



Meeting: Town Board of Supervisors
Place: 1293 Washington Avenue, Cedarburg
Date/Time: December 4, 2024 – 7:00 P.M.*
Web Page: www.townofcedarburgwi.gov
Posted: November 27, 2024
 *This meeting will also be held remotely online. For remote access, see the instructions in the meeting packet or email eryer@townofcedarburgwi.gov for information.

Chairman	David Salvaggio	Town Administrator	Eric Ryer
Supervisor	Wayne Pipkorn	Director of Public Works	Adam Monticelli
Supervisor	Russ Lauer	Director of Parks & Recreation	Paul Jungbauer
Supervisor	Larry Lechner	Town Treasurer	Katie LeBlanc
Supervisor	Thomas Esser	Deputy Town Clerk	Julie Mett
Town Attorney	Brad Hoeft	Building Inspector	Paul Mortimer (SafeBuilt)
Town Constable	Ryan Fitting	Clerk/Asst. Administrator	Jack Johnston

GENERAL INFORMATION

The Town of Cedarburg Board of Supervisors hold their regular monthly meeting the first Wednesday of every month at 7:00 P.M. The meeting is held in the Town Board room located at 1293 Washington Avenue, Cedarburg, Wisconsin 53012. The Town Board room is handicapped accessible. Requests for disability related accommodations or services may be made to the Town Administrator's office by calling (262) 377-4509.

The Town Board agenda is divided into four main sections – Consent Agenda, Public Hearings, Business (both old & new) and Reports to be Received & Filed. Other sections on the agenda are considered routine items (i.e., Call to Order, Hearing of the People). Sometimes the Town Board may go into closed session pursuant to § 19.85 Wisc. Stats. A closed session normally would take place at the end of the agenda.

CONSENT AGENDA – Consent Agenda items typically include routine actions, such as approving meeting minutes, etc. However, if an elected official or member of the meeting audience has a question regarding a Consent Agenda item, that item must be discussed and voted on separately.

PUBLIC HEARINGS – Public Hearings are typically noticed in the Town's legal publication newspaper and/or sent to property owners who may live within a prescribed area. Public Hearings are for the public to comment on the item at hand, so when the Town Board is ready to consider the related action item, they will have advance knowledge of the public's input.

OLD/NEW BUSINESS – Old & New Business is business that requires action by the Town Board. Any business that was discussed at a prior Town Board meeting is considered "Old" business and any item that has not been discussed at a prior meeting is considered "New" business.

REPORTS TO BE RECEIVED & FILED – Town Staff will place agenda items that are either 1) not ready for action or 2) not necessary to vote on in the Reports section. Instead of having a generic report line item for Town Staff, this area allows the general public advance knowledge of items Town Staff may discuss for informational purposes.

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENTS

3. HEARING OF THE PEOPLE: *If you wish to address the Town Board on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the Board on an item not on the agenda, please do it during the Hearing of the People. Please note whenever you speak on any issue, the person chairing the meeting must recognize you, and then you may approach the microphone and give your name and address for the public record. Please note you will be limited to three (3) minutes.*

* At their discretion, the Town Board may take comment from the public.

4. COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:

- a. Discussion and possible motion regarding a holding tank agreement for the property located at 1657 Sherwood Drive*
- b. Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Spaghetti Dinner event*
- c. Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Auction – Knight at the Derby event*
- d. Discussion and possible motion regarding a new operator license application for the 2024-2025 license period*

5. CONSENT AGENDA: *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.*

- a. Approving October 16, 2024 Special Town Board Meeting Minutes
- b. Approving November 6, 2024 Town Board Meeting Minutes
- c. Approving November 7, 2024 Special Town Board Meeting Minutes
- d. Accepting October 16, 2024 Plan Commission Meeting Minutes
- e. Accepting July 29, 2024 Joint Fire & EMS Committee Meeting Minutes
- f. Accepting October 30, 2024 Special Park & Recreation Committee Meeting Minutes

6. TREASURER’S REPORT

- a. Motion accepting the November 2024 Treasurer’s Report* (to be added 12/2/24)

7. PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS: *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.*

- a. Presentation of Bills/Purchase Orders/Payroll/Awards for November 1, 2024 to November 30, 2024 (Check #'s to be added 12/2/24)*

8. REPORTS TO BE RECEIVED/FILED (Non-action items)

- a. Possible report regarding local nuisance/law enforcement issues (Constable Ryan Fitting)*
- b. Report on recreation finances (Administrator Ryer)*

9. PUBLIC HEARINGS

- a. Public hearing to take comment on Ordinance 2024-10, “An Ordinance to Rezone Land and Amend the Zoning Map for certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged), in the Town of Cedarburg, Ozaukee County, Wisconsin” **[Petitioner: Richard & Aricka Knox, NE ¼ Sec. 17]**
- b. Public hearing to take comment on Ordinance 2024-11, “An Ordinance to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000, in the Town of Cedarburg, Ozaukee County, Wisconsin” **[Petitioner: Robert Tillman, N ½ Sec. 11]**

10. OLD BUSINESS

- a. None

11. NEW BUSINESS

- a. Discussion and possible motion on Ordinance 2024-10, “An Ordinance to Rezone Land and Amend the Zoning Map for certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged), in the Town of Cedarburg, Ozaukee County, Wisconsin” **[Petitioner: Richard & Aricka Knox, NE ¼ Sec. 17]***

* At their discretion, the Town Board may take comment from the public.

- b. Discussion and possible motion on Ordinance 2024-11, “An Ordinance to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000, in the Town of Cedarburg, Ozaukee County, Wisconsin” **[Petitioner: Robert Tillman, N ½ Sec. 11]***
- c. Discussion and possible motion on a minor land division application to divide a 4.166 acre parcel from the 79.77 acre parent parcel located at 5019 Pleasant Valley Road **[Petitioner: Robert Tillman, Owner Pleasant Valley Acquisition LLC, Tax Key 030110200000, NE ¼ Sec. 11]***
- d. Discussion and possible motion on a conditional use permit application by Jeffrey Gratz to allow for a hand car washing and full service auto detailing business, retail of related products, and future auto dealership of no more than five cars at a time located at 2110 Washington Avenue **[SE ¼ of Section 6, 1.8 acres, zoned B-1 Neighborhood Business District, owner Kenneth Korb]***
- e. Discussion and possible motion on proposed Resolution 2024-11, “Approving the 2025 Town of Cedarburg Building Permit Fee Schedule”*
- f. Discussion and possible motion on proposed Resolution 2024-12, “Approving the Town of Cedarburg Fiscal Year 2025 Annual Fee Schedule”*
- g. Discussion and possible motion on an agreement for professional planning and zoning consulting services with Planning & Zoning, LLC*
- h. Discussion and possible motion on accepting an Eagle Scout project of two picnic tables and installation of mulch around some of the trees at the north end of Krohn Park*
- i. Discussion and possible motion on accepting an Eagle Scout project of emergency locator signs & map to be placed at Pleasant Valley Parks & Trails*
- j. Discussion and possible motion on a Memorandum of Understanding between the City of Cedarburg and Town of Cedarburg for a Digital Phone System*
- k. Discussion and possible motion on an amended paramedic oversight agreement with the Southern Ozaukee Fire Department (SOFD)*
- l. Discussion and possible motion regarding the use of remaining ARPA funds*

12. ADJOURNMENT

Note: A quorum of Plan Commission, Landmarks Commission, and/or Park & Recreation Committee may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Plan Commission, Landmarks Commission or Park & Recreation Committee will be taken at this meeting.

* At their discretion, the Town Board may take comment from the public.



Agenda Date: 12/4/24
Agenda Item: #4a

TOWN BOARD OF SUPERVISORS MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board

MEMO FROM: Jack Johnston, Assistant Administrator/Clerk

MEMO WRITTEN: November 25, 2024

MEMO SUBJECT: Item # 4a: Discussion and possible motion regarding a holding tank agreement for the property located at 1657 Sherwood Drive*

BACKGROUND

The following agreement has been received for a replacement holding tank system:

Sharon Dane
1657 Sherwood Drive
Cedarburg, WI 53012
Tax Key 03-062-0058.000

Staff reached out to Ozaukee County Land and Water Management to confirm a holding tank is a viable option for the property; they have provided a letter indicating as such.

Attached is the Holding Tank Service Contract between the applicant and Quality Removal as required by SPS 383. The required \$600 bond is on file from when the original tank was installed in 1992.

REQUESTED ACTION

Staff requests the Town Board consider action on the holding tank agreement.

ATTACHMENTS

- I. GIS Map
- II. Holding Tank Agreement and Service Contract
- III. Ozaukee County Letter



Devonshire Drive

Zone X

	HOLDING TANK AGREEMENT
Agreement Date :	This agreement is made between the governmental unit and holding tank owner (s)
Local Governmental Unit: Town of Cedarburg (called Municipality below)	Holding Tank Owner(s): Sharon C Dane

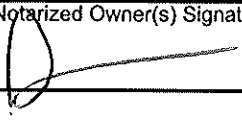
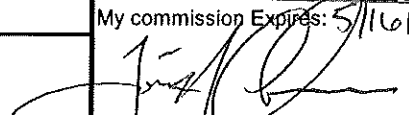
We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)

Town of: Cedarburg	City of:	Return To:
Village of:	Part of the: NW 1/4 NE 1/4 Section: 15	Sharon C Dane
T 10 N-R 21 E TAX KEY: 03-062-0058.000		American Home Mortgage PO Box 13922
Site Address: 1657 SHERWOOD DR Cedarburg, WI 53012		Durham, NC 27709-3922

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private onsite wastewater treatment system (POWTS) as permitted under SPS 383, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of Ozaukee to issue a sanitary permit for the above-described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the County to prevent or abate a human health hazard as described in s. 254.59, Stats., the County may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.
2. Owner agrees to pay all charges and cost incurred by the County, Township, Village or City for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The County, Township, Village or City shall notify the owner of any costs, which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
3. The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file the contract or the owner's registration with the County. The owner further agrees to file any changes to the service contract, or a new service contract, with the County within ten (10) business days from the date of change to the service contract.
4. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the County within thirty (30) days after servicing the holding tank a report in accordance with s. SPS 383.52, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats. the owner shall submit the report to the County. The County may enter upon the property to investigate the condition of the holding tank when pumping reports may indicate that the holding tank is not being properly maintained.
5. This agreement will remain in effect only until the County who is responsible for the regulation of private onsite wastewater treatment systems (POWTS) certifies that the property is served by either a municipal sewer or a POWTS that complies with Ch. SPS 383, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
6. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Name(s)-Print: Sharon C Dane	Notarized Owner(s) Signature(s): 	Subscribed and sworn before me on this date: 11/22/24
Municipal Official Name-Print:	Municipal Official Signature:	JONATHAN COMBS NOTARY PUBLIC STATE OF WISCONSIN My commission Expires: 5/16/26
Municipal Official Title-Print:		

HOLDING TANK SERVICE CONTRACT

(please print)

This agreement is made and entered into this date 18 day of November, 2024

by and between Sharon C Dane, hereafter called owner," and

Quality Removal, hereafter called "pumper."

We hereby acknowledge the installation of a holding tank (s) Or an existing holding tank (s) on the following property in Ozaukee County:

Site address 1657 SHERWOOD DR Cedarburg, WI 53012

Town/City/Village of Cedarburg Section 15 T 10 N-R 21 E

NW 1/4 NE 1/4, Tax Key # 03-062-0058.000 Lot(s) 58 Block

Subdivision SHERWOOD FOREST or CSM # Volume Page

Document

OR see attached survey for metes and bounds description.

1. The owner agrees to submit the original of this signed contract to Ozaukee County.
2. The owner agrees to have the holding tank (s) serviced by the pumper, as required by SPS 383.52(1)(a) Wisconsin Administrative Code, and guarantees the pumper access to and entry on the property for the purpose of servicing the holding tank(s). The owner agrees to maintain an all-weather access road or drive so the pumper can service the holding tank(s) with the pumping equipment. The owner further agrees to pay the pumper for all charges incurred in the servicing the holding tank(s), as mutually agreed on by the owner and pumper.
3. The pumper agrees to file an electronic report for each servicing event for the holding tank(s) to Ozaukee County within thirty (30) calendar days of the service date, as required by SPS 383.55(2)(b) of Wisconsin Administrative Code.

SIGNATURE OF OWNER(S) 

MAILING ADDRESS (street or P. O. Box, city, state, zip code) & PHONE NUMBERS OF OWNER(S)

1079 Prairie Rd. Plymouth, WI 53073

SIGNATURE & LICENSE NUMBER OF PUMPER

MAILING ADDRESS (street or P. O. Box, city, state, zip code) & PHONE NUMBER OF PUMPER

2660 County Rd P, Jackson, WI 53037



LAND & WATER MANAGEMENT

Katie Vogeler, Director
Edward J. Pfister, Sanitation & Zoning Coordinator
Geoff Schramm, Land & Water Coordinator
www.co.ozaukee.wi.us

November 26, 2024

Jack Johnston
Assistant Administrator / Clerk
Town of Cedarburg
1293 Washington Avenue
Cedarburg, WI 53012

RE: Sanitary permit for the property located at 1657 Sherwood Drive, Lot 58 of Sherwood Forest Subdivision, Part of the NW ¼ NE ¼ Section 15, T10N-R21E, Town of Cedarburg, Parcel Key #03-062-0058.000.

Dear Mr. Johnston:

No updated soil test was performed upon the above referenced property as the date of this letter. Based on the information in the Sanitary Permit file, the previous EH115 Soil Test and Percolation Test Report and the department soil onsite verification field notes, it appears that the soils are only suitable for an A+0 mound system. A+0 mound system requires an updated soil testing and review by Wisconsin Department of Safety and Professional Services Private Onsite Wastewater Specialist. The county does not have any provision to require the property to pursue the A+0 mound system requirements.

Furthermore, the department does not object to the use of a holding tank system as wastewater treatment systems within the county and does not require a soil test to be conducted. The Wisconsin Administrative Plumbing Code SPS 383 leaves it to the local municipality to decide the prohibition of the use of holding tank systems.

Therefore, in order to maintain compliance with SPS 383.32(2) Wisconsin Administrative Code, this department will not issue a sanitary permit to allow a replacement holding tank to serve the above-located property until a new recorded holding tank agreement has been executed between the Town and current property owner.

Your continued cooperation is greatly appreciated. If you have any questions or concerns, please contact us.

Regards,

Barry A. Sullivan
Sanitation & Zoning Specialist



Agenda Date: 12/4/24
Agenda Item: # 4b

TOWN BOARD OF SUPERVISORS MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Jack Johnston, Assistant Administrator/Clerk
MEMO WRITTEN: November 25, 2024
MEMO SUBJECT: Item # 4b: Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Spaghetti Dinner event*

St. Francis Borgia has applied for a temporary Class “B” picnic fermented malt beverage license & “Class B” picnic wine license for the following special event:

St. Francis Borgia Spaghetti Dinner
February 1, 2025
1425 Covered Bridge Road
Cedarburg, WI 53012

Temporary Class “B” fermented malt beverage licenses and temporary “Class B” wine licenses may be issued only to “bona fide” clubs, fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months.

There is no limit on the number of temporary Class “B” fermented malt beverage licenses that may be issued to an eligible organization in a calendar year.

No more than (2) wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans’ post in any 12-month period.

The license fee for each event is \$10.00. No additional fee may be charged if the organization is applying for both a temporary Class “B” fermented malt beverage and a temporary “Class B” wine license for the same event. Publication for a temporary license is not required.

The Town Code requires that a licensed operator be stationed at all times at the point of sale.

ACTION REQUESTED

Staff requests the Town Board review the above information and consider action on the temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Spaghetti Dinner event.



Agenda Date: 12/4/24
Agenda Item: # 4c

TOWN BOARD OF SUPERVISORS MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Jack Johnston, Assistant Administrator/Clerk
MEMO WRITTEN: November 25, 2024
MEMO SUBJECT: Item # 4c: Discussion and possible motion approving a temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Auction – Knight at the Derby event*

St. Francis Borgia has applied for a temporary Class “B” picnic fermented malt beverage license & “Class B” picnic wine license for the following special event:

St. Francis Borgia Auction – Knight at the Derby Event
March 1, 2025
1425 Covered Bridge Road
Cedarburg, WI 53012

Temporary Class “B” fermented malt beverage licenses and temporary “Class B” wine licenses may be issued only to “bona fide” clubs, fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months.

There is no limit on the number of temporary Class “B” fermented malt beverage licenses that may be issued to an eligible organization in a calendar year.

No more than (2) wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans’ post in any 12-month period.

The license fee for each event is \$10.00. No additional fee may be charged if the organization is applying for both a temporary Class “B” fermented malt beverage and a temporary “Class B” wine license for the same event. Publication for a temporary license is not required.

The Town Code requires that a licensed operator be stationed at all times at the point of sale.

ACTION REQUESTED

Staff requests the Town Board review the above information and consider action on the temporary Class “B” picnic fermented malt beverage license & Class “B” picnic wine license for the St. Francis Borgia Auction – Knight at the Derby event.



Agenda Date: 12/4/24
Agenda Item: # 4d

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board

MEMO FROM: Ryan Fitting, Town Constable
Jack Johnston, Assistant Administrator/Clerk

MEMO WRITTEN: November 25, 2024

MEMO SUBJECT: Item #4d: Discussion and possible motion regarding a new operator license application for the 2024-2025 license period*

BACKGROUND

The attached chart lists the individual that has submitted an application for an annual operator's license for Town Board consideration. The background check is currently pending and staff will update the Board at the meeting.

REQUESTED ACTION

Staff requests the Town Board review the operator license application and consider a motion on the matter.

ATTACHMENT

- I. Operator license application list

ATTACHMENT I.

Name	Establishment	New	Renewal	Constable Rec.
Christian Sobczak	Hamilton	X		

**TOWN OF CEDARBURG
SPECIAL MEETING OF THE BOARD OF SUPERVISORS
October 16, 2024**

Present:

David Salvaggio, Chairman
Wayne Pipkorn, Supervisor Seat 1
Russ Lauer, Supervisor Seat 2
Larry Lechner, Supervisor Seat 3
Thomas Esser, Supervisor Seat 4

Eric Ryer, Administrator

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the special meeting to order at 6:00 pm. The meeting began with the pledge of allegiance.

2. CLOSED SESSION

a. **The Town Board may go to closed session pursuant to:**

- i. **Wisconsin Statutes Sec. 19.85 (1) (c) to “Consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility” in regards to job duties and performance of the Town Treasurer and Assistant Administrator/Clerk.**
- ii. **Wisconsin Statutes Sec. 19.85(1)(e) to “Deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session,” including but not limited to potential land acquisition and development of land.**

Supervisor Esser made a motion to go into closed session at 6:01 pm. Supervisor Lauer seconded, and the motion passed unanimously.

b. **Reconvene to open session and the regular order of business**

Supervisor Esser made a motion to reconvene into open session at 6:28 pm. Supervisor Pipkorn seconded, and the motion passed unanimously.

Discussion and possible motion related to closed session business*

Supervisor Esser moved the Board approve the updated job descriptions for the Treasurer and Assistant Administrator/Clerk as discussed in closed session. Supervisor Pipkorn seconded, and the motion passed unanimously.

3. ADJOURNMENT

Supervisor Esser moved to adjourn the meeting at 6:29pm. Supervisor Pipkorn seconded, and the motion passed unanimously.

Respectfully Submitted,

Eric Ryer
Town Administrator

**TOWN OF CEDARBURG
MEETING OF THE BOARD OF SUPERVISORS
November 6, 2024**

Present:

David Salvaggio, Chairman
Wayne Pipkorn, Supervisor Seat 1
Russ Lauer, Supervisor Seat 2
Larry Lechner, Supervisor Seat 3

Eric Ryer, Administrator
Jack Johnston, Asst. Admin./Clerk
Adam Monticelli, Director of Public Works
Brad Hoeft, Town Attorney
Paul Jungbauer, Director of Parks & Recreation

Excused: Thomas Esser, Supervisor Seat 4

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

2. ANNOUNCEMENTS

Administrator Ryer reported turnout of Town electors around 95% for the General Election. He thanked Assistant Administrator/Clerk Johnston and the Town's election inspectors for a job well done.

3. HEARING OF THE PEOPLE:

None.

4. COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:

- a. None

5. CONSENT AGENDA: *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.*

- a. Approving October 2, 2024 Town Board Meeting Minutes
- b. Accepting September 18, 2024 Plan Commission Meeting Minutes
- c. Accepting September 6, 2024 Finance Committee Meeting Minutes
- d. Accepting September 30, 2024 Finance Committee Meeting Minutes
- e. Accepting May 2, 2024 Landmarks Commission Meeting Minutes
- f. Accepting August 28, 2024 Special Park & Recreation Committee Meeting Minutes

Supervisor Pipkorn made a motion to approve the consent agenda. Supervisor Lechner seconded, and the motion passed unanimously.

6. TREASURER'S REPORT

- a. Motion accepting the October 2024 Treasurer's Report*

Supervisor Lauer made a motion to accept the October 2024 Treasurer's Report. Supervisor Pipkorn seconded, and the motion passed unanimously.

7. PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS: *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.*

- a. **Presentation of Bills/Purchase Orders/Payroll/Awards for October 1, 2024 to October 31, 2024 (Check #'s 39964-40060, V4268-V4315, and manual checks as shown)***

Supervisor Lauer made a motion to accept the bills, purchase orders, payroll and awards. Supervisor Pipkorn seconded, and the motion passed unanimously.

8. REPORTS TO BE RECEIVED/FILED (Non-action items)

- a. **Possible report regarding local nuisance/law enforcement issues (Constable Fitting)***

Administrator Ryer reported the Constable was investigating a complaint on Deerfield Court as well as Red Tail Court. Both complaints are still open.

- b. **Report on recreation finances (Dir. Parks & Recreation Jungbauer)***

Director Jungbauer was present and explained that the current balance is showing a negative balance due to the planned budgeted use of Recreation fund balance for the capital purchases of the water reel and mower. The budgeted amount was \$55,000 for capital expenses, however, only \$42,678 of the budget amount was spent.

When looking at the operating budget without the capital expenses, Revenues are \$109,521 and operating expenses \$92,428. Current surplus without the capital purchases is \$17,093. Expenses from here until the end of the year are going to be wages, utility bills, and some minor equipment.

9. PUBLIC HEARINGS

- a. **Public hearing to take comment on Ordinance 2024-7, "An Ordinance to Rezone Land and Amend the Zoning Map for 0.60 acres of land from R-3 Single Family Residential District to B-1 Neighborhood Business District for the parcel located at 708 Keup Road in the Town of Cedarburg, Ozaukee County, Wisconsin" [Petitioner: Julie Weir of Weir Financial, owner 7900 LLC, NE ¼ Sec. 26]***

Julie Weir, on behalf of Weir Financial, has submitted a rezone request for the property located at 708 Keup Road to rezone the property from R-3 Single Family Residential to B-1 Neighborhood Business District. The property has been used as a law and accounting office through a conditional use permit over the years, with different entities occupying the building. In the property's current R-3 zoning, it has legal non-conforming acreage as well as street setback. Seeking a rezone into B-1 would work toward addressing those issues of non-conformity while aligning the proposed use of the building with the proper zoning. Additionally, B-1 zoning lists professional offices as principal use, which allows flexibility for Weir Financial in the future to add other professional office uses without a conditional use permit.

John Davis, 5118 Columbia Road, spoke and noted they were next door neighbors of the subject property. He explained the property had changed hands over the years and all tenants had been respectful neighbors and expected the same of Weir Financial. He inquired if the Town could instead issue a conditional use permit to Weir Financial rather than allow the rezone into business in order to better regulate any future uses. He was concerned that future tenants may seek a more intense use for the site if the property had business zoning.

With no further comment from the public, Supervisor Lechner made a motion to close the public hearing. Supervisor Pipkorn seconded, and the motion passed unanimously.

- b. **Public hearing to take comment on Ordinance 2024-8, “An Ordinance to Rezone Land and Amend the Zoning Map for ~0.69 acres of land from E-1 Estate Residential to A-2 Prime Agricultural; a separate ~2.37 acres of land from A-2 Prime Agricultural to E-1 Estate Residential; a separate 21.337 acres of land from A-2 Prime Agricultural to A-1 Agricultural involving two parcels of land: 1838 Washington Avenue and 03-008-01-005.00, in the Town of Cedarburg, Ozaukee County, Wisconsin” [Petitioner: Gary E. Stern, E 1/2 Sec. 8 & NW ¼ Sec. 9, C-1 Conservancy zoning would be unchanged]***

The applicants have submitted a four lot Certified Survey Map and petition to rezone in substantial conformance with the concept plan discussed with the Plan Commission, as noted in the section above. The only significant difference between the concept and formal submittals was the inclusion of the property at 1870 Washington Ave (Winkel Lot), owned by Robert and Mary Winkel as a proposed Lot 4. In the three lot concept plan, the applicants intended to convey that land via separate instrument. It should also be noted that the Winkel Lot, though part of the CSM, is not involved in the rezone request.

Lot 1 would be 21 acres as proposed and have direct frontage on Pleasant Valley Road. The land is currently in agricultural and open space use and has significant areas of mapped wetland and floodplain which are subject to C-1 Conservancy District Zoning. Before any residence could be permitted (change in use), the owner would need to submit soil tests or obtain holding tank approval (the Town Attorney confirmed this approach is acceptable). In addition, further investigation of floodplain and wetland boundaries may be required prior to the issuance of building permits. To accommodate the 21-acre lot size, a request to rezone Lot 1 from A-2 to A-1 is being requested.

Proposed Lot 2 is currently vacant and would contain the remaining 35 acres of farmland. The Stern residential lot (1838 Washington Avenue) proposed Lot 3, would increase in size to ~5.8 acres. A second rezoning request would rezone a small area of E-1 zoned land and A-2 zoned land in accordance with the proposed lot line adjustments between Lots 2 and 3, to avoid multiple zoning designations on a single lot.

Lastly, Lot 4 would contain the existing Winkel Lot in addition to the flag access strip being conveyed from the Stern residential lot. That lot currently has a 2,610 square foot home built in 1881. As noted, all of the existing a proposed Winkel Lot lands are zoned E-1 and not part of the rezone request.

With no comment from the public, Supervisor Lechner made a motion to close the public hearing. Supervisor Pipkorn seconded, and the motion passed unanimously.

- c. **Public hearing to take comment on Ordinance 2024-9, “Adopting A Comprehensive Plan for the Town of Cedarburg: 2050 (2nd Edition)”***

The Wisconsin Comprehensive Planning Law was enacted in 1999 (Section 66.1001, Wis. Stats.), and is sometimes referred to as the “smart growth law.” A Comprehensive Plan is a local government's guide to community development. Comprehensive Plans are not meant to serve as land use regulations in themselves (that is accomplished through the Zoning Code), but rather are the rational basis for local land use decisions as they establish a vision for future planning and community decisions. The uniqueness of individual Comprehensive Plans reflects community-specific and locally driven planning processes.

A Comprehensive Plan must include at least all of the nine elements (chapters) as defined by the Comprehensive Planning Law (s. 66.1001). Some parameters established for this update include updating the land use plan map; incorporating new plans and agreements adopted or

endorsed by the Town including the intergovernmental/border agreement with the City of Cedarburg establishing a 20-year planning boundary; the consideration of 1-acre lot size residential development in select locations within the Town; a focus on realization of the Town Center within the Five Corners area while contemplating the potential extension of City of Cedarburg utilities into the Town or studying a Town utility; updating population, household, and employment data and projections; updating natural resource information; updating transportation, utility, and community facilities information; and updating goals, objectives, policies, and programs.

Joel Dietl and Robbie Robinson from SEWRPC were present for the meeting and summarized the Comprehensive Plan Update work up to this point. Work began in early 2022 with multiple chapter by chapter presentations to the Plan Commission as well as discussion and revisions. Two Open Houses were conducted at the Town Hall for the project with citizen input being received up until mid-October. Mr. Robinson continued on and discussed the revisions to the Town's future land use map compared to the currently adopted map to showcase the changes. Notably, both Rural Neighborhood South and Rural Neighborhood North were expanded and were proposed to again allow R-1, R-2, and R-3 zoning in some locations, along with TR and TR-2 zoning without the need to be directly adjacent to an incorporated municipality.

Carol Linder, 10507 Ridgefield Court, asked the Board to consider allowing R-2 or R-3 zoning within the Rural Neighborhood Countryside area of the future land use map in order to allow her land to be divided.

With no further comment from the public, Supervisor Pipkorn made a motion to close the public hearing. Supervisor Lauer seconded, and the motion passed unanimously.

10. OLD BUSINESS

a. **Discussion and possible motion to approve Landmarks Commission Speaker Series on or around December 10th, 2024***

The first Landmarks Commission Speaker Series was held on October 9th with over 65 attendees. Staff is currently working on the video from the event and it should be published soon. The focus of the first event was on the Hamilton District and its designation as both a state and national historic place. The second event is tentatively scheduled for December 10th (but could occur later to allow for proper planning) and will focus on the original restoration of the Turne Hall building in the 1970s and the Landmarks Commissions involvement in that effort. Chairwoman Esser is working on gathering a guest panel for the event.

Supervisor Lechner made a motion to approve the second Landmarks Commission Speaker Series on or around December 10th, 2024. Supervisor Pipkorn seconded, and the motion passed unanimously.

11. NEW BUSINESS

a. **Discussion and possible motion on Ordinance 2024-7, "An Ordinance to Rezone Land and Amend the Zoning Map for 0.60 acres of land from R-3 Single Family Residential District to B-1 Neighborhood Business District for the parcel located at 708 Keup Road in the Town of Cedarburg, Ozaukee County, Wisconsin" [Petitioner: Julie Weir of Weir Financial, owner 7900 LLC, NE ¼ Sec. 26]***

This item continues from #9a. Administrator Ryer explained that the current conditional use permit allowed for the previous tenant to operate specifically as an accounting office, and Weir's business model is more expansive than that, including financial advising as well as

selling insurance. He further noted that while they would not be required to obtain a conditional use permit for principal uses, any significant site plan improvements such as the proposed installation of the fence would need to be reviewed and approved by the Plan Commission & Town Board prior to its installation.

Supervisor Lauer made a motion to approve Ordinance 2024-7, “An Ordinance to Rezone Land and Amend the Zoning Map for 0.60 acres of land from R-3 Single Family Residential District to B-1 Neighborhood Business District for the parcel located at 708 Keup Road in the Town of Cedarburg, Ozaukee County, Wisconsin.” Supervisor Lechner seconded, and the motion passed unanimously.

- b. **Discussion and possible motion on Ordinance 2024-8, “An Ordinance to Rezone Land and Amend the Zoning Map for ~0.69 acres of land from E-1 Estate Residential to A-2 Prime Agricultural; a separate ~2.37 acres of land from A-2 Prime Agricultural to E-1 Estate Residential; a separate 21.337 acres of land from A-2 Prime Agricultural to A-1 Agricultural involving two parcels of land: 1838 Washington Avenue and 03-008-01-005.00, in the Town of Cedarburg, Ozaukee County, Wisconsin” [Petitioner: Gary E. Stern, E 1/2 Sec. 8 & NW ¼ Sec. 9, C-1 Conservancy zoning would be unchanged]***

This item continues from #9b. Assistant Administrator/Clerk Johnston summarized the item and reported that Ken Jaworski from Cedar Corp was available by phone for any questions that may arise. Johnston explained the CSM had been reviewed by the Plan Commission in September and all corrections had been made to it per the engineering review report. Associated legal documents had also been reviewed by the Town Attorney and would be considered as a part of the minor land division application next on the agenda.

Supervisor Lechner made a motion to approve Ordinance 2024-8, “An Ordinance to Rezone Land and Amend the Zoning Map for ~0.69 acres of land from E-1 Estate Residential to A-2 Prime Agricultural; a separate ~2.37 acres of land from A-2 Prime Agricultural to E-1 Estate Residential; a separate 21.337 acres of land from A-2 Prime Agricultural to A-1 Agricultural involving two parcels of land: 1838 Washington Avenue and 03-008-01-005.00, in the Town of Cedarburg, Ozaukee County, Wisconsin,” contingent on the minor land division application also being approved. Supervisor Pipkorn seconded, and the motion passed unanimously.

- c. **Discussion and possible motion on a proposed minor land division application for three parcels of land: 1) 1838 Washington Ave. parcel number: 03-008-04-005.00 2) parcel number: 03-008-01-005.00 (no address assigned) 3) 1870 Washington Ave. – parcel number: 03-008-04-006.00) [Petitioner: Gary E. Stern, E 1/2 Sec. 8 & NW ¼ Sec. 9, Various Zoning including A-2, A-1, and E-1, with C-1 Conservancy zoning would be unchanged]***

This item continues from items #9b and #11b. Attorney Hoeft noted some minor revisions to the legal documents should be amended, but felt comfortable with the Board considering a motion contingent on those engineering comments being addressed.

Supervisor Lauer made a motion to approve a minor land division application for three parcels of land: 1) 1838 Washington Ave. parcel number: 03-008-04-005.00 2) parcel number: 03-008-01-005.00 (no address assigned) 3) 1870 Washington Ave. – parcel number: 03-008-04-006.00), contingent on the Town Attorney legal comments being addressed. Supervisor Pipkorn seconded, and the motion passed unanimously.

d. **Discussion and possible motion on proposed signage for Athlete Performance located at 8611 STH 60 [Owner: Project Sports LLC, 8.649 acres, zoned M-2 Planned Industrial & Mixed Use District]***

In November 2023, the Town Board approved a conditional use permit for Project Sports LLC (dba Athlete Performance) for their new ~71,000 square foot facility and related site plan improvements. This CUP was revised in February 2024 regarding landscaping and HVAC equipment. Condition #10 of their attached approved CUP states the following:

Signage: The property shall be served by no more than one ground monument sign and additional wall mounted signage, with the ground monument sign being located outside of the private roadway. Plans shall be revised accordingly. No signage shall be installed until approved by Plan Commission and Town Board, with flexibility (size, location etc.) being approved by the Commission and Board as part of the TCOD approval.

At the October Plan Commission meeting, Athlete Performance proposed the installation of a ~96 square foot channel letter sign on the south side of the building facing the Korb Sports Complex. Measurements of the sign (not including the background to be painted to match the building) was 30" x 461" to be affixed to a section of wall with 1,200 square feet of surface area based off of the applicant sign drawings, meaning the proposed sign would occupy ~8% of the surface area of the wall section. The original application shows the wall area to be occupied by Athlete Performance would be 2,300 square feet. Based upon that number, the sign area would occupy ~4.2% of that portion of the wall.

This item was tabled to allow for a few Commissioners to meet with the applicant to see if the sign could be adjusted to address neighbor concerns. The applicant revised the sign, with the size being reduced to 26" x 400" (2.16' x 33.33'), or ~72 square feet. This would equate to 6% of the 1,200 square foot wall area, or 3.1% of the larger 2,300 square foot wall area.

Administrator Ryer noted that the Plan Commission had revisited the item at a special meeting held earlier and had unanimously recommended approval of the revised sign submittal.

Supervisor Lauer made a motion to approve the proposed signage for Athlete Performance located at 8611 STH 60. Supervisor Pipkorn seconded, and the motion passed unanimously.

e. **Discussion and possible motion on Ordinance 2024-9, "Adopting A Comprehensive Plan for the Town of Cedarburg: 2050 (2nd Edition)"***

This item continues from #9c. Supervisor Lechner made a motion to approve Ordinance 2024-9, "Adopting A Comprehensive Plan for the Town of Cedarburg: 2050 (2nd Edition)." Supervisor Pipkorn seconded, and the motion passed unanimously.

f. **Discussion and possible motion on the Korb Sports Complex Field & Facility Improvements document***

The Korb Sports Complex broke ground in 2019 and has been operating since 2020. When the Complex was in the process of being built, a tri-fold document was created to help with the fundraising for amenities at the Complex. With a few years of operations complete, Town staff has been starting to receive questions about additional improvements out at the Korb Sports Complex and some inquiries regarding possible donations.

Staff has created a new document to help in the conversations with potential donors. This document has taken the suggestions received in conversations over the past few years and

researched the pricing for such upgrades. This document is meant to inform the potential donors of the improvements that the Town is seeking funding for. Staff received input from the Parks & Recreation Committee at the October meeting. The recommendation of the Committee was for the Town Board to approve the document pending the update of some of the photos and double checking the costs. Staff made the amendments to the document and the most up-to-date document is included in the packet.

The Board discussed the item, with general consensus that Town staff should research the cost of a few more similar facilities in the area in order to have more firm fundraising numbers. No formal action was taken.

g. **Discussion and possible direction on the 2025 Town of Cedarburg draft budget and Strategic Plan***

Administrator Ryer summarized the budget work for 2025 to date, and explained it is likely the budget adoption meeting date would have to be adjusted to allow time for the Statement of Assessment to be finalized by the State of Wisconsin. He summarized work completed on Town infrastructure since 2020, as well as a draft strategic plan that could establish priorities in upcoming years. The Board directed staff to proceed with the 2025 budget as presented.

12. CLOSED SESSION

a. **The Town Board may go to closed session pursuant to:**

- i. **Wisconsin Statutes Sec. 19.85(1)(g) to “Confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” regarding the property located at 2435 Deerfield Court.**

Supervisor Lechner made a motion to go into closed session at 7:55 pm. Supervisor Lauer seconded, and the motion passed unanimously via a roll call vote.

b. **Reconvene to open session and the regular order of business**

Supervisor Lauer made a motion to reconvene into open session at 8:40 pm. Supervisor Pipkorn seconded, and the motion passed unanimously.

13. Discussion and possible motion related to closed session business*

None.

14. ADJOURNMENT

Supervisor Lauer made a motion to adjourn the meeting at 8:40 pm. Supervisor Pipkorn seconded, and the motion passed unanimously and the meeting adjourned.

Respectfully Submitted,

Jack Johnston
Assistant Administrator/Clerk

TOWN OF CEDARBURG
SPECIAL MEETING OF THE BOARD OF SUPERVISORS
November 7, 2024

Present:

David Salvaggio, Chairman
Wayne Pipkorn, Supervisor Seat 1
Russ Lauer, Supervisor Seat 2
Larry Lechner, Supervisor Seat 3
Thomas Esser, Supervisor Seat 4

Eric Ryer, Administrator
Jack Johnston, Asst. Admin./Clerk

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the special meeting to order at 10:00 am. The meeting began with the pledge of allegiance.

2. NEW BUSINESS

a. **Discussion and possible motion setting a date and time for a public hearing on a tax rate for the 2025 budget and budget adoption**

Supervisor Esser made a motion to set the date and time for a public hearing on a tax rate for the 2025 budget and budget adoption for November 25, 2024 at 7:00 pm. Supervisor Lauer seconded, and the motion passed unanimously.

3. ADJOURNMENT

Supervisor Esser made a motion to adjourn the meeting at 10:02 am. Supervisor Lauer seconded, the motion passed unanimously and the meeting adjourned.

Respectfully Submitted,

Jack Johnston
Assistant Administrator/Clerk

**TOWN OF CEDARBURG
PLAN COMMISSION MEETING MINUTES
October 16, 2024**

Present: David Salvaggio, Larry Lechner, Don Borgwardt, Steve Wolf, Anne Lewandowski, Tom Gaertig, Kerry Carmichael

Excused:

Also Present: Eric Ryer, Administrator, Jack Johnston, Assistant Administrator/Clerk, Robbie Robinson, SEWRPC

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

2. MINUTES OF PREVIOUS MEETINGS

a. Approval of September 18, 2024 Plan Commission Meeting Minutes*

Commissioner Gaertig made a motion to approve the September 18, 2024, Plan Commission meeting minutes. Commissioner Wolf seconded, and the motion passed unanimously.

3. PUBLIC HEARING

a. None

4. OLD BUSINESS

a. None

5. NEW BUSINESS

a. Discussion and possible recommendation on an ordinance to rezone 0.60 acres of land from R-3 Single Family Residential to B-1 Neighborhood Business District located 708 Keup Road [Petitioner: Julie Weir of Weir Financial, owner 7900 LLC, NE ¼ Sec. 26]*

Asst. Administrator/Clerk Johnston explained Julie Weir, on behalf of Weir Financial, has submitted a rezone request for the property located at 708 Keup Road to rezone the property from R-3 Single Family Residential to B-1 Neighborhood Business District. Weir Financial is interested in relocating their operation from 2088 Washington Avenue to the Keup Road location and purchasing the building. The property has been used as a law and accounting office through a conditional use permit over the years, with different entities occupying the building. The property currently has R-3 Single Family Residential zoning. As Weir Financial serves their customer base as more than an accounting firm, it was recommended to rezone into B-1 so the zoning is consistent with the use. B-1 zoning lists professional offices as principal use, which allows flexibility for Weir Financial in the future to add other professional office uses without a conditional use permit. It was noted that any future site plan changes would come before the Plan Commission.

Commissioner Borgwardt noted the property has been used as a business for years, and is located at a corner.

Commissioner Lewandowski made a motion that the Plan Commission recommend the Town Board approve an Ordinance to rezone 0.60 acres of land from R-3 Single Family Residential to B-1 Neighborhood Business District located 708 Keup Road. Commissioner Borgwardt seconded, and the motion passed unanimously.

b. **Discussion and possible recommendation on proposed signage for Athlete Performance located at 8611 STH 60 [Owner: Project Sports LLC, 8.649 acres, zoned M-2 Planned Industrial & Mixed Use District]***

In November 2023, the Town Board approved a conditional use permit for Project Sports LLC (dba Athlete Performance) for their new ~71,000 square foot facility and related site plan improvements. This CUP was revised in February 2024 regarding landscaping and HVAC equipment. A condition of the permit allows for one ground monument sign and additional wall mounted signage, with the ground monument sign being located outside of the private roadway. It states that no signage shall be installed until approved by Plan Commission and Town Board, with flexibility (size, location etc.) being approved by the Commission and Board as part of the TCOD approval, which allows the applicant to seek signage that falls outside of typical requirements. Children's Hospital of Wisconsin, one of the buildings tenants, came before the Plan Commission in May of 2024 with their signage plan which was recommended for approval and ultimately approved by the Town Board.

Athlete Performance, the anchor tenant of the development, is proposing the installation of a 96 square foot channel letter sign on the south side of the building facing the Korb Sports Complex. It would measure ~2.5' tall by ~38.5' in length and be affixed to a section of wall with 1,200 square feet of surface area based off of the applicant sign drawings, meaning the proposed sign would occupy ~8% of the surface area of the wall section. The applicant shows a larger wall area in the application; considering the entire span of that section of the building being used for Athlete Performance would result in the wall coverage of the sign being ~4.2%.

Dan Schaefer of Signworks noted he would clarify with the owner when the sign would be turned off, specifically after the facility is closed. He noted that parking lot lighting would be more visible than the sign. Mr. Schaefer noted the letters are illuminated, but that the building steps back. Commissioner Borgwardt asked if this was classified as an internally illuminated box sign, which it is not since it is channel lettering. Commissioner Lewandowski sought further clarification on when the sign would be on. Commissioner Borgwardt noted it was on the south side of the building and would not generate traffic based on that location. Mr. Schaefer said it is for way finding for people once they are parked.

Two neighbors that reside along Horns Corners Road to the west asked that the Commission consider adjustments to the sign to lessen the potential impact of the sign.

Commissioner Lewandowski made a motion to table the application to allow for two Commissioners and staff to meet with the applicant and sign company to see if the sign could be amended to lessen the impact. Commissioner Wolf seconded, and the motion passed 5-0 with two abstentions (Borgwardt and Salvaggio). Commissioners Lewandowski and Carmichael would attend the meeting.

c. **Discussion and possible recommendation on Resolution 2024-10, "Recommending the Adoption of, "A Comprehensive Plan for the Town of Cedarburg: 2050 (2nd Edition)"****

SEWRPC is providing here the updated final draft Comprehensive Plan following comment from the Commission at the August and September meetings.

Administrator Ryer sought clarification on residential use in the Business District – Five Corners. Ongoing Zoning Code update work calls for R-1, R-2 and R-3 to be available beyond certain setbacks from STH 60 in different locations within the Business District – Five Corners, but not generally throughout the entire Business District – Five Corners area.

Clarification on this would avoid confusion with landowners or developers. The second clarification was if the R-1, R-2 and R-3 zoning would be allowed as options to rezone into within the Historic District – Hamilton.

Specific to the Business District – Five Corners, the Commission confirmed that R-1, R-2 and R-3 zoning would only be allowed in locations consistent with discussions per the Zoning Code update (following those setback distances). The Commission also confirmed R-1, R-2, and R-3 would not be allowed as an option for future rezoning in the Historic District – Hamilton, but existing R-1, R-2 and R-3 would be allowed to remain and be divided as such.

The Commission discussed the history of the Town section, with the consensus being that a reference related to Hilgen Spring being in the City of Cedarburg be removed since that relates to the City of Cedarburg.

Robbie Robinson from SEWRPC noted that public comment gathered from the Open House has been accumulated, and would be included in the plan as a part of an appendix. Additional public comments could be obtained at the upcoming public hearing and would also be added to the appendix. Mr. Robinson touched on the Housing chapter, seeking clarification for which Future Land Use district(s) to consider affordable housing; it was the consensus of the Commission to make it an option within the Business District – Five Corners. Mr. Robinson noted the Business District – Five Corners, under the proposed Zoning Code updates as they stand at this time, would allow in the future as an option mixed use including single family residential beyond the setbacks provided by Town Zoning, and residential above commercial.

Mr. Robinson noted the Agricultural, Natural and Cultural Resources chapter was the only chapter that contained “programs.” He would rename the “programs” to “policies” for the sake of consistency throughout the plan. These changes would be reflected in the Implementation chapter.

Commissioner Wolf made a motion to recommend that the Town Board approve the Comprehensive Plan by approving Resolution 2024-10: “Recommending the Adoption of A Comprehensive Plan for the Town of Cedarburg: 2050 (2nd Edition),” referencing the maps and other materials related to the elements and contingent upon the changes/consensus from the Plan Commission as discussed. Commissioner Wolf seconded, and the motion passed unanimously.

Administrator Ryer noted this will proceed to the Town Board. Following plan adoption, work will continue on the Zoning Code update. Once the Zoning Code work is completed and adopted via ordinance, SEWRPC will return to complete any required updates to the Comprehensive Plan for the sake of consistency.

6. ADJOURNMENT

Commissioner Gaertig made a motion to adjourn the meeting at 7:47 pm. Commissioner Carmichael seconded, and the motion passed unanimously.

Jack Johnston
Assistant Administrator/Clerk

**CITY OF CEDARBURG/TOWN OF CEDARBURG
JOINT FIRE/EMS SERVICES
COMMITTEE MEETING
APPROVED MINUTES
JULY 29, 2024**

A regular meeting of the Joint Fire/EMS Services Committee was held Monday, July 29, 2024, at the City of Cedarburg Council Chambers, W63 N645 Washington Avenue, Cedarburg, WI, and online utilizing the Zoom app.

The meeting was called to order by Chairperson Scott Gonwa at 6:30 p.m.

Roll Call: Present – City of Cedarburg – Scott Gonwa and Council Member Robert Simpson

Town of Cedarburg – Town Supervisors Larry Lechner and Wayne Pipkorn, Don Borgwardt

Excused – Council Member Kristian Lindo

Also Present - Fire Chief Jeff Vahsholtz, City Administrator Mikko Hilvo, Town Administrator Eric Ryer, City Clerk Tracie Sette

STATEMENT OF PUBLIC NOTICE

At Chairperson Scott Gonwa's request, City Clerk Sette verified that notice of this meeting was posted in accordance with the Wisconsin Open Meetings Law.

COMMENTS & SUGGESTIONS FROM CITIZENS – None

APPROVAL OF MINUTES

A motion was made by Town Supervisor Pipkorn, seconded by Don Borgwardt, to approve the December 27, 2023, Joint Fire/EMS Services Committee minutes. Motion carried without a negative vote with Council Member Lindo absent.

NEW BUSINESS

DISCUSSION AND POSSIBLE ACTION ON 2025 BUDGET

City Administrator Hilvo explained the proposed 2025 Fire Department/EMS budget highlighting changes in revenues and expenses for 2025. He also provided a summary of expenses and revenues projected out to 2028. The City continues to exhibit a healthy fund balance. Fire Chief Vahsholtz explained the vehicles budgeted in the equipment capital line item are Ambulances only. Fire trucks are funded through the Cedarburg Fire Association.

A motion was made by Town Supervisor Lechner, seconded by Council Member Simpson, to recommend approval of the 2025 Budget to the City Council and Town Board. Motion carried without a negative vote with Council Member Lindo absent.

DISCUSSION ON FUTURE MEETING DATES

The Committee discussed the next meeting will potentially take place in 2025.

ADJOURNMENT

A motion was made by Don Borgwardt, seconded by Town Supervisor Pipkorn, to adjourn the meeting at 7:07 p.m. Motion carried without a negative vote with Council Member Lindo absent.

Tracie Sette
City Clerk

**TOWN OF CEDARBURG
SPECIAL PARK & RECREATION COMMITTEE MINUTES
TOWN HALL
October 30, 2024**

Present: Tom Esser, Carol Boettcher, Matt Geszvain, & Keith Martin
Excused: John Bishop
Also Present: Director of Parks & Recreation, Paul Jungbauer

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Chairman Tom Esser called the meeting to order at 5:03 p.m. The meeting began with the Pledge of Allegiance.

2. MINUTES OF PREVIOUS MEETINGS:

a. August 28, 2024 Special Park & Recreation Committee Minutes

Carol Boettcher moved to approve the minutes from August 28, 2024. The motion was seconded by Matt Geszvain and passed 4-0.

3. OLD BUSINESS

a. Update and discussion on Town recreation programs & Town parks

Director Jungbauer presented an update on Town recreation programs & Town parks. This update included a fundraising update on fall programming, and projects at Hamilton Park and Pleasant Valley Park. There was no official action taken on this agenda item.

4. NEW BUSINESS

a. Discussion & possible recommendation on accepting an Eagle Scout project of a picnic table and mulch around some of the trees at the north end of Krohn Park

The Committee reviewed the memo and information provided in the packet. The Eagle Scout who was proposing the project was not in attendance. The Committee would like to invite the Eagle Scout back to a future meeting to present the item if he chooses to do so. No official action was taken on this agenda item.

b. Discussion and possible recommendation on the Korb Sports Complex Facility Improvements Document

Director Jungbauer included in the packet a draft of a Facility Improvements document to help the Town with raising capital funds to improve the Korb Sports Complex. The Committee suggested to 1. Update the pictures to include some children in Town programs 2. Double check the pricing of the items to ensure that the amounts are adequate 3. Include a statement to include any other projects of interest not listed on the document to contact Director Jungbauer. Carol Boettcher moved to recommend the document to the Town Board to include the changes stated previously. The motion was seconded by Matt Geszvain and passed 4-0.

c. Discussion on future meetings

The Committee decided that the next meeting would be at 5:00pm on Wednesday November 20, 2024, at Town Hall. This is a week earlier than usual due to the Thanksgiving holiday on the final Wednesday of November.

5. ADJOURNMENT

Matt Geszvain moved to adjourn. The motion was seconded by Carol Boettcher and passed unanimously. The meeting adjourned at 5:47pm.

Respectfully submitted,

Paul Jungbauer
Director of Parks & Recreation

**Town of Cedarburg
Treasurer's Report
As of November 30, 2024**

	<u>General Funds</u>	
Beginning Balance as of 10/31/24	\$ 4,387,169.74	
Receipted Revenues:	229,920.80	See below
Earned Interest - Money Market	6,612.13	
Earned Interest - Checking	219.11	
Earned Interest - PWSB CD	6,326.64	
Additions/Subtractions:		
Transfer from Road Bonds	1,500.00	
Transfer to Road Bonds	(1,500.00)	
Transfer to Impact Fee	(3,790.00)	
Less : Monthly Disbursements	(580,592.34)	
Ending Balance as of 11/30/24	<u><u>\$ 4,045,866.08</u></u>	

Revenue Sources:

Additions/Subtractions:

Building Permit Fees	5,967.76
Plumbing, Electric & HVAC Permit Fees	4,620.23
Conditional Use	-
Recycling Fees - Special Pick Up	330.40
State Shared Revenue	201,756.85
Crop/Managed Forest Land	1,932.96
Impact Fees	3,790.00
Yard Waste Cards	660.00
Brush Chipping	1,305.00
Rezoning/Petition/Plat/Quarry	-
Bartender/Cigarette/Liquor Licenses	32.00
Culvert/Driveway Permit	1,035.00
Sign Permits	96.00
Miscellaneous	-
Cable Franchise Fee	7,772.47
State Video Service Provider Aid	-
Special Assessment Letters	140.00
Telecommunications Tower	482.13
Fall Baseball Fees	-
Soccer Fees	-
Flag Football Fees	-
Little League Sponsorship	-
Little League Fees	-
Total Receipts for November	<u><u>\$ 229,920.80</u></u>

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of November 30, 2024

	<u>Machinery Account</u>	<u>Public Works Facility Acct.</u>	<u>Five Corners Town Center</u>	<u>Environmental Account</u>	<u>Total</u>
Beg Bal October 31, 2024	\$ 740,531.20	\$ 166,406.33	\$ 95,049.70	\$ 191,384.82	\$ 1,193,372.06
Receipts:					
Interest	2,937.17	660.02	377.00	759.09	\$ 4,733.27
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
End Bal November 30, 2024	<u>\$ 743,468.37</u>	<u>\$ 167,066.35</u>	<u>\$ 95,426.70</u>	<u>\$ 192,143.91</u>	<u>\$ 1,198,105.33</u>

Page 2

\$	0.62	\$	0.14	\$	0.08	\$	0.16	
\$	2,937.17	\$	660.02	\$	377.00	\$	759.09	
						\$		-

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of November 30, 2024

Account 200-00-11230	<u>Utility Bonds</u>	<u>Road Bonds</u>	<u>Holding Tank Bonds</u>	<u>Impact Fees</u>
Beginning Balance October 31, 2024	\$ 22,190.00	\$ 69,600.00	\$ 193,200.00	\$ 295,706.58
Receipts:				
Deposit		1,500.00		3,790.00
Interest	1,130.73			1,173.37
Transfer	(1,130.73)	(1,500.00)		
Ending Balance November 30, 2024	<u>\$ 22,190.00</u>	<u>\$ 69,600.00</u>	<u>\$ 193,200.00</u>	<u>\$ 300,669.95</u>

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of November 30, 2024

	<u>Escrow Accounts</u>	<u>Petty Cash</u>
Beginning Balance October 31, 2024	\$ 54,253.43	\$ 350.00
Receipts		
Earned Interest	102.27	
Fund Transfers		
Ending Balance November 30, 2024	<u>\$ 54,355.70</u>	<u>\$ 350.00</u>

<u>Escrows Held</u>	<u>Amount</u>
Prairie West	\$ 5,656.00
Greystones	<u>\$ 48,699.70</u>
Total	\$ 54,355.70

Town of Cedarburg
Monthly Summary of Cash & Invested Account Balances
As of November 30, 2024

General Funds	\$ 4,045,866.08
Machinery Account	743,468.37
Public Works Facility Account	167,066.35
Paving Escrow Accounts	54,355.70
Utility Permit Escrows	22,190.00
Road Bond Account	69,600.00
Holding Tank Account	193,200.00
Impact Fee Account	300,669.95
Environmental Account	192,143.91
Five Corners Town Center	95,426.70
Petty Cash	350.00
Total Balance	<u>\$ 5,884,337.06</u>
Less Cash & Invested Account Balances From Prior Month	<u>6,215,841.81</u>
Increase/(Decrease) in Invested Account Balances for the Month	<u>\$ (331,504.75)</u>

Katie LeBlanc
Treasurer

Town of Cedarburg
Detailed Impact Fee Allocations

**Town of Cedarburg
Impact Fees
As of November 30, 2024**

	10/31/2024			11/30/2024
Public Services	Beginning Balance	Additions	Subtractions	Current Balance
Parks & Recreation	\$63,466.09	\$ 1,644.86	\$ -	\$ 65,110.95
Municipal	\$13,911.53	\$ -	\$ -	\$ 13,911.53
Town Hall	\$61,324.38	\$ 421.39	\$ -	\$ 61,745.77
Public Works Garage	\$55,855.74	\$ 383.67	\$ -	\$ 56,239.41
Recycling Center	\$50,553.16	\$ 354.38	\$ -	\$ 50,907.54
Highways & Traffic Control	\$45,014.38	\$ 1,215.53	\$ -	\$ 46,229.91
Fire Department	\$5,581.30	\$ 943.54	\$ -	\$ 6,524.83
Total of all Balances	\$295,706.58	\$ 4,963.37	\$ -	\$ 300,669.95

Receipts - Fees & Interest **\$4,963.37** **\$ -**

	Allocated %	Allocated Fee
Parks & Recreation	33.14%	\$ 1,644.86
Municipal Buildings:		
Town Hall	8.49%	\$ 421.39
Public Works Garage	7.73%	\$ 383.67
Recycling Center	7.14%	\$ 354.38
Fire Department	24.49%	\$ 1,215.53
Highways & Traffic Control	19.01%	\$ 943.54

Impact Fees Collected:

Year	Number	Year	Number
1993	21	2010	7
1994	26	2011	11
1995	24	2012	17
1996	14	2013	20
1997	15	2014	12
1998	32	2015	11
1999	55	2016	17
2000	43	2017	15
2001	20	2018	13
2002	16	2019	8
2003	11	2020	10
2004	12	2021	11
2005	32	2022	9
2006	15	2023	9
2007	6	2024	6
2008	9		
2009	4		

Number of Impact Fees Paid 525

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 1

ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024 From Account:

Thru: 11/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
GW	11/01/2024	Great-West Retirement	175.00
GW	11/15/2024	Great-West Retirement	175.00
GW	11/29/2024	Great-West Retirement	175.00
WRS	11/29/2024	WISCONSIN DEPT OF EMPLOYEE TRUST FUND	6,764.92
WDor	11/01/2024	WDOR- 930208	970.35
WDor	11/29/2024	WDOR- 930208	2,144.30
40061	11/06/2024	5 Corners Isuzu Truck & Auto	652.19
40062	11/06/2024	American Metal and Paper	287.50
40063	11/06/2024	Ascension Occupational Health-	60.00
40064	11/06/2024	BAKER TILLY US, LLP	2,257.50
40065	11/06/2024	BEYERS TRUE VALUE HARDWARE	74.24
40066	11/06/2024	Blain's Farm & Fleet	43.84
40067	11/06/2024	Catalis LLC	1,750.00
40068	11/06/2024	Charter Communications (Spectrum)	14.54
40069	11/06/2024	CITY OF CEDARBURG	294,791.00
40070	11/06/2024	Comet Inc.	1,236.25
40071	11/06/2024	Conley Media	658.49
40072	11/06/2024	Culligan of West Bend	74.00
40073	11/06/2024	EMPLOYEE BENEFITS CORP	127.25
40074	11/06/2024	GREMMER & ASSOC, INC.	1,200.00
40075	11/06/2024	Home Depot Credit Services	114.34
40076	11/06/2024	Kaestner Auto Electric Co.	260.98
40077	11/06/2024	Letters & Signs	100.00
40078	11/06/2024	LIESENER SOILS INC	35.00
40079	11/06/2024	Milwaukee Lawn Sprinkler Corp.	260.00
40080	11/06/2024	NAPA Auto Parts	506.00
40081	11/06/2024	Olsen's Piggly Wiggly	175.90
40082	11/06/2024	Ontech Systems Inc.	502.60
40083	11/06/2024	P & R Cleaning LLC	225.00
40084	11/06/2024	Quality State Oil - Sheboygan	168.00
40085	11/06/2024	Quality State Oil - Sheboygan	2,767.24
40086	11/06/2024	QUILL CORPORATION	212.94
40087	11/06/2024	QUILL CORPORATION	174.48

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 2

ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024 From Account:

Thru: 11/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
40088	11/06/2024	Road Equipment Parts Center	43.91
40089	11/06/2024	SAFEbuilt, LLC Lockbox #88135	6,005.42
40090	11/06/2024	SERWE IMPLEMENT MUNICIPAL SALES CO., LLC	227.86
40091	11/06/2024	SHERWIN INDUSTRIES	1,464.00
40092	11/06/2024	The Cleaning Authority	312.00
40093	11/06/2024	TOTAL ENERGY SYSTEMS	583.00
40094	11/06/2024	Town Web Design, LLC	1,656.36
40095	11/06/2024	UniFirst Corporation	78.71
40096	11/06/2024	Wisconsin Department of Revenue-3028	229.81
40097	11/06/2024	WISCONSIN PUMP & SUMP	160.00
40098	11/06/2024	WM Corporate Services, Inc.	34,974.72
40099	11/15/2024	Oberg, Heath	2,030.66
40100	11/20/2024	5 Corners Isuzu Truck & Auto	1,763.44
40101	11/20/2024	Airgas USA, LLC (Fox Welding)	97.04
40102	11/20/2024	Amazon Capital Services	101.39
40103	11/20/2024	American Metal and Paper	287.50
40104	11/20/2024	Antoine Hoeft & Eberhardt, S.C.	2,071.00
40105	11/20/2024	AT&T - 5084	170.87
40106	11/20/2024	Badger CDL, LLC	3,875.00
40107	11/20/2024	BEYERS TRUE VALUE HARDWARE	5.35
40108	11/20/2024	BUELOW VETTER BUIKEMA OLSON &	496.00
40109	11/20/2024	BURKE TRUCK & EQUIPMENT INC.	64,548.65
40110	11/20/2024	Capital One Trade Credit	233.74
40111	11/20/2024	Carlin Sales Corp.	2,881.67
40112	11/20/2024	Cedar Corporation	735.00
40113	11/20/2024	Charter Communications (Spectrum)	105.27
40114	11/20/2024	CITY OF CEDARBURG	1,600.00
40115	11/20/2024	Conley Media	161.82
40116	11/20/2024	DAN KRALL & CO	281.25
40117	11/20/2024	Design 2 Construction	1,500.00
40118	11/20/2024	DIGGERS HOTLINE INC	49.75
40119	11/20/2024	Elan Financial Services	426.06
40120	11/20/2024	EMPLOYEE BENEFITS CORP	165.00

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 3

ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024 From Account:

Thru: 11/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
40121	11/20/2024	GFL Environmental	270.08
40122	11/20/2024	GOLLNICK & SONS TREE SERVICE LLC	5,000.00
40123	11/20/2024	GREMMER & ASSOC, INC.	60.00
40124	11/20/2024	Holton Brothers, Inc.	6,620.00
40125	11/20/2024	Information Technology	721.96
40126	11/20/2024	LAKE SIDE INTERNATIONAL, LLC	2,317.78
40127	11/20/2024	LIBERTY TIRE RECYCLING LLC	403.90
40128	11/20/2024	Lumen	7.21
40129	11/20/2024	MAC INC.	2,700.00
40130	11/20/2024	NAPA Auto Parts	549.60
40131	11/20/2024	NAPA Auto Parts	529.86
40132	11/20/2024	Ontech Systems Inc.	136.00
40133	11/20/2024	Planning & Zoning LLC	210.00
40134	11/20/2024	QUILL CORPORATION	37.99
40135	11/20/2024	RICOH USA, INC.	158.88
40136	11/20/2024	Securian Financial Group, Inc.	251.18
40137	11/20/2024	The Cleaning Authority	280.00
40138	11/20/2024	Thunder Road LLC	39,972.00
40139	11/20/2024	UHS Premium Billing	11,134.07
40140	11/20/2024	WCMA (WIS CITY/COUNTY MANAGMENT ASSOC)	209.87
40141	11/20/2024	WE ENERGIES	1,029.10
40142	11/20/2024	WISCONSIN PUMP & SUMP	160.00
40143	11/29/2024	Bajurny, Karen	72.45
40144	11/29/2024	Berger, Frank	72.45
40145	11/29/2024	BISHOP, CECILY	64.69
40146	11/29/2024	BORGWARDT, CAROL	608.18
40147	11/29/2024	Borgwardt, Donald	184.00
40148	11/29/2024	Brisky, John	77.63
40149	11/29/2024	Byrum, Mary	72.45
40150	11/29/2024	Cumiskey, Keith	155.25
40151	11/29/2024	Erickson, Richard	72.45
40152	11/29/2024	Esser, Karen	72.45
40153	11/29/2024	Flynt, James	77.63

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 4

ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024 From Account:

Thru: 11/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
40154	11/29/2024	Grows, Vicki	155.25
40155	11/29/2024	Hennick, Michael	155.25
40156	11/29/2024	Howe, Craig	82.80
40157	11/29/2024	Jerominski, Mary	165.60
40158	11/29/2024	Katzka, MaryLee	119.03
40159	11/29/2024	Laetz, Curtis	77.63
40160	11/29/2024	Laffey, Eileen	72.45
40161	11/29/2024	Lewandowski, Anne	320.20
40162	11/29/2024	Linder, Carol	263.93
40163	11/29/2024	Peter, Marian	77.63
40164	11/29/2024	PETTED, CYNTHIA	165.60
40165	11/29/2024	Polzin, Nancy	165.60
40166	11/29/2024	Schleicher-Newburg, Christine	82.80
40167	11/29/2024	Speaker, Christine	443.78
40168	11/29/2024	Steidinger, Joann	77.63
40169	11/29/2024	Steinbrecker, John	165.60
40170	11/29/2024	STROHBACH, VICTORIA	432.86
40171	11/29/2024	Suring, Stanley	82.80
40172	11/29/2024	Wandsnider, Susan	108.68
40173	11/29/2024	Wardlow, Robert	560.18
Aflac	11/11/2024	AFLAC	68.16
Eftps	11/01/2024	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	5,652.19
Eftps	11/15/2024	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,098.21
Eftps	11/29/2024	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,353.67
V4316	11/15/2024	Bartley, Andrew	1,995.22
V4317	11/15/2024	Boerner, Jeffrey	432.88
V4318	11/15/2024	Butschlick, Jamie	1,487.95
V4319	11/15/2024	FITTING, RYAN	171.53
V4320	11/15/2024	Johnston, Jack	1,567.68
V4321	11/15/2024	Jungbauer, Paul	1,689.60
V4322	11/15/2024	LENZ, CARL	145.05
V4323	11/15/2024	Lindberg, Glenn	565.35
V4324	11/15/2024	Mett, Julie	1,366.33

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 5
ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024 From Account:

Thru: 11/30/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V4325	11/15/2024	Monticelli, Adam	2,853.04
V4326	11/15/2024	Pautz, Peter	1,378.56
V4327	11/15/2024	Ryer, Eric	3,523.78
V4328	11/29/2024	Bartley, Andrew	2,073.10
V4329	11/29/2024	Boerner, Jeffrey	799.94
V4330	11/29/2024	Butschlick, Jamie	1,653.00
V4331	11/29/2024	FITTING, RYAN	171.53
V4332	11/29/2024	Johnston, Jack	1,670.65
V4333	11/29/2024	Jungbauer, Paul	1,795.09
V4334	11/29/2024	Konkol, Richard	49.68
V4335	11/29/2024	Lindberg, Glenn	122.16
V4336	11/29/2024	Mett, Julie	641.35
V4337	11/29/2024	Monticelli, Adam	3,380.67
V4338	11/29/2024	Oberg, Heath	1,316.17
V4339	11/29/2024	Pautz, Peter	1,427.00
V4340	11/29/2024	Ryer, Eric	3,622.29
Grand Total			580,592.34

11/28/2024

1:06 PM

Reprint Check Register - Quick Report - ALL

Page: 6
ACCT

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 11/01/2024

From Account:

Thru: 11/30/2024

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	507,809.49
Total Expenditure from Fund # 205 - SPECIAL REVENUE FUND - ARPA	5,483.00
Total Expenditure from Fund # 300 - CAPITAL PROJECT FUND	64,645.43
Total Expenditure from Fund # 500 - RECREATION	2,654.42
Total Expenditure from all Funds	580,592.34



Meeting Date: 12/4/24
Agenda Items: #9a,11a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Jack Johnston, Asst. Administrator/Clerk, Eric Ryer, Administrator

MEMO WRITTEN: November 21, 2024

SUBJECT: **Agenda Item # 9a:** Public hearing to take comment on Ordinance 2024-10, “An Ordinance to Rezone Land and Amend the Zoning Map for certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged), in the Town of Cedarburg, Ozaukee County, Wisconsin”
[Petitioner: Richard & Aricka Knox, NE ¼ Sec. 17]
Agenda Item # 11a: Discussion and possible motion on Ordinance 2024-10, “An Ordinance to Rezone Land and Amend the Zoning Map for certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged), in the Town of Cedarburg, Ozaukee County, Wisconsin”
[Petitioner: Richard & Aricka Knox, NE ¼ Sec. 17]*

BASIC INFORMATION	
Project Name	Knox Rezone
Applicant Name	Richard & Aricka Knox
Size of Parcel	9.98
Existing Zoning	R-2 Single Family Residential
Requested Zoning	E-1 Estate Residential
Abbreviated Legal	NW ¼ Sec. 17
Future Land Use Map Designation	Rural Neighborhood – Countryside Allows: A-1, A-2, E-1, CR-A, CR-B, C-1, P-1, M-3

ADJACENT LAND USE/ZONING MATRIX		
<i>Direction</i>	<i>Land Use</i>	<i>Zoning</i>
North	Prime Agricultural, Conservancy	A-2, C-1
South	Residential	TR
East	Residential	TR
West	Residential, Conservancy	E-1, C-1

ZONING CONSISTENCY MATRIX		
	<i>Required</i>	<i>Provided</i>
Zoning Requested:	E-1	E-1
Minimum Lot Size	4 Acres	9.98 acres
Minimum Lot Width	200'	495'
Minimum Street Building Setback	125' for outbuilding 75' for home	~55' northern outbuilding to road edge (nonconforming)* ~230' for southern outbuilding to road edge ~150' for existing home to road edge
Minimum Side Yard Setback	40' for home 40' for outbuilding	~85' for existing home ~175' for northern outbuilding ~200' for southern outbuilding
Minimum Rear Yard Setback	40' for home 40' for outbuilding	Several hundred feet for both outbuildings and home
Minimum Setback from House	10' for outbuilding	>100' for both outbuildings
Maximum Height	35' for outbuilding 42' for home	All buildings are existing

*R-2 requires outbuildings to be even with or behind the home from the road. The outbuilding is already non-conforming in R-2 as it is closer to the road than the home. The rezone to E-1 does not in itself make it more non-conforming since it already exists.

BACKGROUND

Richard & Aricka Knox have submitted a rezoning application for the property located at 9727 Cedar Creek Road to go from R-2 Single Family Residential into E-1 Estate Residential. They would like to plant some fruit trees (orchard), have chickens, and a potential fenced grazing area for a limited number of sheep and goats. R-2 zoning does not allow for domesticated farm animals with the exception of chickens with a Town issued license, while E-1 zoning allows farm animals as a noncommercial accessory use by members of the family residing on the property.

EXECUTIVE REVIEW

1. Zoning / Structures

Assessment records show a 3,827 square foot home built in 1865, a 20'x40' pole building, a 24'x56' pole building, and a 20'x40' garage. The property is 9.98 acres and zoned R-2. The applicant has applied for rezoning into the E-1 Estate Residential district for the reasons summarized above. Of note is the E-1 district allows for unlimited outbuilding space, but requires any new outbuilding over 2,000 square feet to come to the Town for architectural and site plan review. There is one existing nonconforming structure in the outbuilding that is too close to the front property line under current zoning. The Comprehensive Plan designates the area as Rural Neighborhood – Countryside, which allows E-1 zoning (but no rezoning into R-2 in this area).

2. Driveway/Access

There are no proposed changes to access at this time, which is off of Cedar Creek Road.

3. Shoreland Zoning / Floodplain / Wetlands

Ozaukee County Land and Water noted the property is completely within County Shoreland Zoning. There is floodplain and wetland on the property. A navigable stream runs thru the property. The County Shoreland Map shows the current floodplain boundaries and elevations which reflect the FEMA map effective 7/31/2024 Floodplain Mapping. The County Shoreland "Map 2" does not show the floodplain on it. The structure is currently on an old conventional septic system that was permitted in 1973.

Rezoning from R-2 to E-1

The applicant is seeking to rezone portions of the property currently zoned R-2 to E-1 (C-1 would remain unchanged). Again, they would like to plant some fruit trees (orchard), have chickens, and a potential fenced grazing area for a limited number of sheep and goats. R-2 zoning does not allow for domesticated farm animals with the exception of chickens with a Town issued license, while E-1 zoning allows farm animals as a noncommercial accessory use by members of the family residing on the property.

PUBLIC NOTICE

Rezoning public hearings are held at the Town Board level. A Class 2 Public Notice was published in the News Graphic on November 19th and November 26th. Additionally, postcards were mailed to property owners within 1000' of the property on November 5th. There were no public comments received for inclusion in the packet.

PLAN COMMISSION RECOMMENDATION / ACTION REQUESTED

At their meeting on November 20th, the Plan Commission unanimously recommended the Town Board approve the rezoning. Staff requests the Board hold a public hearing and come back to the matter for possible action on the rezoning application.

Potential Motion if in favor of the application:

Move to approve the proposed rezoning of land from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged) via Ordinance 2024-10.

ATTACHMENTS

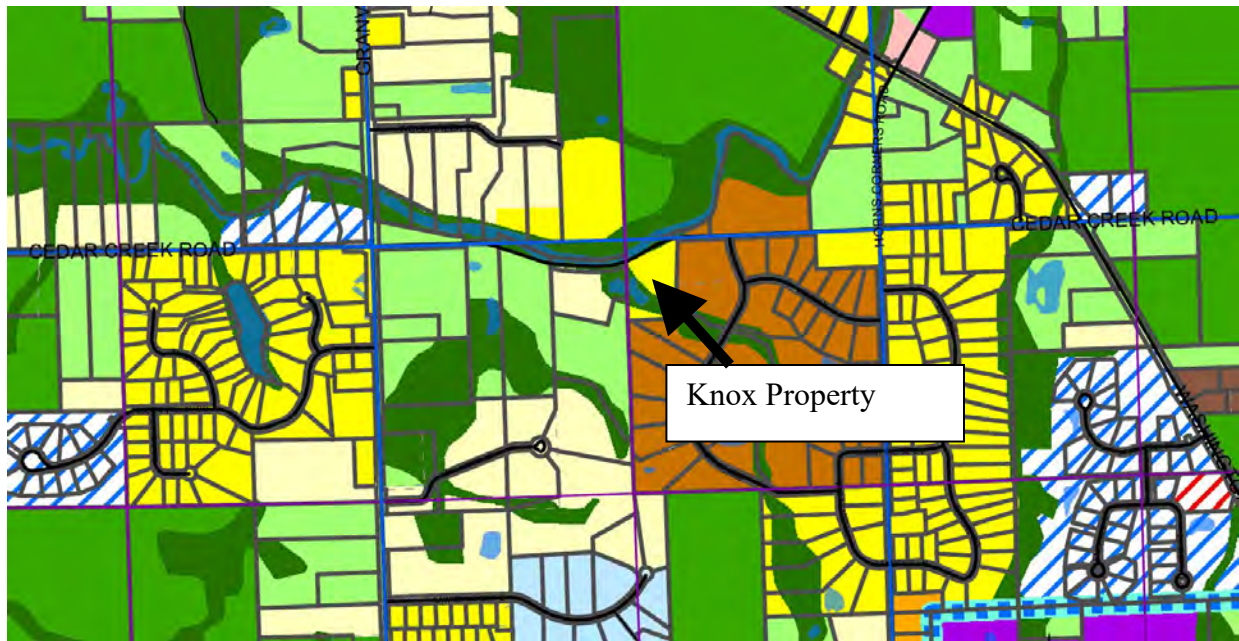
- I. Zoning Map / GIS Map / Shoreland Map
- II. Applicant Materials
- III. Draft Ordinance

COPIES MAILED/E-MAILED TO

- I. Aricka Knox, roaKnox@yahoo.com

Action	Date	Status
Post Cards to owners within 1,000'	11-5-24	Mailed
Public Notice in News Graphic Rezone	11-19 & 11-26-24	Published
Plan Commission Meeting	11-20-24	Rec. Approve
Town Board Meeting	12-4-24	This Meeting

ATTACHMENT I.



Legend	
	PUD Planned Unit Developments
	TCOD Town Center Overlay District
	A-1 Agricultural District
	A-2 Prime Agricultural District
	B-1 Neighborhood Business District
	B-2 Planned Business District
	B-3 Business District
	CR-A Countryside Residential A
	CR-B Countryside Residential B
	E-1 Estate Residential District
	R-1 Single Family Residential District
	R-2 Single Family Residential District
	R-3 Single Family Residential District
	TR Transitional Residential District
	TR-2 Transitional Residential District
	P-1 Public and Private Park District
	M-1 Industrial District
	M-2 Planned Industrial District
	M-3 Quarrying District
	C-1 Conservancy District

Ozaukee County Shoreland Zoning



11/4/2024, 11:39:27 AM

LOMA

Base Flood Elevations

Cross Sections

Shoreland and Floodplain Zoning Fill

FEMA Floodlines

A - 100 Year Floodplain

AE - 100 Year Floodplain with BFE

AE, Floodway

X, 2% Annual Chance Flood Hazard

X, Area of Minimal Flood Hazard

Shoreland and Floodplain Zoning

Wetlands Within Shoreland

Wetland Regulated less than 1/4 ac

Wetlands Regulated

Wetlands Open Water

Hydro Polygon

Hydro Polyline

PLSS Corners

Center of Section

GPS Point

Meander Corner

Quarter Section Corner

Section Corner

Witness Corner

Railroad Centerline

Highways

State Highway

County Highway

Local Roads

Local

Private

Ramp

Service Drive

Historical Parcel Lines

Parcels

Road Reservation

Road Right-of-Way

Condominium

Gap

Overlap

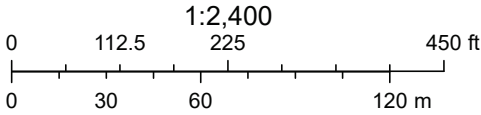
Tax Parcel

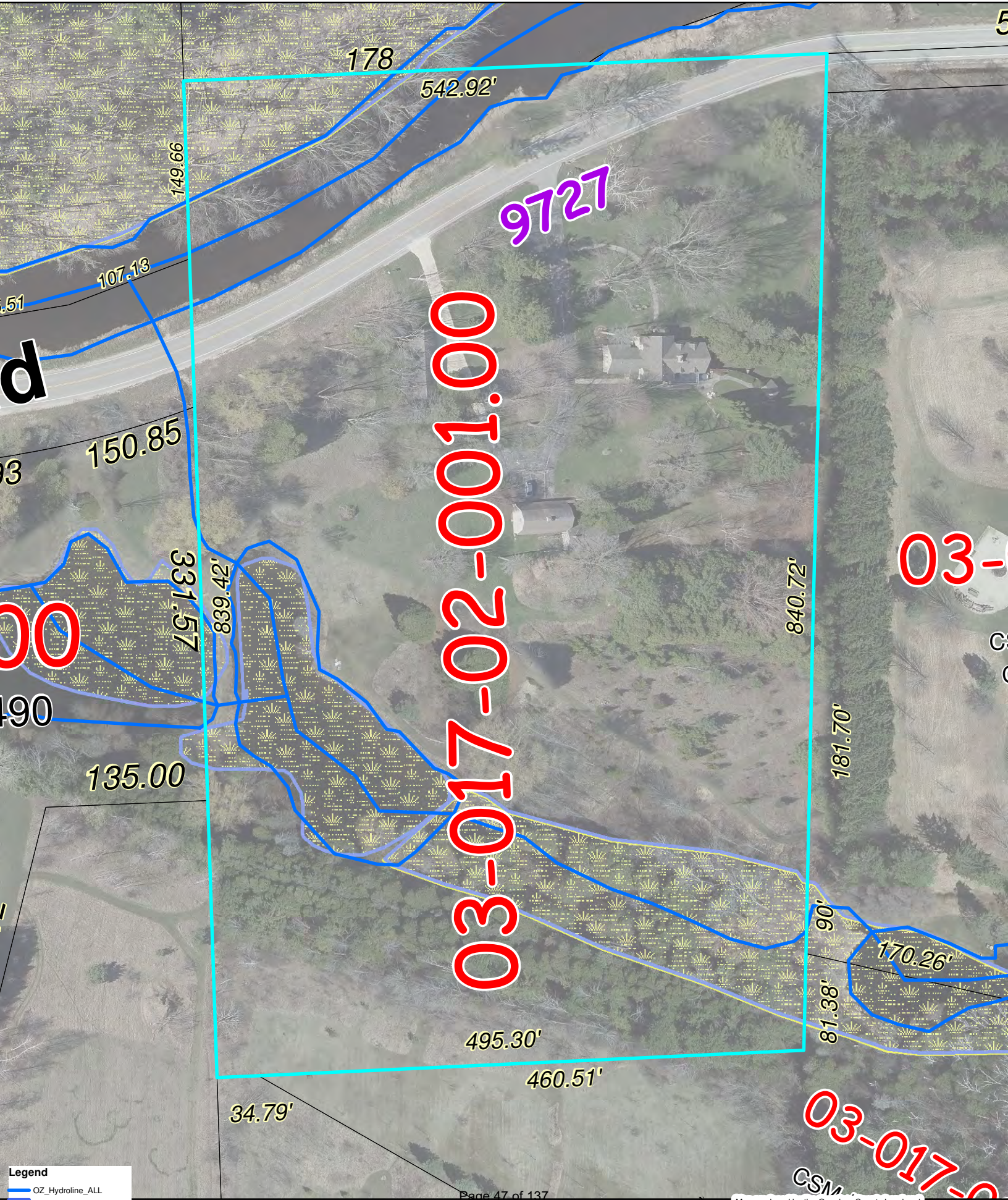
PLSS Townships

PLSS Sections

PLSS Quarter Sections

Control Survey Diagram





Proposed Variances:

We respectfully request a change from Residential (R2) zoning to Estate Residential (E1) to align with changes we would like to make in use to the property at 9727 Cedar Creek Road. All changes would be within the central area of the property and not the perimeter abutting to neighbor properties. The changes would serve our personal use and not be used for commercial sale. No new building expected.

1. The addition of a small orchard of approximately 6 fruit trees behind the garage. Location noted on site plan.

2. The addition of a commercial chicken coop with run measuring approximately 6x18ft. Plan to house an estimated 12 chickens. Location is near house and noted on site plan.

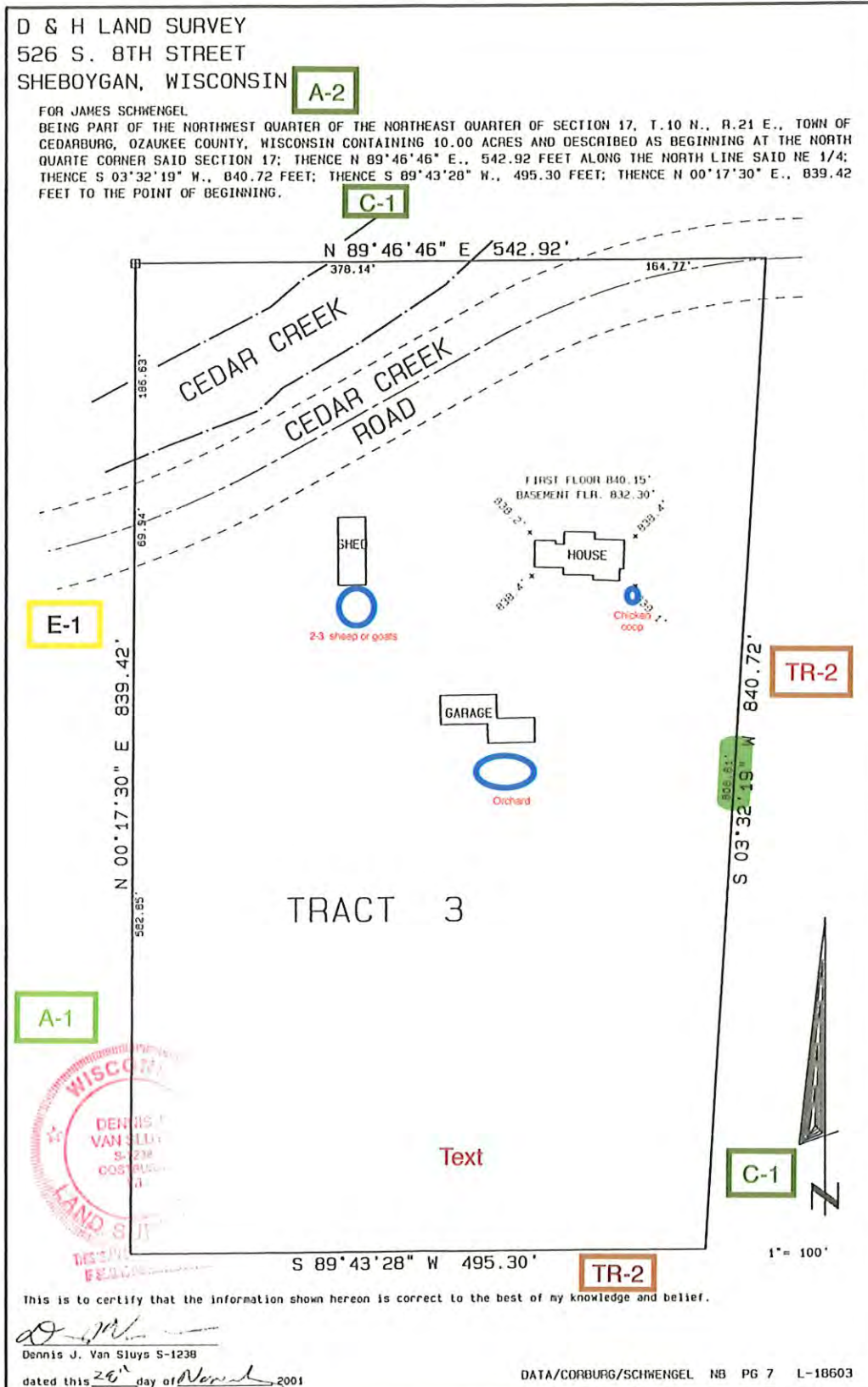
3. Potential addition of fenced grazing area adjacent to shed to support 2-3 sheep or goats. Shelter for the animals would be supported through inside modifications to the existing shed or the addition of a separate small commercial shelter adjacent to shed. Location is noted on the site plan.

Thank you for your consideration.

Rick and Aricka Knox

17-10-21

Site plan: 9727 Cedar Creek Rd

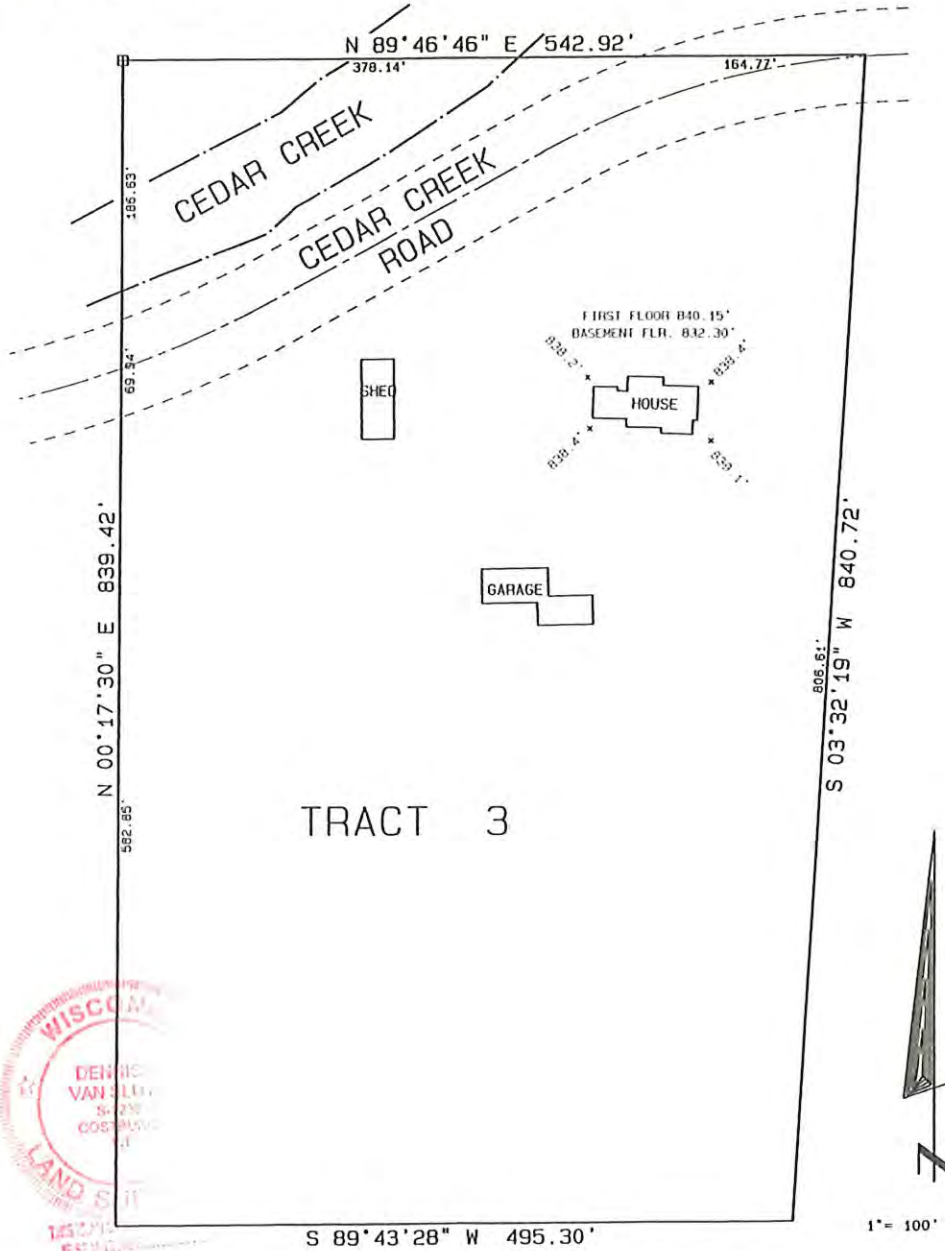


17-10-21

Plat Map

D & H LAND SURVEY
526 S. 8TH STREET
SHEBOYGAN, WISCONSIN

FOR JAMES SCHWENGEL
BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, T.10 N., R.21 E., TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN CONTAINING 10.00 ACRES AND DESCRIBED AS BEGINNING AT THE NORTH QUARTER CORNER SAID SECTION 17; THENCE N 89°46'46" E., 542.92 FEET ALONG THE NORTH LINE SAID NE 1/4; THENCE S 03°32'19" W., 840.72 FEET; THENCE S 89°43'28" W., 495.30 FEET; THENCE N 00°17'30" E., 839.42 FEET TO THE POINT OF BEGINNING.



This is to certify that the information shown hereon is correct to the best of my knowledge and belief.

Dennis J. Van Sluys
Dennis J. Van Sluys S-1239

dated this 26th day of April 2001

DATA/CORBURG/SCHWENGEL NB PG 7 L-18603

**TOWN OF CEDARBURG, WISCONSIN
ORDINANCE NO. 2024-10**

An Ordinance to Rezone Land and Amend the Zoning Map for certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged), in the Town of Cedarburg, Ozaukee County, Wisconsin.

WHEREAS, the Town of Cedarburg Plan Commission, having previously reviewed all standards required to be considered by the Zoning Code of the Town of Cedarburg and after due deliberation, has recommended to the Town Board that the following be rezoned: certain lands from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (C-1 Conservancy unchanged) with Tax Key #030170200100 in the Town of Cedarburg, Ozaukee County, Wisconsin; and

WHEREAS, all notices of said proposed rezoning and public hearing thereon have been given as required by the Zoning Code and sec. 62.23(7)(d), Stats., and such public hearing was held before the Town Board of Supervisors on December 4, 2024; and

WHEREAS, the Town Board has determined that the rezoning of such property will promote the public health, safety, morals and general welfare of the community, and has made a motion that the zoning districts and Official Zoning Map of the Town of Cedarburg be amended to reflect the above-described zoning change.

NOW, THEREFORE, the Town Board of the Town of Cedarburg, Wisconsin, does ordain the following lands be rezoned as follows:

1. Certain lands be rezoned from R-2 Single Family Residential District to E-1 Estate Residential District located at 9727 Cedar Creek Road (Tax Key # 030170200100) (C-1 Conservancy unchanged) in the Town of Cedarburg, Ozaukee County, Wisconsin.
2. The zoning districts and Official Zoning Map of the Town of Cedarburg shall be amended to reflect the revised zoning designations.
3. This Ordinance shall become effective upon passage and posting as provided by law.

Passed and approved this 4th day of December, 2024.

David M. Salvaggio, Town Chairman

ATTEST:

Jack Johnston
Assistant Administrator/Clerk



Meeting Date: 12/4/24
Agenda Items: # 9b,11b,11c

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Amy Barrows, Planner, Eric Ryer, Administrator

MEMO WRITTEN: November 25, 2024

SUBJECT: **Agenda Item # 9b:** Public hearing to take comment on Ordinance 2024-11, “An Ordinance to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000, in the Town of Cedarburg, Ozaukee County, Wisconsin”
[Petitioner: Robert Tillman, N ½ Sec. 11]
Agenda Item # 11b: Discussion and possible motion on Ordinance 2024-11, “An Ordinance to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000, in the Town of Cedarburg, Ozaukee County, Wisconsin”
[Petitioner: Robert Tillman, N ½ Sec. 11]*
Agenda Item # 11c: Discussion and possible motion on a minor land division application to divide a 4.166 acre parcel from the 79.77 acre parent parcel located at 5019 Pleasant Valley Road **[Petitioner: Robert Tillman, Owner Pleasant Valley Acquisition LLC, Tax Key 030110200000, NE ¼ Sec. 11]***

BACKGROUND INFORMATION	
Project Name	Tillmann CSM & Rezone
Applicant Name	Robert Tillmann
Consulting Planner and/or Engineer	M2 Engineering
Size of Parcel	~120 acres
Existing Zoning	CR-A & C-1
Requested Zoning	TR-2, E-1 & C-1
Abbreviated Legal	NE & NW ¼ of Sec. 11
Future Land Use Map Designation	Rural Neighborhood – Countryside Allows: C-1, P-1, A-1, A-2, E-1, CR-A & CR-B, TR, TR-2, M-3

ADJACENT LAND USE/ZONING MATRIX		
Direction	Land Use	Zoning
North	Agricultural, Conservancy, Pleasant Valley Park	A-1, C-1
South	Residential, Conservancy	CR-B, TR-2, C-1
East	Agricultural, Residential, Conservancy	A-1, E-1, R-2, C-1
West	Agricultural, Residential, Conservancy	A-1, E-1, C-1

ZONING REQUIREMENTS	<i>Required</i>	<i>CSM Provided</i>	<i>Required</i>	<i>Concept Development 3/24</i>
	E-1	E-1	TR-2	TR-2
Minimum Lot Size	4 acres	4.166 acres	1 acre Density 1 lot per 2 acres	Lots range from 1-4 acres; concept only at this time Density 1 lot per 2.25 acres
Minimum Lot Width	Width: 200' Frontage: 75' cul de sac 120' curve; 200' Other	Width: >200' Frontage: 296.02 curve	150' Av. Width 75' cul de sac radius 120' curve	Varies
Min. Street Building Setback	75' 100' section line road	TBD home	75' 100' section line road	-
Minimum Side Yard	40' home	TBD home	25' home	-
Minimum Rear Yard	40'	TBD home	75' for a home 25' when abutting common open space with 75' as part of the subdivision	-

BACKGROUND

This property was rezoned from A-2 into CR-A back in February of 2014. The land has remained in CR-A since that time. A concept plan reviewed by the Plan Commission at their March 2024 meeting proposed 53 lots, with the intent to pursue TR-2 zoning which is consistent with the subdivision directly to the south (Ridgeview Meadows). The Plan Commission supported the concept plan and zoning, directing staff/SEWRPC to proceed with updating the Future Land Use map of the Comprehensive Plan to allow for TR-2 zoning in this section (Section 11). In general, allowing density consistent with surrounding Town subdivisions in areas near the Village of Grafton boundaries would encourage Town development and minimize loss of land due to annexation which could result in more dense development not consistent with Town style development. The Comprehensive Plan was unanimously approved by the Town Board at their November 6th meeting, which allows TR-2 in this area. This application seeks to divide one lot off via CSM and rezone the 4.166 acres to E-1 Estate, and rezone the remainder of the land into TR-2 to prepare it for a major land division application, consistent with the March concept plan and Comprehensive Plan.

EXECUTIVE ANALYSIS

1. Zoning / Density / Open Space / Comprehensive Plan

The ~120 acre L-shaped property is currently zoned CR-A and C-1. The property has frontage on the south side of Pleasant Valley Road. Rezoning into TR-2 remains consistent with the March 2024 concept discussion. The maximum density for TR-2 is 1 lot per 2 acres. TR-2 zoning would allow for 59 lots based on density; the concept plan showed an overall less dense development of 53 lots. The concept plan showed 38.74 acres as open space, or ~32%. TR-2 requires 30%, exclusive of roads and road rights-of-way. The property is designated as Rural Neighborhood-Countryside in the Comprehensive Plan, which now allows for TR-2. The Town Attorney has confirmed the application can proceed at this time.

Under the newly adopted Comprehensive Plan, TR-2 in this area would achieve the following:

- Allow for residential development that transitions from more dense development patterns in the Village of Grafton. The purpose of the TR-2 District is to provide single-family, low-density residential development incorporating permanently protected open space areas and to provide a buffer to adjacent incorporated areas.

2. **Access/Refuse & Recycling/Mailbox**

The application includes a Joint Access Easement for the lot being proposed via CSM that would allow access to a future public roadway for the remainder of the subdivision. Both lots on the CSM would have access to the public road even though an easement is proposed, which addresses access for vehicular, pedestrian, utility, and emergency service access. The CSM shows the entrance off of Pleasant Valley Road, which under the concept layout then loops into the development to form several culs-de-sac. The applicant indicated they would build a Town-spec roadway they would dedicate to the Town. This is typically done with a 66' wide public dedication to the Town. Refuse and recycling collection would be complete by the contracted removal company consistent with other developments served by public roadways. The issue of mail delivery and location of private versus group mailboxes has would be addressed at the time of plat submittal.

3. **Onsite Sewage Disposal**

Water and sewer would be provided by private well and mound. Soils tests for the CSM are attached, which show the 4.166 acre lot could be an in-ground pressure system. Ozaukee County Land and Water Management Department reviewed the concept plan previously and provided the following comments related to sewerage disposal:

- The existing private wastewater treatment system (POWTS) that serves the existing residence will need to be abandoned in accordance with the Ozaukee County Sanitation and Health Ordinance. This means the property owner/agent needs to have a licensed plumber apply for an Abandonment Sanitary Permit. Once this Permit is issued, the licensed plumber contacts the Ozaukee County Land & Water Management Department to make an appointment to inspect the abandonment of the existing POWTS.
- The department recommends that soil testing for each proposed parcel be completed to determine suitability for POWTS other than for holding tank systems (unless the Town is willing to accept the lots to be served by holding tanks). A completed soil test report for each lot is to be submitted to the county sanitation department for review. Each soil test report needs to be tied into surveyed benchmark (s), preferably to the top of iron pipes for each lot.

4. **Fire Department/Cistern**

The CSM was shared with the Cedarburg Fire Department, who indicated no concerns. The concept plan was also shared with the Cedarburg Fire Department back in March. The culs-de-sac will need to comply with Town road standards, including a minimum 45 ft. radius. Town code Section 320-10 also requires that subdivisions with 8 or more lots provide a cistern. The Town now has a network of 10 cisterns and 2 dry hydrants, with the most recent being installed at Meadowview Estates at Sherman Road and Granville Road. The Town/CFD could consider an alternate location if they feel the area is adequately served by the cistern about a half mile to the west.

5. **Shoreland Zoning / Wetlands / Floodplain / Ozaukee County**

The attached shoreland/wetland/floodplain map shows the property does contain wetlands, shoreland zoning, and floodplain. Ozaukee County Land and Water noted the floodplain elevation is not shown on the proposed CSM. It should be shown and a note that this is based on the current FEMA FIRM map with the effective date of 7/31/2024. The navigable stream that runs along the west end of the proposed subdivision and the associated 300-ft. County Shoreland Zoning jurisdictional boundary must be shown on future submittals. A wetland delineation has not been submitted at this time, but that work would confirm the locations of current wetlands.

The applicant is required to apply for a rezoning through Ozaukee County to recognize the wetland delineation report (at the time of major land division plat submittal). Andrew Struck from Oz. County Planning and Parks responded the two-lot land division does not require County land division review and approval; however, if the CSM would change to create any additional lot (or outlot) it would require County land division review and approval. Any proposed wetland fill as part of the major land division plat would require a rezoning. The applicant would also need to work with other applicable agencies (WDNR, Army Corps of Engineers, SEWRPC etc.) for necessary permitting.

6. **Stormwater & Erosion Control**

No such plan is required at this time for a CSM, but a stormwater and erosion control plan would need to be submitted along with the grading plan/preliminary plat and site plan as part of the full submittal package. Review of these documents would be completed by a Town contracted Engineer.

7. **Subdivision Legal Documents**

The developer would draft and submit legal instruments potentially including a declaration of restrictions, developer's agreement, bylaws, easement deed restrictions, and a stormwater maintenance agreement etc. It is the duty of the developer to properly record with the Register of Deeds and other applicable agencies. The Town Attorney has the Joint Access Easement for review.

8. **State Approval**

No such plan is required at this time for a CSM. Regarding a future plat, Town Code Section 184-6 requires State Department of Administration (WDOA) approval before final approval by the Town Board. Section 184-7 of the Town Code requires all public improvements to be installed, or a surety acceptable to the Town Board, to insure the land divider will make these public improvements. The public improvement proposed by the concept would be a new public road.

PUBLIC NOTICING

Post cards regarding the rezoning application have been mailed to all properties within 1000'. A Class 2 notice has also been sent to the News Graphic. No written comments have been received at this time.

ENGINEERING REVIEW

The initial engineering comment letter from Gremmer is attached and was shared with the applicant. Their surveyor resubmitted a corrected CSM which was passed along to Gremmer for comment, which is expected by December 3rd due to the tight holiday turnaround. Should the CSM and rezoning be approved, a Town consulting planner, Town Engineer, Town Attorney, and other necessary consultants will be assigned ahead of any major land division application.

PLAN COMMISSION RECOMMENDATION / ACTION REQUESTED

At their meeting on November 20th, the Plan Commission unanimously recommended the Town Board approve the rezoning and CSM. Staff requests the Board hold a public hearing on the rezoning and come back to the matter for possible action on the rezoning application and CSM via separate motions.

As noted at the beginning of this report, the favorable concept review and Comprehensive Plan adoption align with these applications. The Town Attorney has determined that the rezoning is consistent with the Comprehensive Plan.

Potential Motions if in favor of the application:

Item 11b: Move to approve Ordinance 2024-11 to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000.

Item 11c: Move to approve the proposed minor land division application to divide a 4.166 acre parcel from the 79.77 acre parent parcel located at 5019 Pleasant Valley Road.

ATTACHMENTS

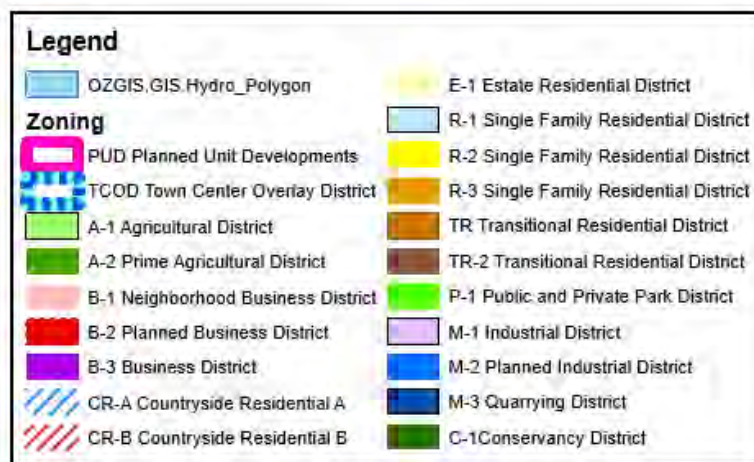
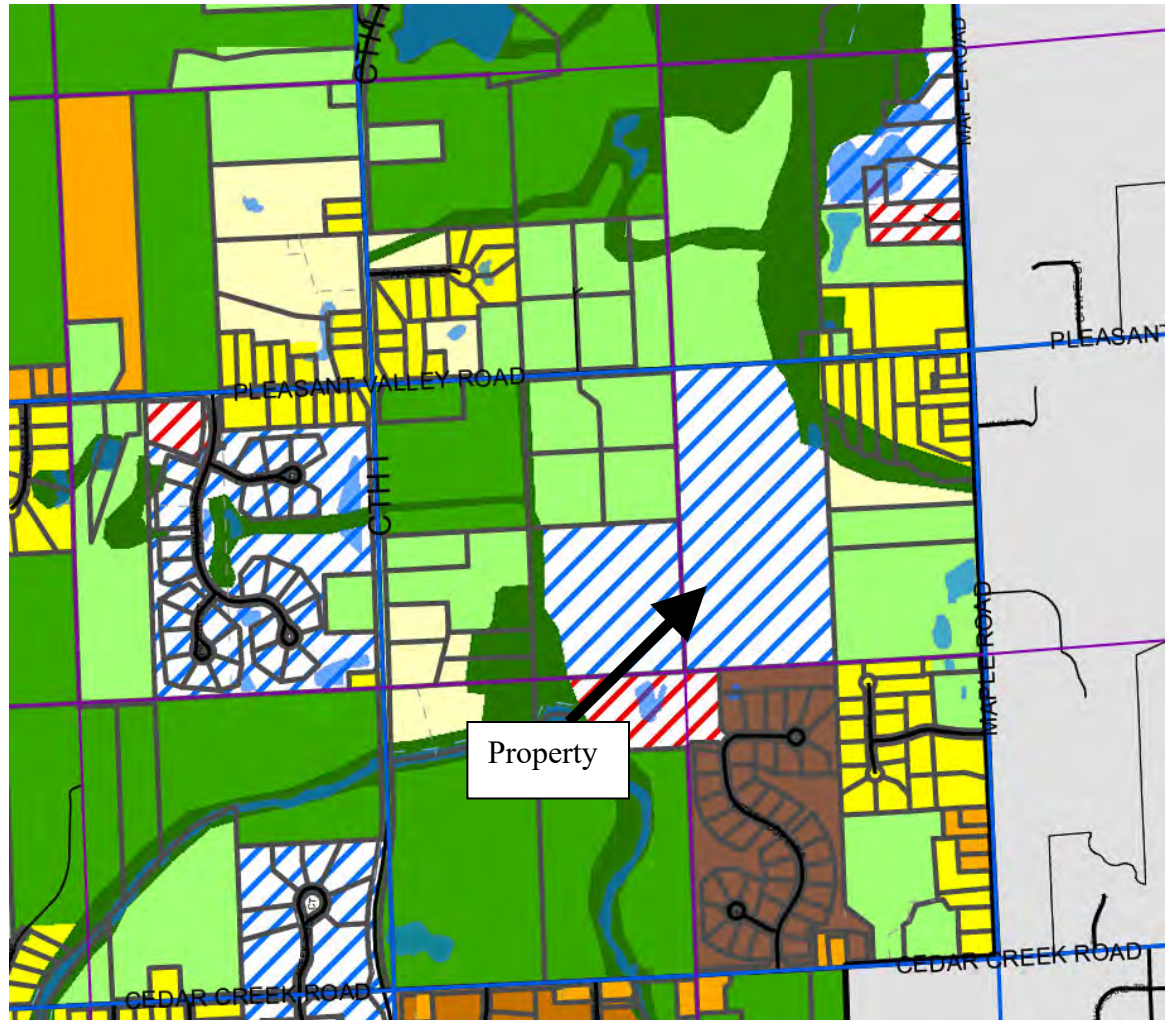
- I. Zoning Map/ Shoreland Map / Applicant Materials
- II. Draft Ordinance
- III. Engineering Review Letter

COPIES MAILED/E-MAILED TO

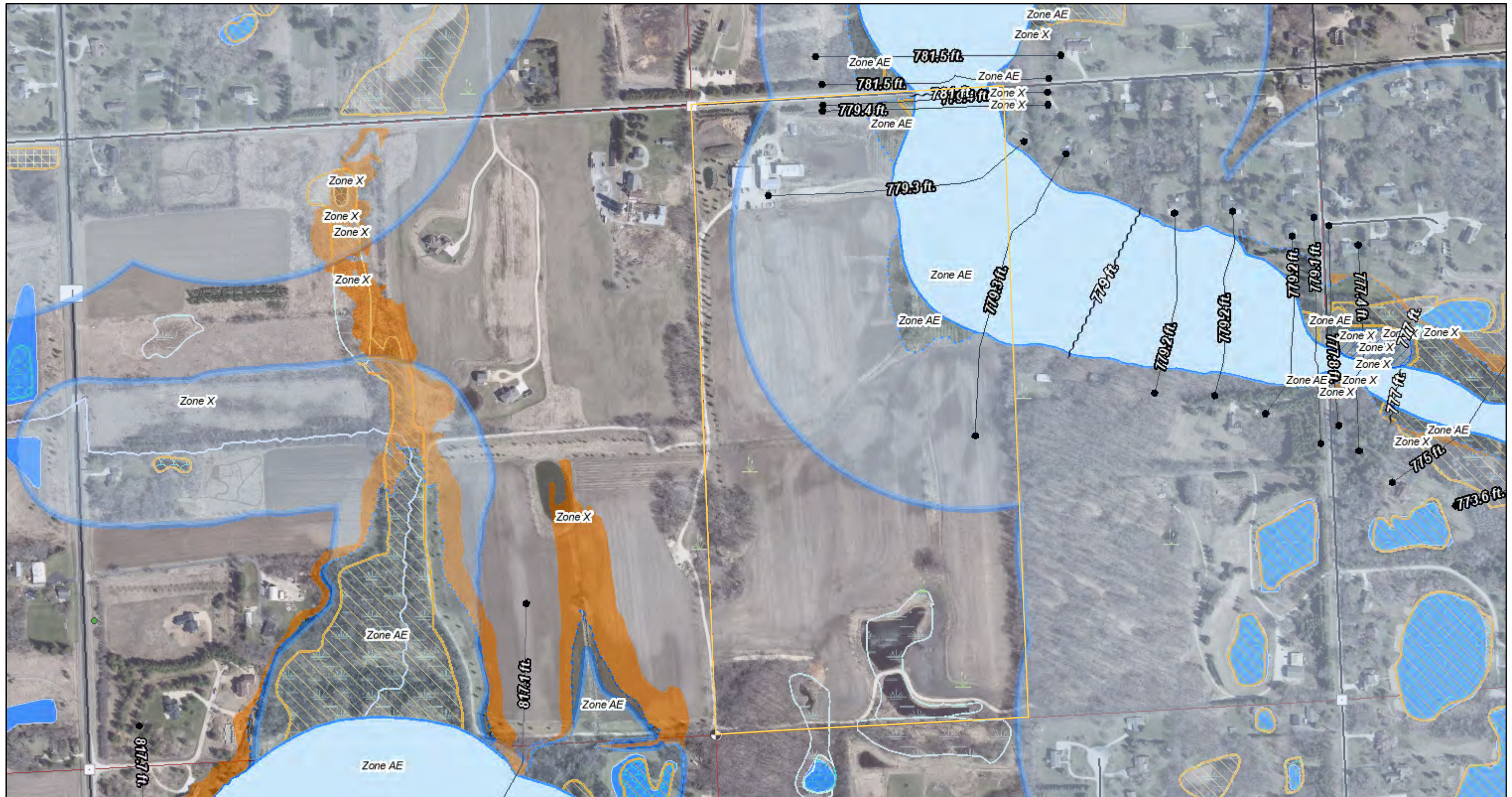
- I. Robert Tillmann: tilly31.bt@gmail.com
- II. Bob Dreblow: bdrebs52@gmail.com
- III. Tony Gromacki (M2): tgromacki@msquaredengineering.com
- IV. Jeff Vahsholtz (CFD): jvahsholtz@cityofcedarburg.wi.gov
- V. Andrew Struck (Oz. Co): ASTRUCK@ozaukeecounty.gov
- VI. Barry Sullivan (Oz. Co.): bsullivan@ozaukeecounty.gov

Action	Date	Status
Concept Discussion	3-20-2024	Rec. Proceed
Rezone Public Notice News Graphic	11-19 & 11-26-24	Published
Rezone Post Cards within 1,000 feet	11-5-24	Mailed
Plan Commission Meeting	11-20-24	Rec. Approve
Town Board Meeting & Public Hearing on Rezone	12-4-24	This Meeting
Plan Commission meeting for plat review & recommendation	-	-
Town Board meeting for plat	-	-
Plan Commission final plat	-	-
Town Board final plat	-	-

ATTACHMENT I.

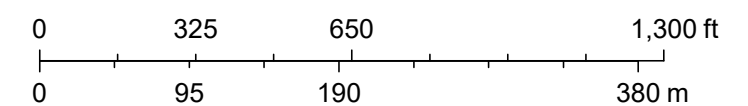
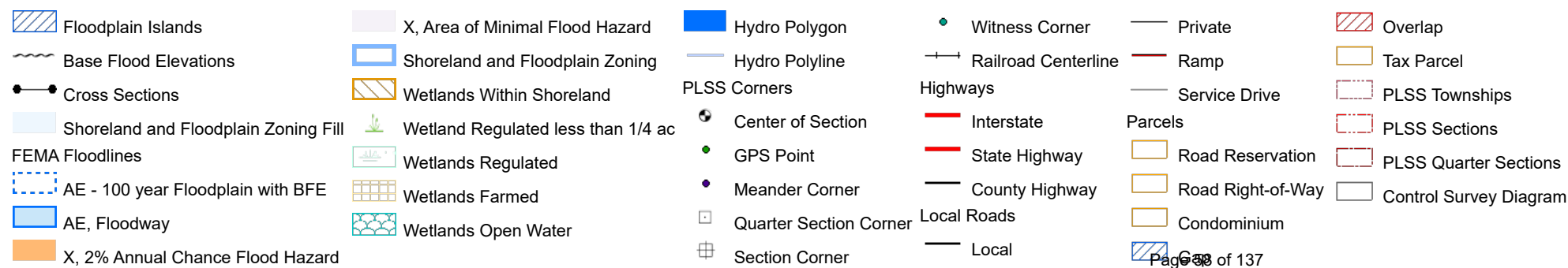


Ozaukee County Shoreland Zoning



11/4/2024, 11:58:15 AM

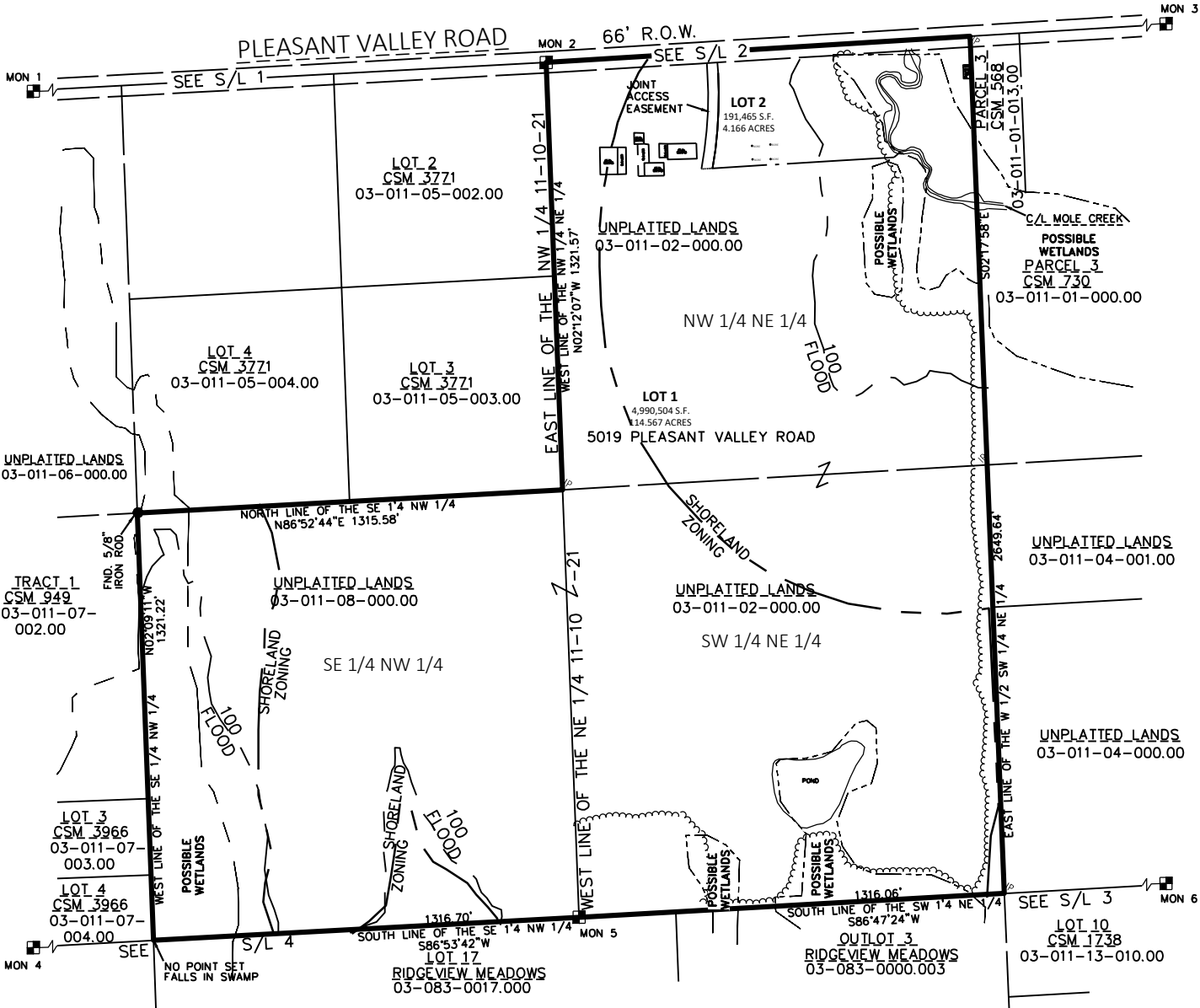
1:4,800



OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

SECTION LINE TABLE:
S/L 1: NORTH LINE OF THE NW 1/4 11-10-21, N86°51'45"E 2668.91'
S/L 2: NORTH LINE OF THE NE 1/4 11-10-21, N86°30'10"E 2623.36' 1311.68' (BOUNDARY)
S/L 3: SOUTH LINE OF THE NE 1/4 11-10-21, N86°47'24"E 2632.12'
S/L 4: SOUTH LINE OF THE NW 1/4 11-10-21, S86°53'42"W 2633.40'



GENERAL NOTES:

- 1.) THE SHORELAND ZONING SHOWN IS FROM THE OZAUKEE COUNTY GIS SITE.
- 2.) ALL ENVIRONMENTAL INFORMATION IS FROM OZAUKEE CO. GIS SITE
- 3.) "AN IMPACT FEE MUST BE PAID PER TOWN CODE"
- 4.) FOR DETAIL ON LOTS 1 AND 2, SEE SHEETS 2 AND 3.

MONUMENT TABLE:

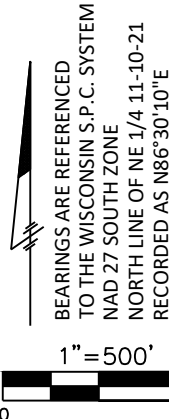
- MON 1:
THE NW COR OF THE NW 1/4 OF
11-10-21 ALUM. CAP/BERNTSEN MON
- MON 2:
THE NW COR OF THE NE 1/4 OF
11-10-21 MAG NAIL
- MON 3:
THE NE COR OF THE NE 1/4 OF
11-10-21 SEWRPC BRASS
CAP/CONCRETE MON
- MON 4:
THE SW COR OF THE NW 1/4 OF
11-10-21 ALUM. CAP/BERNTSEN MON
- MON 5:
THE SW COR OF THE NE 1/4 OF
11-10-21 SEWRPC BRASS
CAP/CONCRETE MON
- MON 6:
THE SE COR OF THE NE 1/4 OF
11-10-21 SEWRPC BRASS
CAP/CONCRETE MON

LEGEND

- SET 3/4" X 18" REBAR W/P.C.
1.502 LBS/FT
- FND 3/4" REBAR
- IP FOUND 1" IRON PIPE



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com



THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

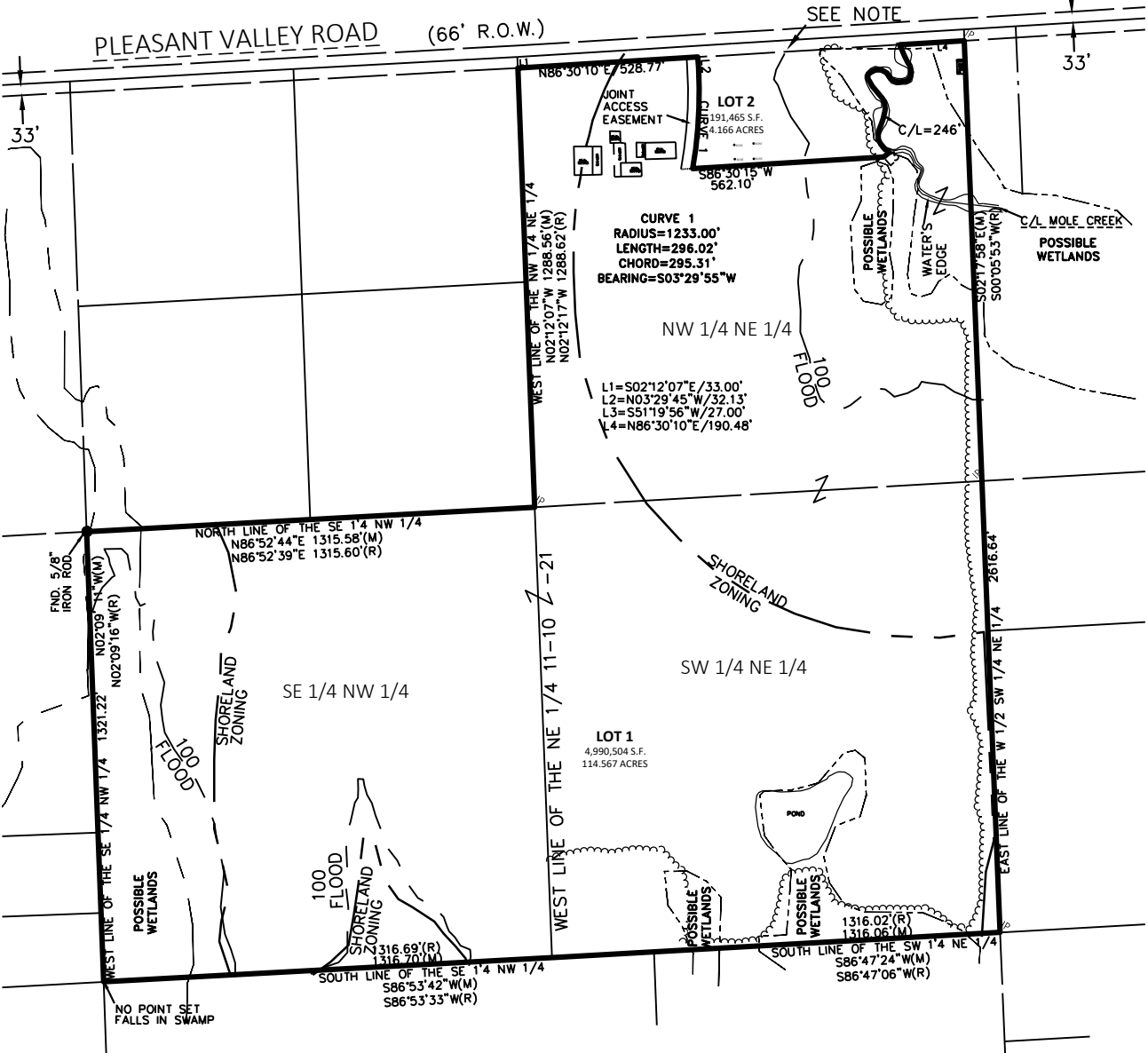
11/25/2024
SHEET 1 OF 7

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

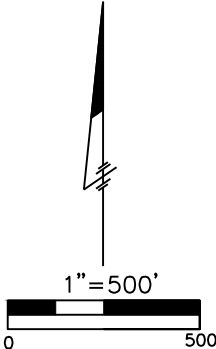
DETAIL FOR LOT 1

NOTE: 33 FOOT STRIP DEDICATED
TO THE PUBLIC FOR ROADWAY
PURPOSES.
0.99 ACRES, 43,286 S.F.



LEGEND

- SET 3/4" X 18" REBAR W/P.C.
1.502 LBS/FT
- FND 3/4" REBAR
- IP FOUND 1" IRON PIPE
-
- (R) RECORDED
- (M) MEASURED



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

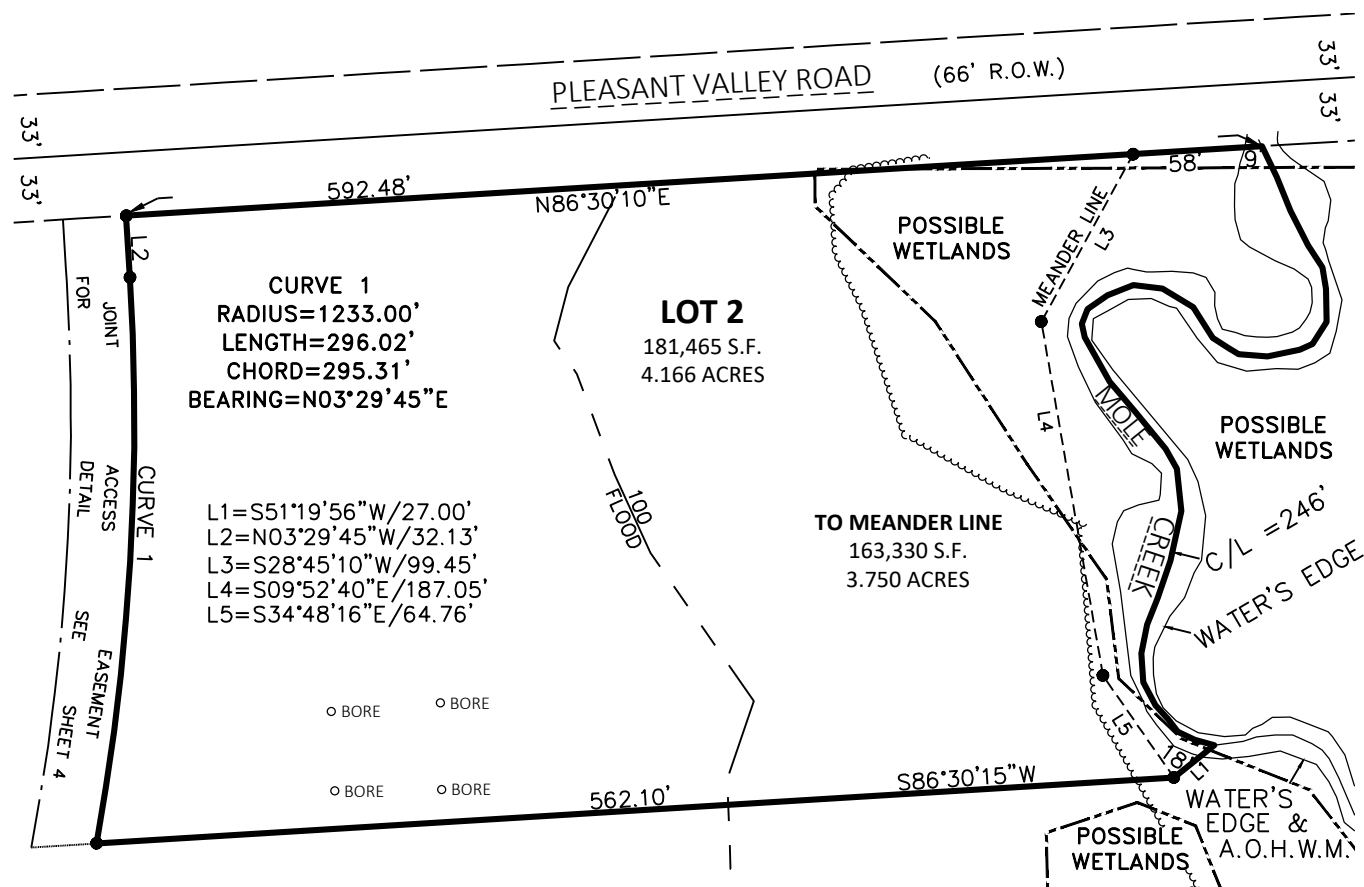
THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

11/25/2024
SHEET 2 OF 7

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

DETAIL FOR LOT 2



LEGEND

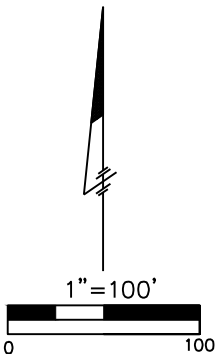
- SET 3/4" X 18" REBAR W/P.C. 1.502 LBS/FT
- FND 3/4" REBAR
- BORE SOIL BORINGS
- (R) RECORDED
- (M) MEASURED

A.O.H.W.M. APPROXIMATE ORDINARY HIGH WATER MARK



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

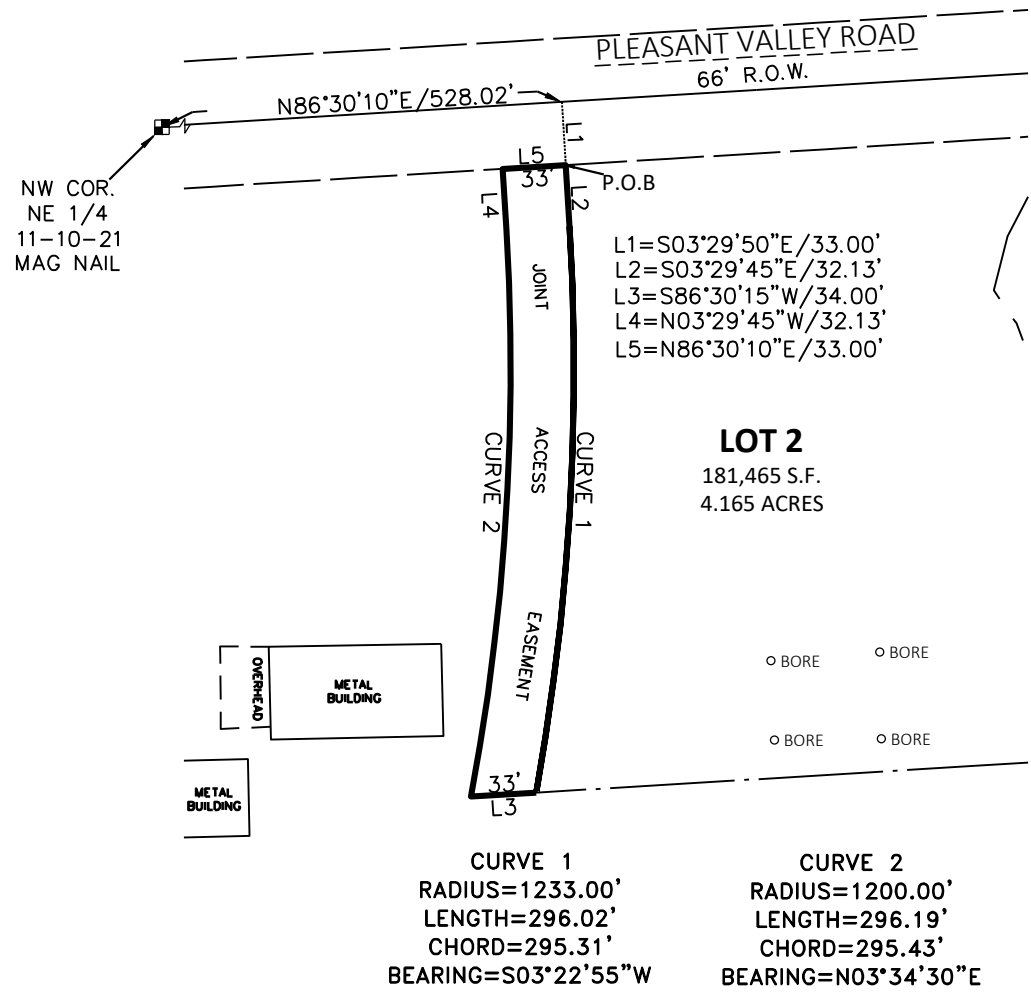


11/25/2024
SHEET 3 OF 7

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

JOINT ACCESS EASEMENT DETAIL

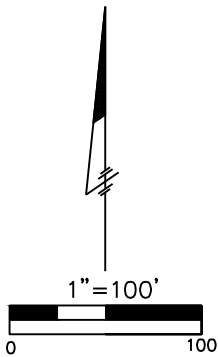


JOINT ACCESS EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4,
OF SECTION 11, ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF
CEDARBURG, OZAUKEE COUNTY, WISCONSIN

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE
NORTHEAST 1/4; THENCE N86°30'10"E ALONG THE NORTH LINE OF SAID
NORTHWEST 1/4 OF THE NORTHEAST 1/4, 528.02 FEET; THENCE S03°29'50"E
33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PLEASANT VALLEY ROAD
AND BEING THE POINT OF BEGINNING; THENCE S03°29'45"E 32.13 FEET TO A
POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1233.00 FEET,
CHORD OF 295.31 FEET, BEARING S03°22'55"W; THENCE SOUTHWESTERLY
ALONG THE ARC OF SAID CURVE 296.02 FEET; THENCE S86°30'15"W 34.00
FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 1200.00
FEET, CHORD OF 295.43 FEET, BEARING N03°34'30"E; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE 296.19 FEET; THENCE
N03°29'45"W 32.13 FEET TO THE SOUTH RIGHT OF WAY LINE OF PLEASANT
VALLEY ROAD; THENCE N86°30'10"E ALONG SAID SOUTH LINE 33.00 FEET TO
THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.25 ACRES, 10,832 S.F.



LEGEND

- SET 3/4" X 18" REBAR W/P.C.
1.502 LBS/FT
- FND 3/4" REBAR
- BORE SOIL BORING



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

11/25/2024
SHEET 4 OF 7

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

SURVEYOR: ANTHONY J. GROMACKI, PLS-2090 **OWNER:** PLEASANT VALLEY ACQUISTION LLC
M SQUARED ENGINEERING, LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
ROBERT AND CYNTHIA TILLMANN
1934 MAPLE ROAD
GRAFTON, WI 53024

PARCEL 1, CSM 568: ROBIN L. AND BRENDA K. STIELOW 4707 PLEASANT VALLEY RD. GRAFTON, WI 53024 03-011-01-013.00	PARCEL 3, CSM 730: RICK D. BAUMAN AND TERRY L. CLARK-BAUMAN 2005 MAPLE ROAD GRAFTON, WI 53024 03-011-01-000.00	UNPLATTED LANDS: DALE N. MATTHIES 1985 MAPLE RD GRAFTON, WI 53024 03-011-04-001.00	UNPLATTED LANDS: CYNTHIA L. TILLMANN IRRE TRUST ET AL 1934 MAPLE ROAD GRAFTON, WI 53024 03-011-04-000.00	LOT 10, CSM 1738: BRIAN D. AND JENNIFER A. TEUNISSEN 1887 BUTTERNUT LANE GRAFTON, WI 53024 03-011-13-010.00
OUTLOT 3, RIDGEVIEW MEADOWS: RIDGEVIEW MEADOWS HOME OWNERS 1853 STONERIDGE LANE GRAFTON, WI 53024 03-083-0000.003	LOT 17, RIDEGVIEW MEADOWS: LAWERENCE A. AND SUSAN A. LECHNER 1853 STONERIDGE LANE GRAFTON, WI 53024 03-083-0017.000	LOT 2, CSM 3967: ANDREW J. AND AMBER M. HARRIGAN 1884 COUNTY ROAD I GRAFTON, WI 53024 03-011-10-005.00	LOT 4, CSM 3966: RICHARD AND MEREDITH SHIMP 1888 COUNTY ROAD I GRAFTON, WI 53024 03-011-07-004.00	LOT 3, CSM 3966: DANIEL AND AMY SHAY 1892 COUNTY ROAD I GRAFTON, WI 53024 03-011-07-003.00
TRACT 1, CSM 949: CHRISTOPHER D. AND DIANE L. RIECHERS 1960 COUNTY ROAD I GRAFTON, WI 53024 03-011-07-002.00	UNPLATTED LANDS: DIANA ROBERTS REVOCABLE TRUST W7061 WILDBERRY HILL ROAD PLYMOUTH, WI 53073 03-011-06-000.00	LOT 4, CSM 3771: TECWYN V III AND NICOLE K. ROBERTS 5551 PLEASANT VALLEY RD GRAFTON, WI 53024 03-011-05-004.00	LOT 3, CSM 3771: MATTHEW J. AND MONICA M. OLSON 5461 PLEASANT VALLEY RD GRAFTON, WI 53024 03-011-05-003.00	LOT 2, CSM 3771: BRIAN R. AND JENNIFER L. WIEBE 5231 PLEASANT VALLEY RD GRAFTON, WI 53024 03-011-05-002.00

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2090, DO HEREBY CERTIFY:

THAT BY THE DIRECTION OF ROBERT AND CYNTHIA TILLMANN, AS SOLE MEMBER OF PLEASANT VALLEY ACQUISITION LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN AND DESCRIBED HEREON, THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11, ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N86°30'10"E, ALONG THE NORTH LINE OF NORTHEAST 1/4 OF SAID SECTION 11, 1311.68 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 11; THENCE S02°17'58"E ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 2649.64 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE S86°47'24"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 1316.06 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE S86°53'42"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1316.70 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE N02°09'11"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1321.22 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE N86°52'44"E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1315.58 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N02°12'07"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 1321.57 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 119.726 ACRES (5,215,255 SQUARE FEET).

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SEC. 236.34 OF WISCONSIN STATUTES AND THE TOWN OF CEDARBURG'S LAND DIVISION ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING SAID LAND, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF SAID LANDS.

DATED THIS _____, DAY OF _____, 2024.

ANTHONY J. GROMACKI
PROFESSIONAL LAND SURVEYOR, S-2090



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

ROBERT AND CYNTHIA TILLMANN REVOCABLE TRUST, AS SOLE MEMBER OF PLEASANT VALLEY ACQUISITION LLC, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND SHOWN AND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY §236.10 OR §236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: TOWN OF CEDARBURG PLAN COMMISSION, TOWN OF CEDARBURG TOWN BOARD, VILLAGE OF GRAFTON PLAN COMMISSION AND THE VILLAGE OF GRAFTON BOARD

ROBERT J. TILLMANN, TRUSTEE

STATE OF WISCONSIN)
OZAUKEE COUNTY)s.s.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024, THE ABOVE NAMED, DANIEL DELORIT, KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) _____ NOTARY PUBLIC, _____ COUNTY, WISCONSIN.

MY COMMISSION EXPIRES _____

TOWN OF CEDARBURG PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE TOWN OF CEDARBURG ON THIS _____ DAY OF _____, 2024.

DAVID SALVAGGIO, CHAIRMAN

JACK JOHNSTON, TOWN CLERK

TOWN OF CEDARBURG BOARD ORDINANCE

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE TOWN OF CEDARBURG IS HEREBY APPROVED BY THE TOWN BOARD OF THE TOWN OF CEDARBURG ON THIS _____ DAY OF _____, 2024.

DAVID SALVAGGIO, CHAIRMAN

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF AN ORDINANCE ADOPTED BY THE TOWN BOARD OF THE TOWN OF CEDARBURG.

JACK JOHNSTON, TOWN CLERK



M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4,
AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 11,
ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

VILLAGE OF GRAFTON PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE OF GRAFTON PLAN COMMISSION

ON THIS _____ DAY OF _____, 2024.

 DANIEL DELORIT, CHAIRMAN

 DATE

KAITY OLSEN, CLERK

DATE

VILLAGE OF GRAFTON BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE BOARD OF THE VILLAGE OF GRAFTON

ON THIS _____ DAY OF _____, 2024.

 DANIEL DELORIT, CHAIRMAN _____
 DATE

KAITY OLSEN, CLERK

STATE OF WISCONSIN)
OZAUKEE COUNTY)s.s.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024, THE ABOVE NAMED, DANIEL DELORIT, KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) _____ NOTARY PUBLIC, _____ COUNTY,
WISCONSIN.

MY COMMISSION EXPIRES _____

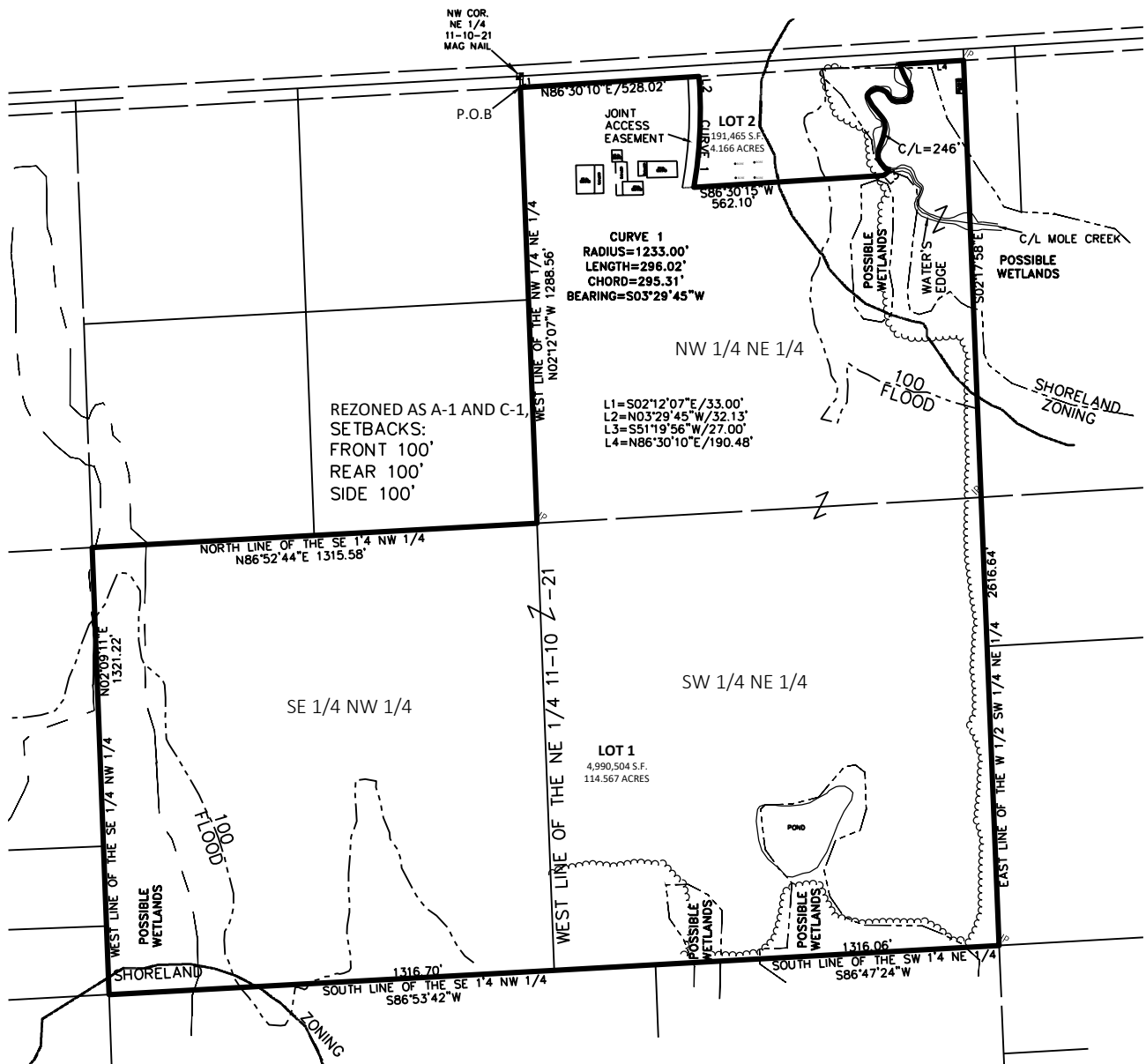


M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

11/25/2024
SHEET 7 OF 7

REZONE MAP FOR LOT 1
TO BE REZONED FROM CR-A TO TR-2



A REZONING LEGAL DESCRIPTION FOR PROPOSED TR-2, FOR LOT 1:

THAT PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN OF SECTION 11, ALL IN TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE S02°12'07"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 33.00 FEET TO THE SOUTH RIGHT OF WAY OF PLEASANT VALLEY ROAD AND BEING THE POINT OF BEGINNING; THENCE N86°30'10"E ALONG THE SOUTH RIGHT OF WAY OF PLEASANT VALLEY ROAD 528.02 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1233.00 FEET A CHORD OF 295.31 FEET, BEARING S03°29'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE 296.02 FEET; THENCE N86°30'15"E 562.10 FEET; THENCE N51°19'56"E 27.00 FEET TO THE CENTERLINE OF MOLE CREEK; THENCE ALONG THE CENTERLINE OF MOLE CREEK 246 FEET TO THE SOUTH RIGHT OF WAY OF PLEASANT VALLEY ROAD; THENCE N86°30'10"E ALONG THE SOUTH RIGHT OF WAY OF PLEASANT VALLEY ROAD 190.48 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 11; THENCE S02°17'58"E ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 2616.64 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE S86°47'14"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 1316.06 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE S86°53'42"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1316.70 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE N02°09'11"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1321.22 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE N86°52'44"E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11, 1315.58 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE N02°12'07"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, 1321.57 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 114.566 ACRES (4,990,504 SQUARE FEET).

LEGEND

- SET 3/4" X 18" REBAR W/P.C. 1.502 LBS/FT
- FND 3/4" REBAR
- IP FOUND 1" IRON PIPE

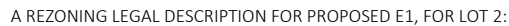


M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012
PHONE (262) 376-4246
msquaredengineering.com

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090

10/21/2024
SHEET 1 OF 2

NW COR.
NE 1/4
11-10-21
MAG NAIL

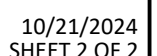


COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE
NORTHEAST 1/4; THENCE N86°30'10"E ALONG THE NORTH LINE OF SAID
NORTHWEST 1/4 OF THE NORTHEAST 1/4, 528.02 FEET; THENCE S03°29'50"E
33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF PLEASANT VALLEY ROAD
AND BEING THE POINT OF BEGINNING; THENCE N86°30'10"E ALONG SAID
NORTH RIGHT OF WAY LINE 592.48 FEET TO THE CENTERLINE OF MOLE CREEK;
THENCE SOUTHERLY ALONG SAID CENTERLINE 246 FEET; THENCE S51°19'56"W
27.00 FEET; THENCE S86°30'15"W 562.10 FEET TO A POINT ON A CURVE TO
THE RIGHT, HAVING A RADIUS OF 1233.00 FEET, CHORD OF 295.31 FEET,
BEARING N03°22'55"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CURVE 296.02 FEET; THENCE N03°29'45"W 32.13 FEET TO THE POINT OF
BEGINNING.

LEGEND

- 

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS 2090





SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m)).

County <u>Ozaukee</u>	
Parcel I.D.	
Reviewed by	Date
Property Owner <u>Pleasant Valley Acquisition LLC</u>	
Property Location Govt. Lot $\frac{1}{4}$ $\frac{1}{4}$ S 11 T 10 N R 21 E (or) W	
Property Owner's Mailing Address <u>1934 Maple Rd</u>	
Site Address or CSM and Lot #:	
City, State, Zip <u>Grafton WI 53024</u>	Phone Number ()
<input type="checkbox"/> City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town	Nearest Road <u>Pleasant Valley</u>

<input checked="" type="checkbox"/> New Construction	Use: <input checked="" type="checkbox"/> Residential/Number of bedrooms <u>4</u>	Code derived designflow rate <u>600</u> GPD
<input type="checkbox"/> Replacement	<input type="checkbox"/> Public or commercial - Describe:	Flood Plan elevation if applicable _____ ft.
Parent material _____		
General comments and recommendations: <u>suggested system Elevation of 787.22 for an in-ground pressure system</u>		

<u>1</u> Boring #	<input type="checkbox"/> Boring	<u>794.66</u>	Ground surface elev. _____ ft.	Depth to limiting factor <u>92</u> in. / elev. <u>787.00</u> ft.
	<input checked="" type="checkbox"/> Pit			

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPDI/F ²	
1	0-10	10YR 3/3	-	SL	2Fsbk	MFR	AW	2F-JF	0.6	1.0
2	10-36	10YR 4/3	-	SCL	2Fsbk	MFR	CW	2F-JF	0.4	0.6
3	36-92	10YR 6/4	-	Gr Med S	OSg	ML	CW	15Fb	0.7	1.6
4	92-96	10YR 5/4	C2d 7.5PR 5/B	Sil	1Fsbk 10m	MFR	-	18	0	0.2

<u>2</u> Boring #	<input type="checkbox"/> Boring	<u>793.23</u>	Ground surface elev. _____ ft.	Depth to limiting factor <u>87</u> in. / elev. <u>785.98</u> ft.
	<input checked="" type="checkbox"/> Pit			

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPDI/F ²	
1	0-11	10YR 3/3	-	SL	2Fsbk	MFR	AW	2JF	0.6	1.0
2	11-24	10YR 4/3	-	SCL	2Fsbk	MFR	CW	2JF	0.4	0.6
3	24-87	10YR 6/4	-	Gr Med S	OSg	ML	CW	15Fb	0.7	1.6
4	87-92	10YR 5/4	C2d 7.5PR 5/B	Sil	1Fsbk 10m	MFR	-	50	0	0.2

CST Name (Please Print) <u>Robert Hilgart</u>	Signature <u>Robert S Hilgart</u>	CST Number <u>226165</u>
Address <u>1004 Washington St Grafton WI 53024</u>	Date Evaluation Conducted	Telephone Number <u>262-375-3892</u>

* Effluent #1 = BOD > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, ≤ 30 mg/L and TSS ≤ 30 mg/L

SBD-8330 (R03/22)

3

Boring #

☐ Boring
☒ Pit
Ground surface elev. 793.22 ft.Depth to limiting factor 84 in. / elev. 786.22 ft.Page 2 of 3

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3	-	SL	2FSbk	MFR	GW	2F-OF	0.6	1.0
2	10-25	10YR 4/3	-	SL	2FSbk	MFR	CW	2F	0.4	0.6
3	25-84	10YR 6/4	-	gr med s	OSg	ML	CW	1.5F-1.5P	0.7	1.6
4	84-88	10YR 5/4	C2d 7.5YR 5/8	SL	1FSbk/om	MFR	-	-	0	0.2

4

Boring #

☐ Boring
☒ Pit
Ground surface elev. 794.24 ft.Depth to limiting factor 786.74 in. / elev. 90 ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3	-	SL	2FSbk	MFR	GW	2F-OF	0.6	1.0
2	10-34	10YR 4/3	-	gr SL	2FSbk	MFR	CW	2F	0.4	0.6
3	34-90	10YR 6/4	-	gr med s	OSg	ML	CW	1.5F-1.5P	0.7	1.6
4	90-95	10YR 5/4	C2d 7.5YR 5/8	SL	1FSbk/om	MFR	-	-	0	0.2

Boring #

☐ Boring
☐ Pit

Ground surface elev. _____ ft.

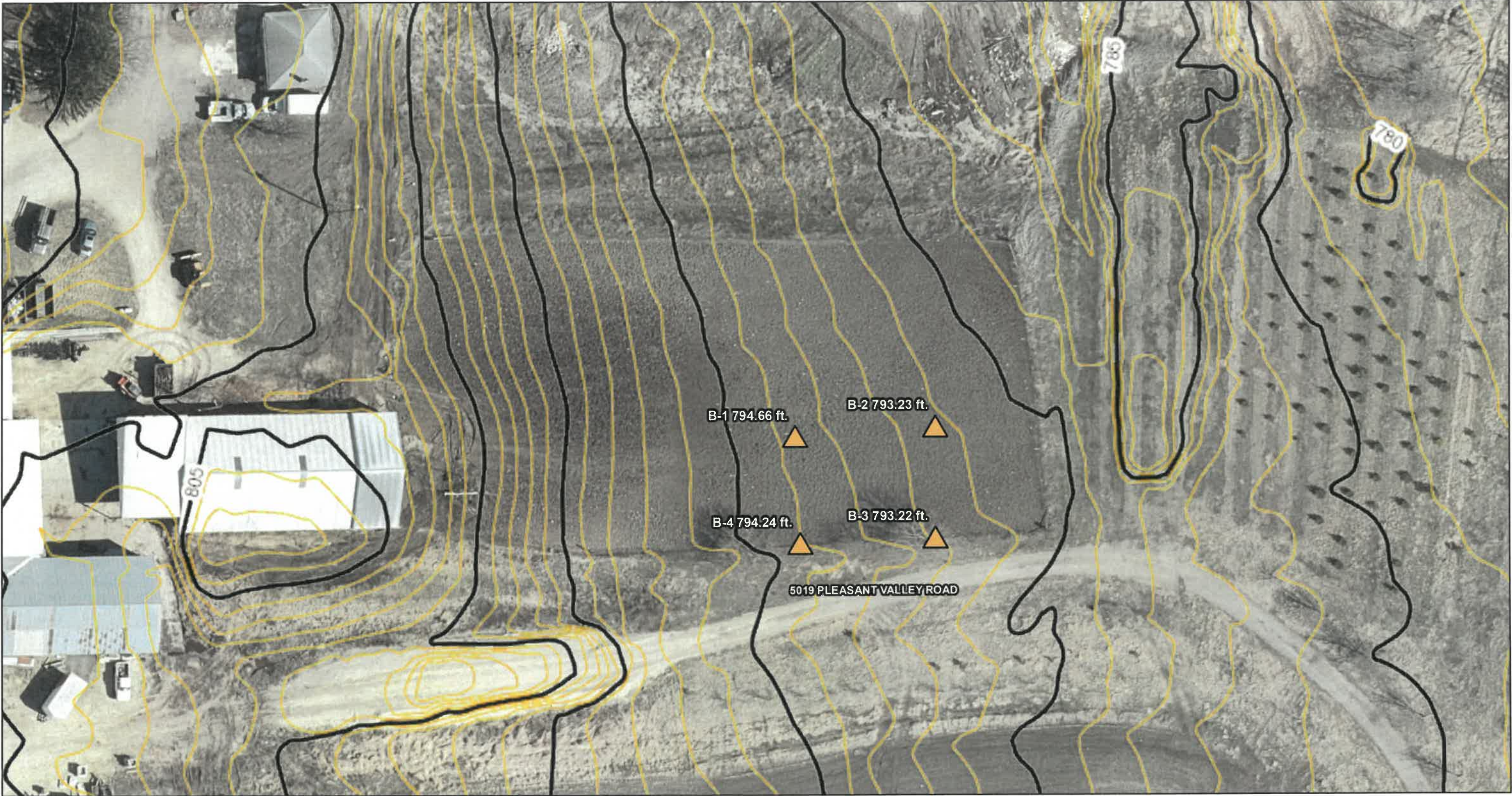
Depth to limiting factor _____ in. / elev. _____ ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft ²	
									*Eff#1	*Eff#2

* Effluent #1 = BOD > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

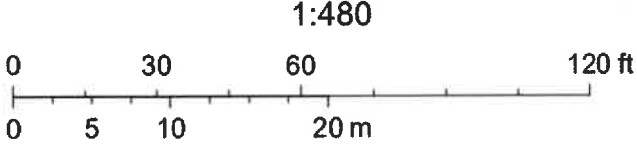
* Effluent #2 = BOD, ≤ 30 mg/L and TSS ≤ 30 mg/L

Ozaukee County Maps

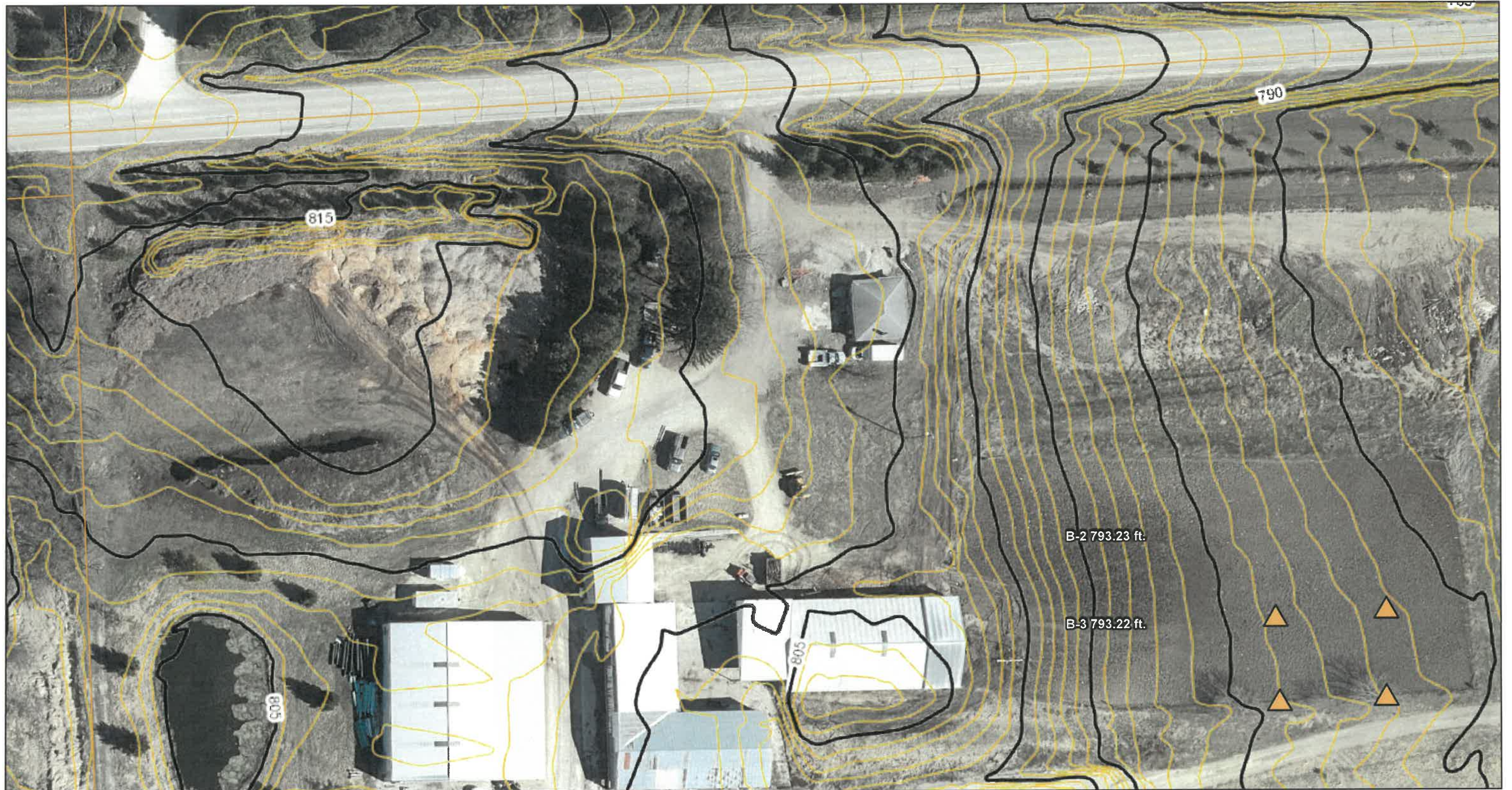


9/20/2024, 2:33:03 PM

2015 Contour Lines
— Intermediate
— Index
▲ Soil Borings
□ Tax Parcel



Ozaukee County Maps



9/20/2024, 2:24:11 PM

2015 Contour Lines
— Index
Intermediate
▲ Soil Borings
Parcels
Tax Parcel

1:600

0 40 80 160 ft
0 10 20 40 m

Document No.

**DECLARATION OF
EASEMENT FOR
JOINT DRIVEWAY ACCESS**

Return to:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Ave.
Suite 1800
Milwaukee, WI 53202

See Exhibit A
Parcel Numbers

THIS DECLARATION of Easement for Joint Driveway Access (the “Agreement”) is executed as of _____, 2024 by Pleasant Valley Acquisition, LLC, a Wisconsin limited liability company (the “Declarant”).

RECITALS:

A. The Declarant is the owner of Lots 1 and 2 of Certified Survey Map No. _____, located in the Town of Cedarburg, Ozaukee County, Wisconsin, as described on the attached Exhibit A. Lot 1 shall hereinafter be referred to on the exhibit and in this Declaration as “Parcel 1”. The owner of Parcel 1 is hereinafter referred to as the “Parcel 1 Owner”. Lot 2 shall hereinafter be referred to on the exhibit and in this Declaration as “Parcel 2”. The owner of Parcel 2 is hereinafter referred to as the “Parcel 2 Owner”.

B. The Declarant desires to declare a joint driveway access easement over and across that portion of Parcel 1 described as the Shared Driveway Easement as set forth on Exhibit B attached hereto to be used by Parcel 1 Owner and Parcel 2 Owner to access Pleasant Valley Road from their respective lots (the “Driveway Easement Area”).

C. The Declarant further desires to provide a mechanism for the Parcel 1 Owner and Parcel 2 Owner to share in the expenses of future maintenance and repair of the joint driveway easement established herein.

DECLARATION

The Declarant declares that:

1. Grant of Easement for Joint Driveway. Parcel 1 Owner hereby declares and grants a non-exclusive easement and right-of-way to Parcel 2 Owner and Parcel 2 Owner's successors and assigns as the owner of Parcel 2 over and across that portion of Parcel 1 legally described on Exhibit B as a joint driveway for ingress and egress to Pleasant Valley Road from Parcel 2. . The to be installed paved driveway to be located on the Driveway Easement Area is hereinafter referred to as the "Driveway". Parcel 1 Owner and Parcel 2 Owner shall have equal rights of ingress and egress over the Driveway Easement Area and shall take no action to prevent the other party's enjoyment of such rights. The Driveway Easement Area shall also be subject to the following easements, all of which shall be perpetual and exclusive:

(a) **Vehicular and Pedestrian Access Easement:** An easement for ingress and egress for the purpose of granting to the owners and their occupants, agents, employees, guests, licensees, and invitees vehicular and pedestrian access across the Driveway Easement Area;

(b) **Utility Easement:** A utility easement for the purpose of permitting public and private utilities to install, lay, operate, repair, and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, cable television, gas, and electric service on or under the Driveway Easement Area; and

(c) **Fire Department and Vehicular Access.** An easement for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Driveway Easement Area.

2. Maintenance Costs. Parcel 1 Owner shall bear all installation expenses associated with the Driveway. Parcel 1 Owner and Parcel 2 Owner shall bear maintenance expenses associated with the Driveway Easement Area equally. Unless Parcel 1 Owner and Parcel 2 Owner (and their respective successors and assigns) agree otherwise, all maintenance, repair, and removal (including snow removal) of the Driveway shall be performed by Parcel 2 Owner, and Parcel 1 Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by Parcel 2 Owner within 15 days of billing for the expenses. If Parcel 1 Owner does not promptly pay its share, Parcel 2 Owner may pay the full cost and then have an immediate right to reimbursement from Parcel 1 Owner, together with interest at the rate of 12% per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred by Parcel 2 Owner. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within 10 days of a written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon either party's request, to arbitration. Parcel 1 Owner and Parcel 2 Owner shall each be responsible for their own costs and expenses associated with the use of any garbage containers on either Parcel 1 or Parcel 2.

3. Indemnity. Each party to this Agreement who exercises rights under the easement granted by this Agreement (the “Dominant Owner”) over the lands owned by the other party (the “Servient Owner”) shall indemnify and defend the Servient Owner and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the “Servient Property”) by the Dominant Owner or its agents, contractors, subcontractors, invitees, or employees.

4. Insurance. Each Dominant Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Servient Owner and any other party designated by the Servient Owner as the insured, to insure against injury to property, person, or loss of life arising out of the Dominant Owner's use, occupancy, or maintenance of the easement in favor of the Dominant Owner or the Servient Estate with limits of coverage that are at levels customarily maintained by businesses in the community in which the Easement Areas are located. For each year in which this easement is in effect, the Dominant Owner shall provide the Servient Owner and the other parties designated by the Servient Owner with a copy of the insurance policy endorsement or wording showing that the Servient Owner and the other parties have been added as additional insureds. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required of the Dominant Owner under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the Servient Owner and the holder of any mortgage against the Servient Property. The Dominant Owner shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Dominant Owner. The Servient Owner may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

5. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel 1 Owner and Parcel 2 Owner and their respective successors and assigns. The Declarant named as Parcel 1 Owner and Parcel 2 Owner in this Agreement, and each of its respective successors and assigns as fee simple owners of Parcel 1 and Parcel 2, respectively, or any portion of Parcel 1 or Parcel 2, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel 1 or Parcel 2, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

6. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent an owner from later use of the easement rights to the fullest extent authorized in this Agreement.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. However, Parcel 1 Owner and Parcel 2 Owner agree to cooperate with each other and to take such measures as may be necessary to dedicate to the public the Driveway Easement Area upon the further development of Parcel 1 or Parcel 2..

This document drafted by and return to:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202

(Signatures appear on the next pages following)

In witness whereof, the Declarant has executed this Declaration as of the day and year first written above.

Declarant:

Pleasant Valley Acquisition, LLC

By: The Robert and Cynthia Tillmann Revocable Trust, its Member

By: _____
Robert J. Tillmann, Trustee

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me _____, 2024 by Robert J. Tillmann, Trustee of the Robert and Cynthia Tillmann Revocable Trust, the sole Member of Pleasant Valley Acquisition, LLC.

Notary Public, State of Wisconsin
My commission _____

EXHIBIT A
LEGAL DESCRIPTION OF Lots 1 and 2 of CSM

[Lots 1 and 2 of Ozaukee County Certified Survey Map No. _____] (TO BE
INSERTED/COMPLETED AFTER RECORDATION)

EXHIBIT B
LEGAL DESCRIPTION AND MAP OF DRIVEWAY EASEMENT AREA

Add Legal

**TOWN OF CEDARBURG, WISCONSIN
ORDINANCE NO. 2024-11**

An Ordinance to Rezone Land and Amend the Zoning Map for 4.166 acres of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000, in the Town of Cedarburg, Ozaukee County, Wisconsin.

WHEREAS, the Town of Cedarburg Plan Commission, having previously reviewed all standards required to be considered by the Zoning Code of the Town of Cedarburg and after due deliberation, has recommended to the Town Board that the following be rezoned: approximately 4.166 of land from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000 in the Town of Cedarburg, Ozaukee County, Wisconsin; and

WHEREAS, all notices of said proposed rezoning and public hearing thereon have been given as required by the Zoning Code and sec. 62.23(7)(d), Stats., and such public hearing was held before the Town Board of Supervisors on December 4, 2024; and

WHEREAS, the Town Board has determined that the rezoning of such property will promote the public health, safety, morals and general welfare of the community, and has made a motion that the zoning districts and Official Zoning Map of the Town of Cedarburg be amended to reflect the above-described zoning change.

NOW, THEREFORE, the Town Board of the Town of Cedarburg, Wisconsin, does ordain the following lands be rezoned as follows:

1. Approximately 4.166 of land be rezoned from CR-A Countryside Residential A District to E-1 Estate Residential District located at 5019 Pleasant Valley Road (Tax Key # 030110200000), and a separate 114.567 acres from CR-A Countryside Residential A District to TR-2 Transitional Residential 2 District (C-1 Conservancy unchanged) Tax Key 030110200000 and Tax Key 030110800000 in the Town of Cedarburg, Ozaukee County, Wisconsin.
2. The zoning districts and Official Zoning Map of the Town of Cedarburg shall be amended to reflect the revised zoning designations.
3. This Ordinance shall become effective upon passage and posting as provided by law.

Passed and approved this 4th day of December, 2024.

David M. Salvaggio, Town Chairman

ATTEST:

Jack Johnston
Assistant Administrator/Clerk

Certified Survey Map for Tillmann – Preliminary CSM (10/21/2024)
Certified Survey Map Review
11-11-2024

The Section numbers listed below refer to the Town of Cedarburg Certified Survey Map Checklist.

<u>Section</u>	<u>Comment</u>
6.	Add the site address of “5019 Pleasant Valley Road” somewhere near the buildings on Lot 1.
7.	<p>The unplatted lands owned by Dale N. Matthies should read “1985 <u>Maple</u> Road”.</p> <p>Parcel 1 of CSM 568 is incorrectly labeled on Sheet 1.</p> <p>The owners of Lot 4, CSM 3966 should read “Richard and Meredith <u>Shimp</u>”.</p> <p>Lot 17 of Ridgeview Meadows tax parcel number should read “03-<u>083-0017.000</u>” on both Sheet 1 and Sheet 5.</p>
8.	Show existing zoning and any proposed zoning changes, with setbacks listed or drafted.
9.	Designate zoning of the site per chapter 320 of the Town of Cedarburg Code of Ordinances. If zoned CR-A, CR-B, TR or TR-2, follow open space requirements.
10.	Verify the existence of any wetlands within the property. If present, designate the date it was identified, the locator and their credentials. Wetland area limits shall be drawn along with geometric bearings and lengths of these limits.
11.	An environmental corridor is located within the property, it shall be located and denoted on the CSM.
12.	The shoreline jurisdiction (labeled as “Shoreland zoning”) on Sheets 1, 2, 3, and 4 does not match what the Ozaukee County Shoreland and Floodplain Zoning shows.
25.	The error in latitude and departure closure of the boundary shown on Sheet 1 is 99.27’, and exceeds the ratio of one in 3,000.

Certified Survey Map for Tillmann – Preliminary CSM (10/21/2024)
Certified Survey Map Review
11-11-2024

The bearing along the west line of the SE1/4-NW1/4 should read N02°09'11"W 1321.22' on both Sheet 1 and Sheet 2.

The error in latitude and departure closure of the legal description on Sheet 5 is 101.56', and exceeds the ratio of one in 3,000.

The course "Thence S86°47'14"W along the south line of the Southwest ¼ of the Northeast ¼" should read "Thence S86°47'24"W along the south line of the Southwest ¼ of the Northeast ¼".

The course "Thence N02°12'07"E along the west line of the Northwest ¼ of the Northeast ¼" should read "Thence N02°12'07"W along the west line of the Northwest ¼ of the Northeast ¼".

26. All corners shall be monumented in accordance with s. 236.15 (1) (c), (d), and (g). On both Sheet 1 and Sheet 2, add the missing monumentation on both ends of the west line of the SE1/4-NW1/4.

30. 236.20 (2)(b): Same as comment 26. above

236.20 (2)(c): Where the exterior boundary lines show bearings or lengths that vary from those recorded in abutting plats or certified surveys there shall be the following note placed along the lines, "recorded as" (show recorded bearing or length or both), if applicable.

236.20 (2)(f): Label the 33' width of the Joint Access Easement on Sheet 4.

236.20 (2)(g): Show the distance between the point of intersection of the meander lines with the lot lines and the ordinary high water mark on Sheet 3.

On Sheet 3, show the distance between the meander line and the northwest corner of Lot 2.

Certified Survey Map for Tillmann – Preliminary CSM (10/21/2024)
Certified Survey Map Review
11-11-2024

236.20 (2)(i): On Sheet 1, the bearing reference next to the north arrow should read “Bearings are referenced to the Wisconsin S.P.C. system NAD27 South Zone North line of NE1/4 11-10-21 recorded as N86°30’10”E.”

236.20 (3)(b): In the surveyor’s certificate on Sheet 5, the legal description should read “Beginning at the Northwest corner of the Northeast ¼ of said Section 11”.

35. Each sheet (single-sided) must be signed, sealed and dated by the Surveyor.
36. The caption at the top of all sheets reads “All in of Section 11” but should read “All in Section 11”. Same applies to the caption in the surveyor’s certificate on Sheet 5. Delete the “of”.

At the bottom of Sheet 4, the caption for the Joint Access Easement Legal Description reads “That part of the Northwest ¼ of the Northeast 1/4, in of Section 11”, but should read “That part of the Northwest ¼ of the Northeast 1/4 of Section 11”. Delete the “, in”.
39. Same as comment 26. shown above
42. On Sheet 2, the distance shown along the north line of Lot 1 is shown as 528.02’, but computes out be 528.77’.

On Sheet 2, the bearing of Curve 1 should read “Bearing=S03°22’55”W”

On Sheet 3, the bearing of Curve 1 should read “Bearing=N03°22’55”E”

On Sheet 4, L2 should read L2=S03°29’45”E/32.13’
43. At the bottom of Sheet 4, the Joint Access Easement Legal Description reads “thence Southeasterly along the arc of said curve” should read “thence Southwesterly along the arc of said curve”.
45. Same as comment 30. relating to 236.20 (2)(c) above

Certified Survey Map for Tillmann – Preliminary CSM (10/21/2024)
Certified Survey Map Review
11-11-2024

47. Same as comment 30. relating to 236.20 (2)(f) above
48. Same as comment 30. relating to 236.20 (2)(g) above
50. Same as comment 30. relating to 236.20 (2)(i) above
57. Same as comment 30. relating to 236.20 (3)(b) above
58. The bearing along the east line of the NE 1/4 is shown as “N01°58’27”W” but listed as “N01°58’57”W” on the NAD27 Control Survey Summary Diagram from SEWRPC.
59. Show the “Mole Creek” labels underscored by a dotted or dashed line on Sheets 1, 2, and 3.
61. On Sheet 5, the surveyor’s certificate should read “That by the direction of Robert and Cynthia Tillmann”.
68. On Sheet 2, the dedication note for Pleasant Valley Road should read “Note: 33 foot strip dedicated”.
- Add mortgagee’s certificate if there is an outstanding mortgage, due to the 33’ dedication along Pleasant Valley Road.



Meeting Date: 12/4/24
Agenda Item: # 11d

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Eric Ryer, Administrator

MEMO WRITTEN: November 18, 2024

SUBJECT: **Agenda Item # 11d:** Discussion and possible motion on a conditional use permit application by Jeffrey Gratz to allow for a hand car washing and full service auto detailing business, retail of related products, and future auto dealership of no more than five cars at a time located at 2110 Washington Avenue (**SE ¼ of Section 6, 1.8 acres, zoned B-1 Neighborhood Business District, owner Kenneth Korb**)*

BACKGROUND INFORMATION	
Project Name	Gratz CUP
Applicant Name	Jeffrey Gratz
Consulting Planner and/or Engineer	N/A
Size of Parcel	1.8 acres
Existing Zoning	B-1 Neighborhood Business District
Requested Zoning	No change
Abbreviated Legal	SE ¼ of Sec.6
Future Land Use Map Designation	Business District – Decker's Corners Allows for B-1 zoning

ADJACENT LAND USE/ZONING MATRIX		
<i>Direction</i>	<i>Land Use</i>	<i>Zoning</i>
North	Business & Agricultural Districts	B-1 & A-1
South	Business District	B-1
East	Business District	B-1
West	Business & Agricultural Districts	B-1 & A-1

ZONING CONSISTENCY MATRIX		
	<i>Required</i>	<i>Provided</i>
Zoning	B-1	B-1
Minimum Lot Size	0.50 acre	1.8 acres
Minimum Lot Width/Frontage	100'	317'
Minimum Street Building Setback	25'	69.8'
Minimum Side Yard Setback	15'	84.8' east side 78.4' west side
Minimum Rear Yard Setback	30'	100'
Maximum Height	35'	N/A

BACKGROUND

The most current CUP on file for this property was issued to Richard Mechanic and Andrew Schultz in 2014. In 2013, the same individuals were granted a conditional use permit on August 7, 2013, to construct a 40' x 45' addition (1,800 square feet) to the property at 2110 CTH NN and operate vehicle sales over the Internet, vehicle repair, washing and garage. Their permit was amended in 2014 to allow for sale of vehicles onsite with no more than 10 vehicles for sale. The parking lot was altered, closing off the northwest access with a culvert and grass. As part of the addition, the existing building (2,100 square feet) was renovated to match the addition. The auto related uses requested at this time are conditional uses in business districts as noted in Section 320-59 of the Town Code below.

§ 320-59. Highway-oriented uses.

The following commercial uses shall be conditional uses and may be permitted as specified:

- G. Vehicle uses. Vehicle sales, service, washing and repair stations, garages, taxi stands and public parking lots in all business districts, provided that all gas pumps are not less than 30 feet from any side or rear lot line and 20 feet from any existing or proposed street line.

CURRENT APPLICATION

Jeffrey Gratz has submitted a conditional use permit application to allow for a hand car washing and full service auto detailing business, retail of related products, and future auto dealership of no more than five cars at a time. This represents a reduction in the number of cars for sale under the prior permit. Mr. Gratz is aware of the ongoing planning updates, that vehicle related uses such as this are likely to be removed from the Zoning Code, and if so, he would be unable to make further modifications to auto related uses in the future if those amendments occur.

EXECUTIVE ANALYSIS

1. **Zoning & Setbacks**

The 1.8 acre property is zoned B-1, Neighborhood Business District (the applicant is not seeking a zoning change). The existing building meets required setbacks.

2. **Conservancy & Floodplain**

The property does not have any area zoned C-1 Conservancy or included in the floodplain. However, the attached map shows the northwest portion of the property is affected by shoreland zoning.

3. **Employees / Hours of Operation**

The application lists five employees that would operate out of the location Sunday – Saturday from 8am-5pm. The owner would have access to use the building anytime.

4. **Parking**

Automobile repair garages and service stations require 1 space for each employee plus 1 space for each 250 square feet of floor area used. Motor vehicle sales require 2 customer parking spaces per salesperson for the work shift with the largest number of salespersons, plus 1 employee parking space per employee (including salespersons) for the work shift with the largest number of employees (this requirement does not include service stations). This would equate to 21 spaces based on 5 employees and 3,900 square feet of floor area; the 5 existing parking spaces are marked. There are no proposed alterations to the parking lot, which is asphalt as seen in the attached photos. Town Code allows for adjustments to required parking spaces, which the Board could apply here due to the limited number of employees and existing site conditions. If the Board is satisfied with the lower number of parking spaces, they should consider the attached provisions and factors in their motion. Lastly, there would be no requirement to provide handicapped spaces since there would be fewer than 26 spaces. Mr. Gratz's comments regarding parking reduction is attached with the Town Code section regarding this matter.

5. **Lighting & Signage**

There are no plans for building lighting additions. The status of the ground sign location can be seen in the attached photo. Mr. Gratz indicated he plans on taking down the standing posts and overgrown shrubbery to clean up the street yard area (a condition of the CUP). He plans on a 7.5" x 11" door sign stating hours of operation and company name and phone number.

6. **Holding Tank**

A prior owner installed an oil separator to break oil out of wastewater before it enters the holding tank (holding tank installed in 1995). The structure is currently on a 2450-gallon Lakeshore concrete holding tank system.

7. **Landscaping**

The applicant is not planning any additional landscaping projects at this time other than clearing the brush by the sign posts. Section 320-53 explains the Plan Commission and Town Board can consider the condition of site landscaping in conditional use permits.

8. **Review by Ozaukee County**

Town Code Sec. 320-46 requires staff to send the site plan to Ozaukee County for review as the site is within 500 feet of CTH NN. Jon Edgren, Highway Commissioner responded noting no objections at this time given the previous removal of the second access drive.

“Review by highway agency. Any development within 500 feet of an existing or proposed state or county trunk highway right-of-way and within 1/2 mile of an existing or proposed interchange or turning lane shall be specifically reviewed by the highway agency that has jurisdiction over the trafficway.”

PUBLIC NOTICE

Conditional use permit applications require two types of public notice: 1) the owners of record situated within 1,000 feet of the boundaries of the applicant's property were sent a notice postmarked at least 10 days prior to the date of consideration by the Plan Commission, 2) a Class 2 notice published in the News Graphic twice. Staff has not received on written comment to this point.

PLAN COMMISSION RECOMMENDATION / ACTION REQUESTED

At their meeting on November 20th, the Plan Commission unanimously recommended the Town Board approve the CUP. Staff requests the Board review the materials, consider the Plan Commission recommendation, and consider a motion on the CUP. If approving, the Board must find all of the conditions on the following page present in their motion, and address the request for reduced parking.

Potential Motion if in favor of the application:

Move to approve the conditional use permit application by Jeffrey Gratz to allow for a hand car washing and full service auto detailing business, retail of related products, and future auto dealership of no more than five cars at a time located at 2110 Washington Avenue, with any applicable sign permit being issued by the Building Inspector per Town Code and reduced parking. Any future site improvements must come before the Town for approval.

Conditional Use Permit Standards:

- (1) Welfare. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- (2) Compatible with adjacent land. The uses, values and enjoyment of other Town property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.
Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).
- (3) Not impede surrounding property development and improvement. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding Town property for uses permitted in the district. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
- (4) Adequate infrastructure. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
- (5) Ingress and egress. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) Conform to zoning district regulations. The conditional use application shall conform to all applicable regulations of the district in which it is located.

ATTACHMENTS

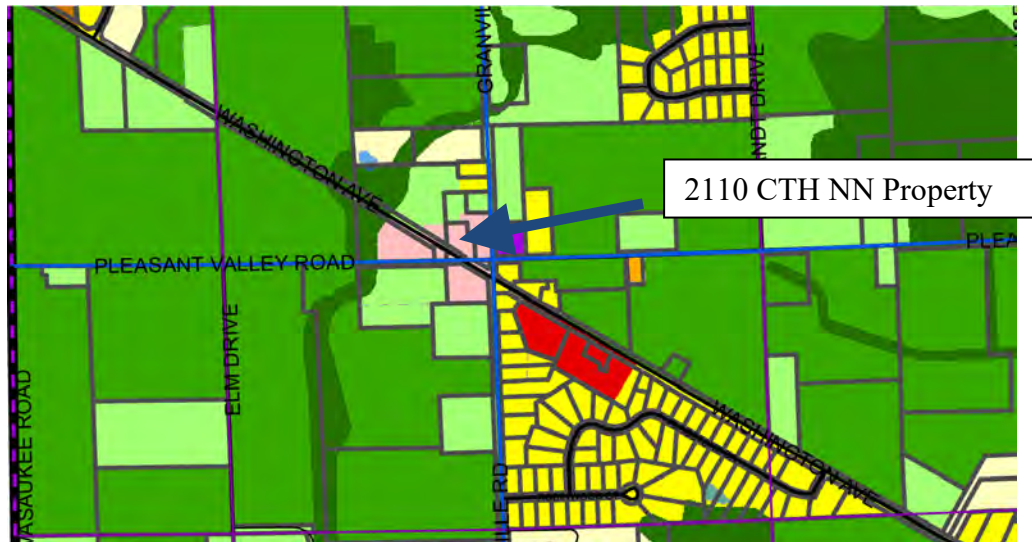
- I. Zoning Map, Photos, Parking Code Language
- II. 2013 & 2014 CUP, Draft CUP
- III. Shoreland zoning map/aerial
- IV. Application materials

COPIES EMAILED TO

- I. Jeffrey Gratz: jgratzii@yahoo.com

Action	Date	Status
Plan Commission Concept Meeting	NA	NA
Class 2 Notice in the News Graphic	11-5 & 11-12	Published
Post Cards to Properties within 1000'	11-5-24	Mailed
Plan Commission public hearing and possible recommendation	11-20-24	Rec. Approval
Town Board review and possible motion	12-4-24	This Meeting

ATTACHMENTS



Above: front of property



Above: signage area to be cleaned up



Above: closed driveway access

§ 320-72. Parking requirements.

(2) Adjustments. In all districts, the minimum number of required parking spaces may be adjusted by the Town Board, upon recommendation from the Plan Commission, on an individual basis. The petitioner for such an adjustment shall show to the satisfaction of the Plan Commission that adequate parking will be provided for customers, clients, visitors, and employees. The following provisions and factors shall be used as a basis to adjust parking requirements:

(a) Evidence that actual parking demands will be less than Zoning Code requirements. The petitioner shall submit written documentation and data to the satisfaction of the Plan Commission that the operation will require less parking than the Zoning Code requires.

(b) Availability of shared parking. The petitioner shall submit written documentation to the satisfaction of the Plan Commission that off-site shared parking spaces are available to satisfy the parking demand. When a reduction of parking spaces attributable to shared parking is requested, the petitioner shall submit written verification that such parking is available and shall include copies of any contracts, joint lease agreements, purchase agreements, and other such documentation to show that such shared parking can be accomplished. The Town Attorney shall provide an opinion designating the method by which the required shared parking shall be provided. The off-site shared parking spaces shall be clearly posted for the joint use of employees and/or tenants or customers of each respective use those spaces serve.

(c) Use of off-street parking for visitors. Available 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 250 feet of the entrance they are intended to serve.

(d) Use of alternative transportation. Upon demonstration to the Plan Commission that effective alternative transportation to the automobile will occur, the Plan Commission may reduce parking requirements. Alternative transportation may include, but is not limited to, bus transit, van pool operations, car pool/ride sharing and bicycles. Parking management plans/operations may also be used as a basis to reduce required parking. Parking management plans may include, but are not limited to, flexible working hours or shifts, preferential parking for car pools/van pools, transit/van pool fare subsidy, imposition of a charge for parking, and establishment of a transportation coordinator to implement car pool, van pool, and transit programs. Proposals for adjustments of parking requirements under this subsection shall show how the alternative transportation modes will be implemented, the permanency of such modes, extent of the program, the number of vehicles the mode will replace, and other pertinent information.

Mr. Gratz Parking Comment: The current parking reduction request from 26 cars down to 5 for autos for sale and the 5 more for customer/employee parking. The building itself will house client vehicles to take them off the lot. I do not require 26 spaces. I would designate up to 5 spots on the southeast side of the lot facing NN for sale.



Mailing Address
1293 Washington Avenue
Cedarburg, WI 53012
Telephone: 262-377-4509
Facsimile: 262-377-0308

CONDITIONAL USE PERMIT

This Conditional Use Permit is granted to Richard Mechanic for the property at 2110 CTH NN, in the SE ¼ of Section 6 in the Town of Cedarburg, Ozaukee County, Wisconsin, for an addition to the existing building and operation of vehicle sales, repair, washing and garage. The Conditional Use Permit is granted with the following conditions:

1. The Conditional Use Permit shall be issued to Richard Mechanic for the property described as 2110 CTH NN and shall not transfer to future property owners or renters.
2. The permit allows the construction of a 40' x 45' addition (1,800 square feet) on the northwest side of the existing building to be located no closer to property lines than allowed by Town Code, and for the renovation of the existing structure.
3. The permit allows for vehicle sales, repair, washing and garage.
4. There shall be no signage associated with the use of the property.
5. Any refuse/recycling containers shall be screened from view by some type of privacy enclosure constructed of wooden materials or evergreen vegetation. The enclosure must be constructed within 3 months of refuse/recycling containers being present.
6. There shall be no outside storage.
7. Hours of operation would be Sunday-Saturday 8am-7pm.

BY ORDER OF THE TOWN BOARD, TOWN OF CEDARBURG, August 7, 2013.

Issued this 7th day of August, 2013, by Jim Culotta
Jim Culotta
Town Administrator

Accepted this 7th day of August, 2013, by Richard Mechanic
Richard Mechanic
2110 CTH NN



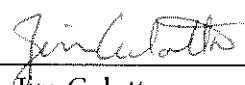
Mailing Address
1293 Washington Avenue
Cedarburg, WI 53012
Telephone: 262-377-4509
Facsimile: 262-377-0308

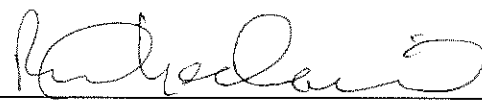
AMENDED CONDITIONAL USE PERMIT

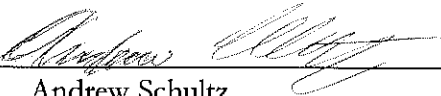
This Conditional Use Permit is granted to Richard Mechanic and Andrew Schultz for the property at 2110 CTH NN, in the SE ¼ of Section 6 in the Town of Cedarburg, Ozaukee County, Wisconsin, for the operation of vehicle sales, repair, washing and garage. The Conditional Use Permit is granted with the following conditions:

1. The Conditional Use Permit shall be issued to Richard Mechanic and Andrew Schultz for the property described as 2110 CTH NN and shall not transfer to future property owners or renters.
2. The permit allows for vehicle sales, repair, washing and garage, with the outdoor display/storage of no more than 10 vehicles for sale.
3. Signage is allowed per Town Code.
4. Any refuse/recycling containers shall be screened from view by some type of privacy enclosure constructed of wooden materials or evergreen vegetation. The enclosure must be constructed within 3 months of refuse/recycling containers being present.
5. There shall be no outside storage other than the 10 vehicles for display.
6. Hours of operation would be Sunday-Saturday 8am-7pm.
7. The lot may remain partially paved/partially gravel and unmarked.
8. The northwest driveway access must be closed off to CTH NN by adding soil and seeding. It shall be closed off by barricade until the grass has filled in.
9. All other conditions of the Conditional Use Permit dated August 7, 2013 shall apply unless otherwise noted herein.

BY ORDER OF THE TOWN BOARD, TOWN OF CEDARBURG, November 5, 2014.

Issued this 5th day of November, 2014, by 
Jim Culotta
Town Administrator

Accepted this 10th day of November, 2014, by 
Richard Mechanic

Accepted this 10th day of November, 2014, by 
Andrew Schultz



Mailing Address
1293 Washington Avenue
Cedarburg, WI 53012
Telephone: 262-377-4509
Facsimile: 262-377-0308

CONDITIONAL USE PERMIT

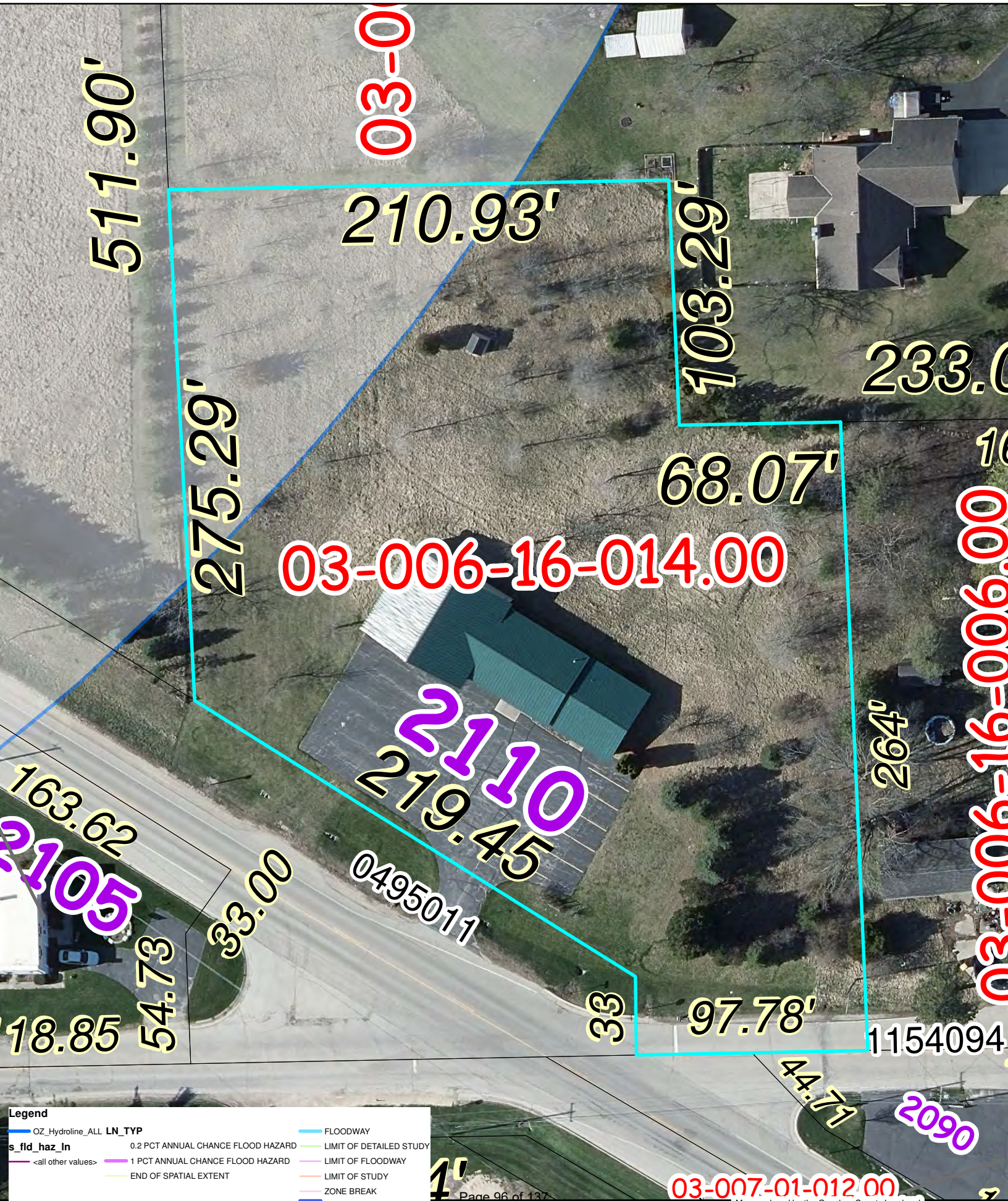
This Conditional Use Permit is granted to Jeffrey Gratz for the property at 2110 CTH NN, in the SE ¼ of Section 6 in the Town of Cedarburg, Ozaukee County, Wisconsin, for the operation of hand car washing, full service auto detailing, related retail, and vehicle sales of no more than 5 cars displayed outside at one time. The Conditional Use Permit is granted with the following conditions:

1. The Conditional Use Permit shall be issued to Jeffrey Gratz for the property described as 2110 CTH NN and shall not transfer to future property owners or renters. It shall replace prior permits issued to this property.
2. The permit allows for the operation of hand car washing, full service auto detailing, related retail, and vehicle sales of no more than 5 cars displayed outside at one time.
3. The existing ground sign posts will be removed and surrounding vegetation cleared by July 1, 2025. Future ground signage would be reviewed by the Plan Commission and Town Board before a sign permit can be issued by the Building Inspector. A wall sign permit can be issued by the Building Inspector without Plan Commission and Town Board approval so long as it is consistent with Town Code.
4. Refuse and recycling containers will be kept inside the building.
5. There shall be no outside storage other than the 5 vehicles for display.
6. Hours of operation would be Sunday-Saturday 8am-5pm. The owner may use the building 24/7.
8. The northwest driveway access must remain closed off to CTH NN.
9. Any future proposed use changes including addition auto related uses such as auto repair, site plan improvements, or building additions must remain consistent with Town Code that applies at the time of the application.

BY ORDER OF THE TOWN BOARD, TOWN OF CEDARBURG, December 4, 2024.

Issued this ____ day of _____, 2024, by _____
Eric Ryer
Town Administrator

Accepted this ____ day of _____, 2024, by _____
Jeffrey Gratz
Operator



12 01 6

LEGAL DESCRIPTION:

That part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$, SE $\frac{1}{4}$) of Section Six (6), Township Ten (10) North of Range Twenty-one (21) East, Town of Cedarburg, Ozaukee County, Wisconsin described as:

Commencing at the Southeast corner of said Section; thence S 88° 53' 14" W, 185.00 feet along the South line of the SE $\frac{1}{4}$ and centerline of Pleasant Valley Road to the point of beginning; thence continue S 88° 53' 14" W, 97.78 feet along said South line and centerline; thence N 1° 06' 46" W, 33.00 feet; thence N 58° 03' 37" W, 219.40 feet; thence N 2° 28' 46" W, 216.03 feet; thence N 88° 53' 14" E, 210.93 feet; thence S 2° 28' 46" E, 103.29 feet; thence N 88° 53' 14" E, 68.07 feet; thence S 2° 28' 46" E, 264.00 feet to the point of beginning.

Sold Parcel containing 78,650 sq. ft./1.81 acres of land, more or less.

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

06-25-13
Date

James G. Schneider
James G. Schneider
Surveyor - S-2127

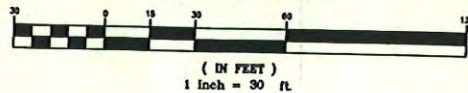


THIS IS AN ORIGINAL PRINT
ONLY IF STAMPED IN RED

WASHINGTON AVE.
(C.T.H. "NN")



GRAPHIC SCALE



NOTE:

() DENOTES DIRECTION OR
DISTANCE PER DEED

PLEASANT VALLEY ROAD

Page 97 of

MARK	DATE	REVISION	BY	APVD
NSE NORTH SHORE ENGINEERING, INC. Consulting Engineers & Land Surveyors 11443 N. Port Washington Rd., Menomonee Falls, WI 53052 (262) 241-6400 • FAX: (262) 241-6337 www.northshoreengineering.net				

"PROPERTY SURVEY"	
for Platz Custom Homes	
2110 Washington Ave. Cedarburg, WI.	
DATE: JUNE 25, 2013	DRAWN BY: J.M.B.

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board
FROM: Jack Johnston, Assistant Administrator/Clerk
MEMO WRITTEN: November 19, 2024
SUBJECT: **Agenda Item #11e:** Discussion and possible motion on proposed Resolution 2024-11, "Approving the 2025 Town of Cedarburg Building Permit Fee Schedule"*

SUMMARY

Each year, the Town Board must approve the Town of Cedarburg's Building Permit Fee Schedule. The fee schedule designates fees for various permits, inspections and plan reviews by SafeBuilt.

Staff worked with Building Inspector Paul Mortimer for proposed changes to the fee schedule, as well as Deputy Clerk Julie Mett who assists with building permit issuance. For 2025, the following changes are proposed to the fee schedule to bring them more in line with other communities for which SafeBuilt provides inspection services:

- Increase in cost of non-residential new construction fees by \$0.04 from \$0.32 to \$0.36; minimum permit fee increasing from \$125 to \$200 (last change in 2013)
- Increase in fees for large sheds over 150 square feet, as well as all decks and pools from \$35 to \$75 (sheds 150 square feet or less cost unchanged)
 - Fee for this last updated in 2023. However, the fee would only increase for larger projects while smaller storage shed fees would remain the same.
- Commercial Base Fee increase from \$175 to \$200 (last changed in 2013)
- Adding the differentiation of cost for re-inspections for residential and commercial properties
 - Cost for residential: \$50 (unchanged); commercial: \$75
- Sign Permit Renewal Fee increase from \$15 to \$25 (unchanged since at least 2008 based on readily accessible Town records)
- Increase in foundation repair fee from \$75 to \$100 (last change 2022)
- Restructure razing permit fee from flat \$75 fee to a \$75 minimum with cost being \$0.05 per square foot of all areas
- Increase in commercial electric, plumbing, and HVAC fees for new buildings or alterations \$5 for the base fee and \$0.05 for all areas. Replacement jobs would increase from \$10 per thousand of project valuation to \$15 per thousand of project valuation

ACTION REQUESTED

Staff requests the Board consider action on the proposed building permit fee schedule via Resolution 2024-11.

ATTACHMENT

- I. Draft Resolution 2024-11 & Proposed 2025 Building Permit Fee Schedule

The Town of Cedarburg, Wisconsin

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

RESOLUTION #2024-11

“Approving the 2025 Town of Cedarburg Building Permit Fee Schedule”

WHEREAS, the Town of Cedarburg is a body corporate and politic within Ozaukee County, Wisconsin; and

WHEREAS, the Town of Cedarburg is authorized to approve a Building Permit Fee Schedule under the Town of Cedarburg Code of Ordinances §108-17; and

WHEREAS, the Town of Cedarburg and Safebuilt have agreed upon a fee schedule for building inspection services for the Town of Cedarburg (see attached exhibit).

NOW THEREFORE, BE IT RESOLVED that the Town Board of Supervisors in Cedarburg, Wisconsin does hereby approve the 2025 Building Permit Fee Schedule as submitted to the Town Board.

Passed and adopted this 4th day of December, 2024.

David M. Salvaggio, Town Chairman

Attest:

Jack Johnston, Asst. Administrator/Clerk



2025 Building Permit Fee Schedule
Proposed by Resolution 2024-11 (12-4-2024)

DESCRIPTION	PROPOSED FEE
<u>New Construction</u>	
Early Start: Footings & Foundations Only (Commercial/Residential)	\$150 Commercial / \$100 Residential
Residential including attached garages & any finished areas	\$0.32 per square foot
Business, Institutional, Office	\$0.32 \$0.36 per square foot
Manufacturing, Warehousing, Industrial	\$0.32 \$0.36 per square foot
Agricultural building, riding arena & additions to those types of buildings	\$0.15 per square foot
Minimum Permit	\$100
Maximum Permit	No Maximum
Additions/Alterations Residential	\$0.30 per square foot
Minimum Permit	\$100
Basement remodeling	\$0.25 per square foot
Minimum Permit	\$75
Business, Institutional, Office	\$0.32 \$0.36 per square foot
Minimum Permit	\$125 \$200
Manufacturing, Warehousing, Industrial	\$0.32 \$0.36 per square foot
Minimum Permit	\$125 \$200
<u>Plan Review Fees</u>	
Residential	\$130
Commercial / Industrial	See below
Residential Additions / Alterations / Garages	\$75
Decks, all storage sheds, pools	\$35 sheds up to 150 ft ² \$75 sheds >150 ft ² , pools, decks
Commercial / Industrial additions / Alterations	See below
<u>Road Bond (refundable)</u>	\$1,500
<u>Erosion Control</u>	
Residential Additions, Detached Structures, Pools	\$75
Residential Base Fee	\$140
Commercial Base Fee	\$175 \$200
Additional fee per disturbed area	\$5 per 1,000 sq. ft.
<u>Other Permits</u>	
Culvert / Driveway Permit	\$125
Decks, minor sheds (150 square feet or less), Gazebos etc. - Residential or Commercial	\$75
In Ground Pools	\$125
Above Ground Pools	\$75

DESCRIPTION	PROPOSED FEE
Detached garages & sheds (151 square feet or greater)	\$0.25 per square foot
Minimum Permit	\$75
Re-inspection	\$50 residential \$75 commercial
Wisconsin State Seal	\$50
Sign Permit Sign Review	\$60 base fee + \$0.50 per sq ft.
Sign Permit Renewal Fee	\$15 \$25
Foundation repair	\$75 \$100
Razing Permit	\$75 minimum \$0.05 per sq ft all areas
Minimum Permit Fee	\$75
Double fees will be charged for all work started or done without a permit	
All other projects, repairs, window replacements, siding alterations for which square footage cannot be determined	\$12/\$1,000 valuation with a \$75 minimum
Permit renewal after 12 months	Half the original permit fee
Occupancy Permit & Temporary Occupancy Permit (Residential, Industrial & Commercial)	\$50 Residential \$100 Commercial/Industrial
House/Fire Numbers (All new construction)	\$50
1,000 foot driveway fire numbers	\$35 additional
Septic system code compliance inspection	\$65
<u>1 & 2 Family – Residential</u>	
Electrical Permit Fees	
New Building/Addition	\$50.00 base + \$.05 per sq ft all areas
Alteration	\$50.00 base + \$.05 per sq ft alteration area
Replacement & Misc Items	\$10.00 per thousand of Elec. project valuation
Minimum Permit	\$65.00
Plumbing Permit Fees	
New Building/Addition	\$50.00 base + \$.05 per sq ft all areas
Alteration	\$50.00 base + \$.05 per sq ft alteration area
Replacement & Misc Items	\$10.00 per thousand of Plumbing project valuation
Minimum Permit	\$65.00
HVAC Permit Fees	
New Building/Addition	\$50.00 base + \$.05 per sq ft all areas
Alteration	\$50.00 base + \$.05 per sq ft alteration area
Replacement & Misc Items	\$10.00 per thousand of HVAC project valuation
Minimum Permit	\$65.00

DESCRIPTION	PROPOSED FEE
Commercial Buildings	
Electrical Permit Fees	
New Building/Addition	\$60 \$65 base + \$.065 per sq ft all areas
Alteration	\$60 \$65 base + \$.065 per sq ft alteration area
Replacement & Misc Items	\$40 \$15 per thousand of Elec. project valuation
Minimum Permit	\$75.00
Plumbing Permit Fees	
New Building/Addition	\$60 \$65 base + \$.065 per sq ft all areas
Alteration	\$60 \$65 base + \$.065 per sq ft alteration area
Replacement & Misc Items	\$40 \$15 per thousand of Plumbing project valuation
Minimum Permit	\$75.00
HVAC Permit Fees (also see HVAC Plan Review below)	
New Building/Addition	\$60 \$65 base + \$.065 per sq ft all areas
Alteration	\$60 \$65 base + \$.065 per sq ft alteration area
Replacement & Misc Items	\$40 \$15 per thousand of HVAC project valuation
Minimum Permit	\$75.00

Commercial / Industrial Buildings Area (Square Feet)	Building Plan Review (in \$)	HVAC Plan Review (in \$)
Less than 2,500	\$250	\$150
2,501 - 5,000	300	200
5,001 - 10,000	500	300
10,001 - 20,000	700	400
20,001 - 30,000	1,100	500
30,001 - 40,000	1,400	800
40,001 - 50,000	1,900	1,100
50,001 - 75,000	2,600	1,400
75,001 - 100,000	3,300	2,000
100,001 - 200,000	5,400	2,600
200,001 - 300,000	9,500	6,100
300,001 - 400,000	14,000	8,800
400,001 - 500,000	16,700	10,800
Over 500,000	18,000	12,100



Agenda Date: 12/4/24
Agenda Item: # 11f

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Town Chairman
Town Board

MEMO FROM: Jack Johnston, Assistant Administrator/Clerk

MEMO WRITTEN: November 19, 2024

MEMO SUBJECT: Item #11f: Discussion and possible motion on Resolution 2025-12, "Approving the Town of Cedarburg Fiscal Year 2025 Annual Fee Schedule"*

BACKGROUND

Each year, the Town Board must approve the Town of Cedarburg's fee schedule. The fee schedule designates fees, per Town Ordinances, for various duties performed by Town staff, boards, or commissions/committees.

At this time, staff is recommending one alteration to the fee schedule as listed below:

- \$10 increase to special assessment letters

ACTION REQUESTED

Staff requests the Town Board consider Resolution 2024-12, "Approving the Town of Cedarburg Fiscal Year 2025 Annual Fee Schedule," that would adopt change as noted above.

ATTACHMENTS

- I. Resolution 2024-12 & Proposed Annual Fee Schedule

The Town of Cedarburg, Wisconsin

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

RESOLUTION #2024-12

“Approving the Town of Cedarburg Fiscal Year 2025 Annual Fee Schedule”

WHEREAS, the Town of Cedarburg is a body corporate and politic within Ozaukee County, Wisconsin; and

WHEREAS, the Town desires to not reference to specific dollar amounts within the Town Code of Ordinances and instead provide an annual Resolution setting fees for a corresponding fiscal year (as seen in attached exhibit).

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Cedarburg, Wisconsin does hereby approve and incorporate herein the 2025 Annual Fee Schedule, to be effective fiscal year 2025 (January 1, 2025 through December 31, 2025).

Passed and adopted this 4th day of December, 2024.

David M. Salvaggio, Town Chairman

Attest:

Jack Johnston, Asst. Administrator/Clerk

2025 Annual Fee Schedule: Proposed by Resolution 2024-12 (12-4-2024)

TOWN CODE SECTION	DESCRIPTION	PROPOSED FEE
§95-3(A)	Dog License	\$5 for "Fixed" (fe)males, \$10 Otherwise
§95-3(B)	Kennel License	\$35 (up to 12 dogs); \$3 for additional dogs
§95-4	Late Dog License Fee	\$5
§95-23	Honey Bee Keeping License	\$20
§95-24	Chicken License/Coop & Run Inspection	\$25 coop/run inspection/initial license \$10 annual license renewal
§305-10	Overweight Vehicle Permit Fee	\$50
§175-11	License Transfer Fee (Bar Premises)	\$10
§175-5	Class "A" Intoxicating Liquor License	\$500
§175-5	Class "B" Intoxicating Liquor License	\$500
§175-5	Class "A" Fermented Malt Beverage License	\$100
§175-5	Class "B" Fermented Malt Beverage License	\$100
§175-5	Temporary Class "B" (Picnic) Beer & Wine	\$10
§175-5	Retail Reserve Class "B" Intox. Liquor Lic.	\$10,000
§175-19	Operator's License (non-refundable)	\$32
§175-19	Provisional License (non-refundable)	\$15
§130-4	Direct Seller's Permit	\$100 resident / \$150 non-resident
§118-2	Cigarette License Fee	\$100
§200-3	Massage Establishment License	\$200
§200-3	Massage Establishment Permit Fee	\$25
§195-11,15,16	Adult Oriented Establishment License	New license: \$350 Renewal: \$250 (+\$100 late fee)
§279-11	Street Use Permit	\$25 + \$1,000 refundable bond
§163-3	Flea Market License	\$25/day
§206-25	Non-Metallic Mining Sites Annual Fee	\$20/acre
§290-3	Taxicab & Limousine License	\$15/year/vehicle
§142-2	Carnival/Circus License	\$50
§142-2	Public Entertainment	\$10/day; \$25/week
§214-1	Mobile Home/Trailer Permit	\$3/day
§70-4	Tax Bill Information Request/Copy Fee	\$1 each
§21-15	Special Assessment Letter Request	\$35 \$45each
§184-17, §21-16	*Land Division / Rezone Concept Fee	\$100 + Professional Service Fees
§184-7 §184-17, §21-16	*Minor Land Division Application Fee	\$125 + Professional Service Fees
§184-12 §184-17, §21-16	*Certified Survey Map Review Fee	\$125 + Professional Service Fees
§184-10, §184-17, §21-16	*Preliminary Plat Review Fee	\$250 or \$150+\$10/Lot (Greater Amount) + Professional Service Fees
§184-10, §184-17, §21-16	*Reapplication Fee (2 nd Review of Prelim. Plat)	\$50

TOWN CODE SECTION	DESCRIPTION	PROPOSED FEE
See Applicable Section	Late Application Fee / Special Meeting Fee	\$400 (applies to items with * symbol)
§184-6, §21-16	Land Use Study Fee	\$250 or \$150+\$10/Lot (Greater Amount) + Professional Service Fees
§184-6, §21-16	*Reapplication Fee (x2 Review of Land Use Study)	\$50
§184-11, §184-17, §21-16	*Final Plat Review Fee	\$250 or \$150/Lot+\$10 (Greater Amount) + Professional Service Fees
§185-07,11,15; §21-16	Stormwater Management Plan Review Fee	\$325 + Professional Service Fees
§279-1	Right-of Way Permit	\$35 fee + \$1,000 refundable bond
§184-11	*Reapplication Fee (2 nd Review of Final Plat)	\$50
§320-41, §21-16	*Planned Unit Development Petition Fee	\$250 (Preliminary Plat fee may apply) + Professional Service Fees
§320-48, §21-16	*Conditional Use Permit Fee	\$300 + Professional Service Fees
§320-107, §21-16	*Telecommunication Installation	\$200 + Professional Service Fees
§320-118, §21-16	*Pond Permit Application	\$100 + Professional Service Fees
§320-130, §21-16	*Rezoning Petition Fee	\$300 + Professional Service Fees
§320-130, §21-16	*Text Amendment Fee	\$150 + Professional Service Fees
§320-132, 135; §21-16	Zoning Board of Appeals	\$150 + Professional Service Fees
§184-16	Impact Fee	\$3,790
§112-5	Outdoor Wood-Fired Furnace Permit Fee	\$45
§112-10	Outdoor Wood-Fired Furnace Variance	\$50
§320-103, §21-16	*Wind Energy System	\$15,000 deposit + Professional Service Fees
§320-25, §320-26, §320-29, §320-31, §21-16	*Architectural & Site Plan Review	\$100 + Professional Service Fees
§320-63, §320-65, §21-16	Reviews related to repairs, improvements, additions and/or alterations to nonconforming structures	\$100 + Professional Service Fees
§232-6 Park & Recreation Rentals	Recreation Facilities Park Reservation	See Recreation Rental Schedule \$65/day resident, \$100/day Non-Resident + security deposit
IMPACT FEE BREAKDOWN		
§184-16(C)(1)	Parks, Public Sites & Open Spaces	\$1,008.90 (26.62%)
§184-16(C)(2)	Municipal Buildings, Sites & Facilities	\$2,199.72 (58.04%)
§184-16(C)(3)	Drainage, Highways, Traffic Control and Other Infrastructure	\$581.39 (15.34%)
§232-4(B)	PVNP Shelter Rental	\$200 Deposit & \$75 for TOC Resident; \$100 for Non-Resident
RECYCLING FEES		
§273-11	Town Recycling Yard Access Key Card	\$35 initial purchase, \$30 annual renewal, \$10 replacement card, If card purchased/renewed on or after September 1, card will be good for remainder of year plus following year
§273-25	Tire Disposal	No charge, limit 8 per residence per year w/ purchase of access card
§273-24	Appliance Disposal Fees	No charge for appliances w/ purchase of access card

TOWN CODE SECTION	RECYCLING FEES CONTINUED	PROPOSED FEE	
§273-6(A)(7) §10-12	Special Pick-up	\$100 + \$2.50/min. after 15 minutes	
§273-6(A)(8), §10-12	Brush Collection	\$145 + \$2.50/min after 30 minutes	
	FIRE INSPECTION/DEPARTMENT FEES		
§5-2-4 City of Cedarburg Code of Ordinances	Annual fire inspection per Shared Services Agreement with the City of Cedarburg	Under 1,000 square feet	\$15 per year
		1,001—5,000 square feet	\$25 per year
		5,001—10,000 square feet	\$50 per year
		10,001—20,000 square feet	\$100 per year
		20,001—30,000 square feet	\$150 per year
		30,001—40,000 square feet	\$200 per year
		40,001—50,000 square feet	\$300 per year
		50,001—75,000 square feet	\$400 per year
		75,001—100,000 square feet	\$500 per year
		Over 100,000 square feet	\$1,000 per year
§5-2-4	Residential Buildings with no inspectable common areas – exterior inspection only	\$15 per year	
§5-4-9	False Alarm Charge	No charge for first two false alarms, \$150 for third alarm; \$250 for fourth alarm, \$400 for fifth and subsequent alarm per location	
§5-2-5	Fire Protection System Permit Application	\$75 base + \$1 for each fire alarm/detection system device + \$1 for each fire suppression/sprinkler system head	



Agenda Date: 12/4/24
Agenda Item: # 11g

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board

MEMO FROM: Eric Ryer, Administrator

MEMO WRITTEN: November 26, 2024

MEMO SUBJECT: Item #11g: Discussion and possible motion on an agreement for professional planning consulting services with Planning & Zoning, LLC*

BACKGROUND

As growth continues to occur in Ozaukee County, the Town will feel additional development pressures/opportunities. Similar to how the Town has a consulting engineer for certain reviews that require a PE, the Town approved a contract with Planner Barrows in December of 2023 to assist with planning and development projects, economic development/redevelopment to set the Town in a favorable position. Planner Barrows is currently completing the Zoning Code update along with SEH, and would remain available as a consultant in 2025. As with the past agreement, Planner Barrows would continue on an as-needed basis, with her time being tracked and invoiced back to the applicant, consistent with the long-standing policy of the Town for other professional service reviews such as legal and engineering.

CONTRACT

The attached draft agreement is essentially unchanged from 2024. Her rate remains \$140/hr.

The role of the consulting planner is important to the Town as we continue to update long-term planning documents, applications/processes, and ordinances. Having dedicated professionals available to the Town makes processes more efficient, reviews more comprehensive, and works to ensure proper implementation of planning documents in decisions by the Plan Commission and Town Board. Availability of the planning consultants will be especially valuable during hiring/training of a new Asst. Administrator/Clerk.

ACTION REQUESTED

Staff requests Town Board approve the agreement with Planning & Zoning, LLC.

ATTACHMENT

- I. Agreement with Planning & Zoning LLC

Professional Services Contract and Agreement for Town of Cedarburg Planning Services

January 1, 2025 – December 31, 2025

THIS PROFESSIONAL SERVICES CONTRACT AGREEMENT (this “Agreement”) is made and entered into as of the last date below signed between the Town of Cedarburg (the “Town”) and Planning & Zoning, LLC, a Wisconsin limited liability company (“Consultant”) (each a “Party” and collectively the “Parties”) to provide planning services for the 2025 calendar year.

This Agreement authorizes and describes the scope, services, payment, and general conditions for Consultant to provide Planning Services (as defined below) to the Town.

I. Planning Services

Consultant will review planning applications (the “Planning Services”) as requested by and for the Town, including the following:

- a. Advise the Town’s Staff regarding planning and zoning compliance related matters in the Town.
- b. Facilitate pre-application meetings with members of the public and processing of planning/zoning applications to the Plan Commission and Town Board.
- c. Provide staff reviews and recommendations for Plan Commission and Town Board consideration on planning/zoning applications.
- d. Virtually attend Plan Commission and Town Board meetings as needed.
- e. Other Planning Services mutually agreed to between the Town and Consultant.

“Planning Services” do **not** include engineering, surveying, legal advice, administration, or other services not specifically stated above, unless mutually agreed to by the Town’s Administrator and Consultant in writing. Consultant is not a municipal advisor and therefore the Town shall provide its own legal, financial, and insurance counseling, and other special services.

Items to be furnished by the Town: The Town shall provide Consultant with submittal information, historical records, and such other data, information, or material reasonably requested by Consultant (“Municipal Materials”) to perform the Planning Services. The Town represents and warrants that it is the owner of the Municipal Materials and the accuracy and completeness of any information contained therein. Consultant shall not be liable for damages which arise out of the reasonable reliance on the information contained within the Municipal Materials.

II. Payment

Consultant will provide separate invoices to the Town for the service types set forth below:

- a. *Town Business:* Time spent to assist the Town on nonapplication-based Planning related matters will be billed monthly. Consultant’s billing rate will be \$140 per hour. Travel expenses will be charged to the Town if in-person meetings or site inspections are required.
- b. *Applicant Reimbursement:* Applicants will sign the Town’s Professional Services Reimbursement Form. Once the Reimbursement Form is signed, all time related to the application will be invoiced separately so that the Town can charge the applicant for time spent on reviewing the application. The Town will be billed monthly for applicant reimbursements. Consultant’s billing rate will be

\$140 per hour. Travel expenses will be billed separately and included in the applicant specific invoice.

- c. *Project-Based Services*: Any time related to a project-based service will be billed as agreed to as part of a separate contract. Consultant's billing rate will be \$140 per hour. Materials, equipment, and travel expenses will be considered add-on expenses.

Invoices: All undisputed portions of invoices will be paid by the Town within 30 calendar days of receiving the invoice, or within one week of approval by Town Board, whichever is earlier. An extension to these dates may only be granted if the Town Board cancels their monthly meeting. In such case, the invoice shall be paid within one week of the next scheduled Town Board meeting. The Town shall notify Consultant in writing of any disputed items within 15 calendar days from receipt of invoice. If the Town does not provide such notice, the invoice shall be deemed approved. Any late payment shall be subject to a late fee in the amount of \$100.00 and all unpaid amounts shall bear interest at the lesser of: (i) twenty percent (20%) per annum; or (ii) the maximum rate of interest allowable under applicable law, which interest, in either case, shall be deemed to accrue effective as of the date such payment was originally due. Consultant shall be entitled to collect from the Town any additional taxes, fees, or costs of collection, including reasonable attorneys' fees, incurred as a result of not being paid in accordance with this Agreement. Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

In the event the Town is delinquent in the payment of an invoice, Consultant shall have the right to withhold Planning Services and will not be liable for any third-party claims of delay against the Town resulting from such withholding of services.

III. Mileage Reimbursement

The Town agrees to provide Consultant reimbursement for mileage for any requested site inspections or travel to and from Town Hall at the maximum allowable rate as established by the Internal Revenue Service.

IV. Equipment

Any materials/equipment that the Town requests be provided by Consultant will be billed to the Town at the cost of the materials/equipment. Examples include presentation boards, paper copies, and mapping materials. Computer usage will not be charged to the Town.

V. Insurance

Consultant shall carry a minimum of \$2,000,000 professional liability (Errors and Omissions), commercial general liability insurance, and worker's compensation insurance, if required by state law. Upon written request from the Town, Consultant shall deliver a certificate evidencing that such insurance is in full force and effect.

VI. Limitation of Liability

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

Planning Services provided herein are advisory only., and the Town is ultimately responsible for the decisions made by and on behalf of the Town.

THE TOWN HEREBY AGREES THAT TO THE FULLY EXTENT PERMITTED BY LAW, CONSULTANT'S TOTAL LIABILITY TO THE TOWN FOR ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PROFESSIONAL SERVICES PERFORMED HERETO FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE LIMITS OF ANY APPLICABLE INSURANCE COVERAGE, AS REQUIRED IN THIS AGREEMENT, PAID BY CONSULTANT'S INSURER.

VII. Representations and Warranties

- a. *Consultant's Representations and Warranties:* Consultant represents and warrants: (i) it has the legal right and authority to enter into this Agreement; (ii) Consultant's performance and the rights granted to the Town hereunder shall not conflict with or violate any commitment or agreement Consultant has to any other person or entity; (iii) Consultant's performance of its obligations under this Agreement are in compliance with all applicable laws; and (iv) Consultant's performance of the Planning Services are in a professional and workmanlike manner and in conformance with standards and specifications applicable in the industry. Consultant's warranty as set forth above shall expire TWELVE (12) MONTHS after the termination of this Agreement, and shall not apply if Consultant does not receive full payment from the Town. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. CONSULTANT IS NOT LIABLE TO THE TOWN FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT.
- b. *Town's Representations and Warranties:* In addition to any other representations and warranties made by the Town hereunder, the Town represents and warrants: (i) it has the legal right and authority to enter into this agreement; (ii) the Town's performance and the rights granted to Consultant hereunder shall not conflict with or violate any commitment or agreement the Town has to any other person or entity; and (iii) the Town's performance of its obligations under this Agreement are in compliance with all applicable laws.

VIII. Indemnification

- a. *Indemnification by Consultant:* Consultant shall defend, indemnify and hold harmless the Town, its officers, agents and other representatives from all losses, claims, demands, orders, damages, penalties, fines, costs, fees (including reasonable attorneys' fees) settlement payments, liabilities, expenses (collectively, "Losses") relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by Consultant in this Agreement; (ii) any breach by Consultant of any material term of this Agreement; and (iv) the negligent, reckless and/or willful misconduct of Consultant. The Town shall give Consultant notice of any such Losses and Consultant shall have the right to participate in the defense of any such Losses at its expense.
- b. *Indemnification by Town:* The Town shall defend, indemnify and hold harmless Client, its officers, agents and other representatives from

All Losses relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by the Town in this Agreement; (ii) any breach by the Town of any material term of this Agreement; and (iii) the grossly negligent, reckless and/or willful misconduct of the Town and/or its employees and/or agents. Consultant shall give the Town notice of any such Losses and the Town shall have the right to participate in the defense of any such Losses at its expense.

IX. Dispute Resolution and Enforcement

Any dispute arising out of or relating to this Agreement or the Planning Services provided shall be submitted to mediation as a precondition to litigation unless the Parties mutually agree in writing otherwise. Mediation shall occur within 60 days of a written demand for mediation unless the Parties mutually agree otherwise. In the event mediation is unsuccessful, the non-breaching Party shall be entitled to pursue any and all remedies available at law or in equity, including but not limited to specific performance, injunctive relief, and monetary damages, unless otherwise limited by this Agreement. The non-breaching Party shall have the right to seek any such remedies without waiving any other rights or remedies available to it under this Agreement, at law or in equity. If a suit is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing Party.

X. Independent Contractor

The method, manner, and means by which the Planning Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Consultant shall perform the Planning Services in a professional and workmanlike manner in conformance with standards and specifications applicable in the industry. Consultant is and shall remain at all times an independent contractor and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship with the Town. Nothing in this Agreement shall prevent Consultant from entering into similar agreements with other individuals, businesses, municipalities, and/or any other entities. Neither Party has the right or authority to assume or to create any obligation or responsibility on behalf of the other. Neither Party shall represent itself as the agent or legal representative of the other. The payments of compensation shall not be subject to withholding for federal, state or local taxes, including withholding for FICA contributions. Consultant shall be solely responsible for any and all self-employment taxes, federal, state and local taxes, FICA payments and other required deductions, payments or contributions. Consultant shall provide the Town with an IRS Form W-9 upon request from Client.

XI. Termination

Either Party may immediately terminate this Agreement upon sixty (60) days written notice, or (i) if the other Party materially breaches this Agreement and such breach is not cured within ten (10) business days of receipt of written notice of such breach, or (ii) in the event of the other Party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors. In addition, either Party may terminate this Agreement for convenience by delivering a sixty (60) day notice of termination to the other Party.

XII. Miscellaneous Provisions.

- a. *Waiver*: No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- b. *Authority*: The individuals executing below on behalf of entities indicate that they have the necessary authority to bind such Parties to this Agreement.
- c. *Binding Effect and Assignment*: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign or transfer this Agreement, in whole or in part, without the other's prior written consent. Any attempt to transfer or assign this Agreement without such written consent shall be null and void.
- d. *Entire Agreement*: This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by the Parties. The term "Agreement", as used herein, includes any future written amendments, modifications, or supplements made in accordance herewith. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this Agreement.
- e. *Survival*: All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement.
- f. *Headings*: The headings used in this Agreement are intended solely for purposes of identifying the various sections and subsections contained herein and are for the convenience of the Parties hereto. Such headings are in no way intended to describe, interpret, define or limit the scope of this Agreement or any of the section or subsections hereto or the intent of the Parties hereto.
- g. *Governing Law*: The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflict of laws and choice of law rules. Any action instituted by or on behalf of a Party under this Agreement or to enforce or interpret any provision of this Agreement shall be brought solely in the state courts located within Ozaukee County, Wisconsin.
- h. *Neutral Construction*: The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. This Agreement shall be construed without regard to any presumption or role requiring construction against the Party drafting this Agreement.
- i. *Notices*: All notices shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the date sent by electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice shall be confirmed within one business day by electronic mail, or (iii) two (2) business days after being mailed by United States certified mail, postage prepaid, return receipt requested, to a Party at that

Party's address identified below. If a Party changes address, such Party shall notify the other of the new address.

- j. *Severability*: If any term or condition of this Agreement, or the application of any term or condition to any person or circumstance, shall be deemed invalid or unenforceable, the remaining terms or conditions of this Agreement, or the application of the terms or conditions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- k. *Force Majeure*: No delay, failure, or default in performance of any obligation by either Party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement if such delay, failure, or default in performance is due to events which are beyond the reasonable control of such Party and could not be avoided through the exercise of reasonable care and diligence, including labor disputes or strikes, acts of God such as floods, lightning, earthquakes, or natural disaster, acts of war or terrorism, riot, failure or diminishment of power or of telecommunications or data networks or services, embargoes, acts of government, or pandemics, epidemics, or other similar health emergencies that significantly inhibit travel, project site availability, or performance hereunder in the Parties' reasonable judgment.
- l. *Counterpart and Execution*: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Photocopies, scanned images, facsimiles and/or "PDF" electronic and/or digital signature pages of this Agreement shall have the same force and effect as an executed original.

Signed:

_____ **Date** _____

Town of Cedarburg Authorized Representative

Eric Ryer, Town Administrator
1293 Washington Avenue
Cedarburg, WI 53012-9304
eryer@townofcedarburgwi.gov

Signed:

_____ **Date** _____

Sole Member of Planning & Zoning, LLC

Amy Barrows
906 Meyers Ct.
Wales, WI 53183
abplanningzoning@gmail.com

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Paul Jungbauer, Director of Parks & Recreation

MEMO WRITTEN: November 25, 2024

SUBJECT: Agenda Item # 11h: Discussion and possible motion on accepting an Eagle Scout project of two picnic tables and installation of mulch around some of the trees at the north end of Krohn Park*

BACKGROUND

Staff met with Bailey Grudzinski, a prospective Eagle Scout, in September. He explained he was looking to complete his Eagle Scout project at the north end of Krohn Park. Bailey is proposing the addition of a picnic table and mulching around 2 banks of trees that our mowers cannot maneuver around.

Staff sent an email to Barry Sullivan at the Ozaukee County Land and Water Management department to see if any permits would be needed for the project. There are no permits needed, but his suggestion was to locate the picnic table outside the wetlands and outside of the 100-year flood plain. The email from Mr. Sullivan is attached in the packet along with the wetland map and 100-year flood plain map.

The proposed location of the picnic table and the mulch beds are shown in the packet. The location of the picnic table should be outside of the mentioned wetlands and 100-year flood plain as suggested by Mr. Sullivan. The second picnic table would be placed at Hamilton Park replacing an older unit at that location.

The project was presented to the Parks & Recreation Committee at the November meeting. A unanimous recommendation was made to accept the Eagle Scout project donation of the two picnic tables and the landscape work pending the proper fundraising to be completed by the Eagle Scout.

Bailey Grudzinski plans on being in attendance to present the details of his proposed project to the Town Board to consider for approval.

ACTION REQUESTED

Staff requests the Town Board consider a motion to approve and accept the Eagle Scout project donation of the two picnic tables and landscaping pending the proper fundraising by the Eagle Scout.

ATTACHMENTS

- I. Email from Barry Sullivan at Ozaukee County Land & Water Management
- II. Map of wetlands at Krohn Park
- III. Map of 100-year floodplain at Krohn Park
- IV. Photo of the proposed locations of the picnic table and mulch beds

Paul Jungbauer

To: Barry Sullivan
Subject: RE: [External]RE: Krohn Park Eagle Scout

From: Barry Sullivan <bsullivan@ozaukeecounty.gov>
Sent: Tuesday, September 24, 2024 11:25 AM
To: Paul Jungbauer <pjungbauer@townofcedarburgwi.gov>
Subject: [External]RE: Krohn Park Eagle Scout

Paul –

There are no permit required for picnic tables. However, I would suggest that they need to be located outside of the wetland area as shown on the Krohn Park Aerial that I attached to this email. Also, you may want to have them located outside of the 100-year floodplain as shown on the attached Krohn Park Floodplain map or make sure they are removed in case of major flooding occurs in the area.

Regards,

Barry

Barry A. Sullivan
Sanitation and Zoning Specialist
Ozaukee County Land and Water Management Department
121 W. Main Street
Port Washington WI 53074
(262)284-8318
bsullivan@ozaukeecounty.gov

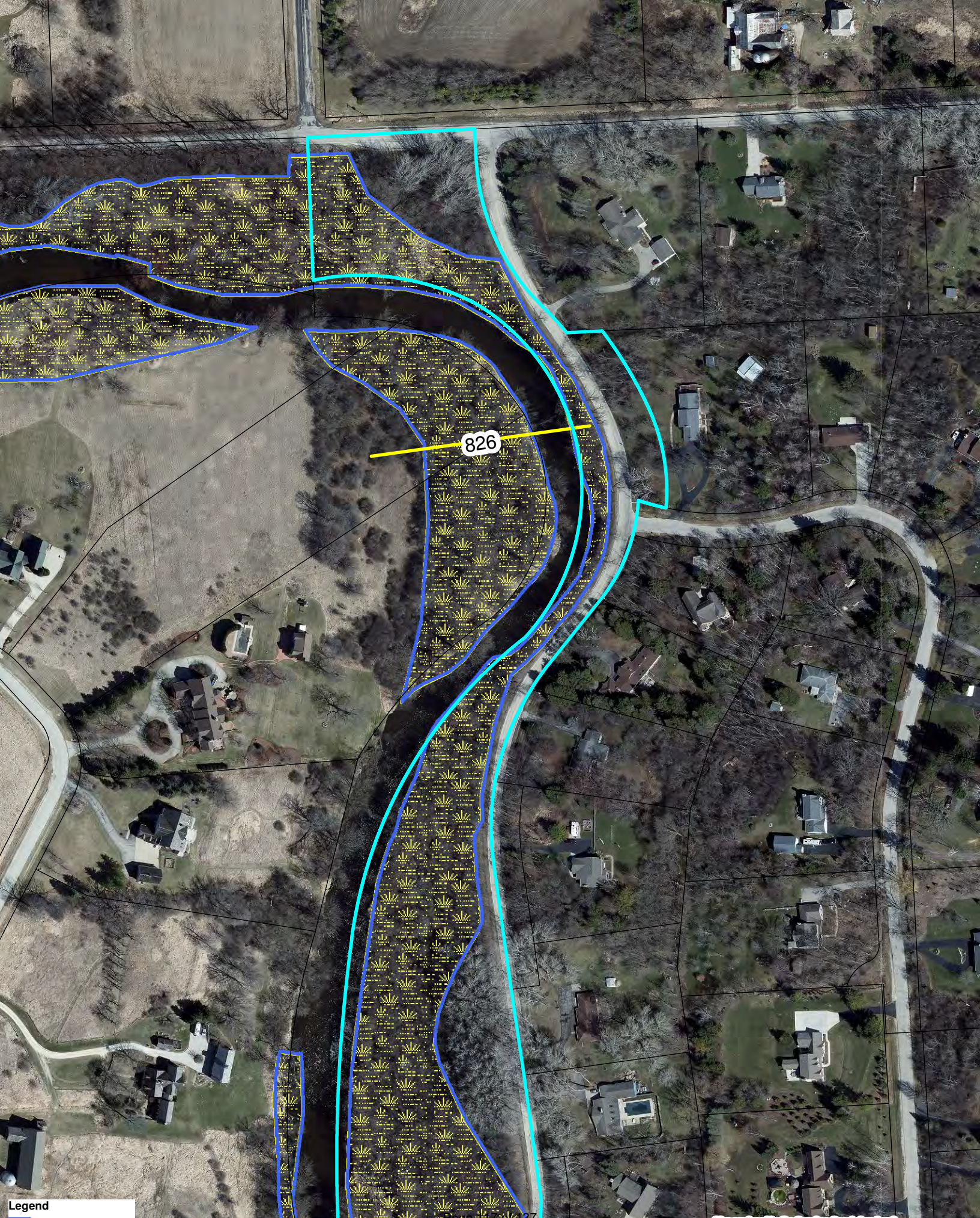
From: Paul Jungbauer <pjungbauer@townofcedarburgwi.gov>
Sent: Monday, September 23, 2024 3:38 PM
To: Barry Sullivan <bsullivan@ozaukeecounty.gov>
Subject: Krohn Park Eagle Scout

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe.

Barry,

I met with a prospective Eagle Scout and he is looking to do his project at the North End of Krohn Park. He lives near the area and would like to build a picnic table and add woodchips around the large trees in the areas that our mowers cannot fit in-between. The picnic table would be chained around a tree and not require a footing. The wood chips would not require any disturbance of the soil, or any grading. Is there a permit that the Town would need to receive should this project be approved?

Thank You,
Paul Jungbauer
Director of Parks & Recreation
Town of Cedarburg
Phone: 262-377-4509 ext. 2



826

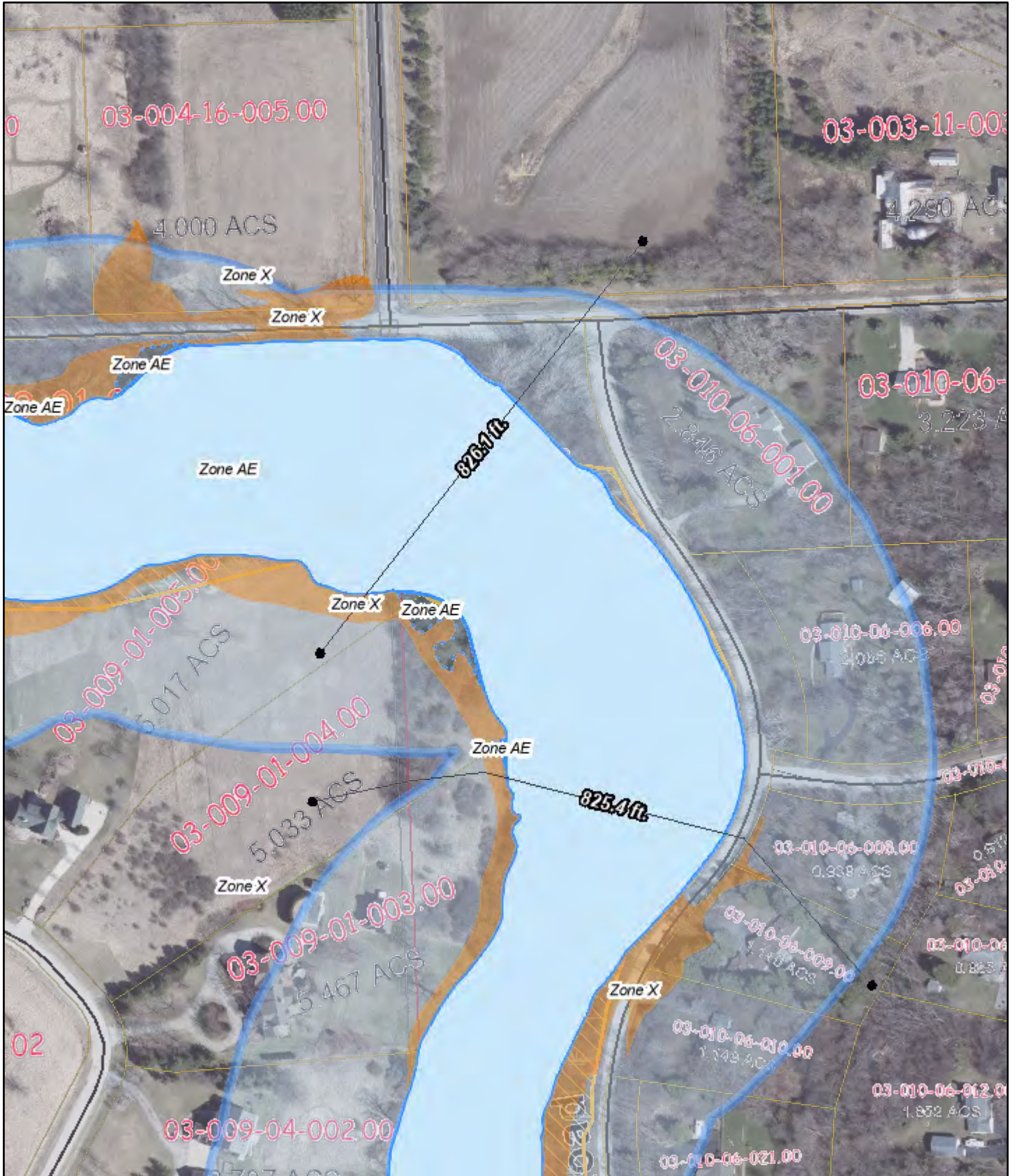
- Legend**
- Wetlands_WithinShoreland
 - Wetlands_OtherRegulated
 - Wetlands_OpenWater

0 50 100 200 Feet
2022 AERIAL

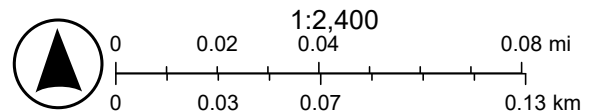
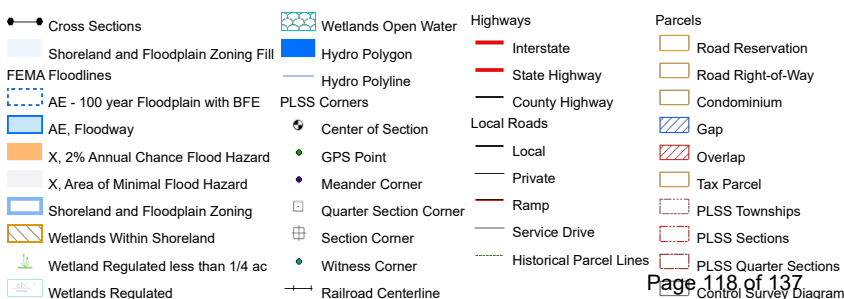


Map produced by the Ozaukee County Land and Water Management Dept. This is not a survey. The information on the aerial is subject to change. It is based on the best available information at the time of its printing.

Ozaukee County Shoreland Zoning



9/24/2024, 11:17:26 AM







Meeting Date 12/4/24
Agenda Item: # 11i

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board
FROM: Paul Jungbauer, Director of Parks & Recreation
MEMO WRITTEN: November 25, 2024
SUBJECT: Agenda Item # 11i: Discussion and possible motion on accepting an Eagle Scout project of emergency locator signs & map to be placed at Pleasant Valley Parks & Trails*

BACKGROUND

Staff was approached by prospective Eagle Scout, Caleb Butler, about a potential Eagle Scout project at Pleasant Valley Park & Trails. The project would include the fundraising and installation of emergency locator signs and a map of the location of the signs. This project would benefit Town residents and patrons of Pleasant Valley Park & Trails with expedited emergency response times to injured hikers and bikers.

The Eagle Scout would be responsible for securing all funding in order to complete the project. There are no anticipated costs of the project that the Town would be responsible for when it comes to securing the items and installing the items. There may be some upkeep to the signs based on the material the signs are made of.

The project was presented to the Parks & Recreation Committee at the November meeting. A unanimous recommendation was made to accept the Eagle Scout project donation of the emergency signs and locator map pending the proper fundraising by the Eagle Scout.

Caleb Butler plans on attending the meeting to present the details of his proposed project to the Town Board to consider for approval.

ACTION REQUESTED

Staff requests the Town Board to consider a motion to accept the Eagle Scout project donation of the emergency signs and locator map pending the proper fundraising by the Eagle Scout.

ATTACHMENTS

- I. Example Photos of the safety map
- II. Photo of the kiosk where the map will be placed
- III. Examples of the information on the signs









Agenda Date: 12/4/24
Agenda Item: # 11j

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
PREPARED BY: Eric Ryer, Administrator
MEMO WRITTEN: November 18, 2024
MEMO SUBJECT: Item # 11j: Discussion and possible motion regarding a Memorandum of Understanding between the City of Cedarburg and Town of Cedarburg for a Digital Phone System*

BACKGROUND

The Town and City approved a memorandum of understanding (MOU) in 2018 that added the Town to their digital phone system as the Town's analog system reached end-of-life. Staff then coordinated with the phone vendor and IT to complete the transition. The initial 5-year agreement has expired, and an updated version is provided here for approval to extend the MOU for another 5-year period.

STAFF ANALYSIS

The updated MOU was drafted for approval of the City Council/Town Board. The MOU outlines the Town has 12 phones on the system. The MOU addresses fees as well as a percentage annual payment for maintenance of the system. This would allow the Town to maintain our main line # at 262-377-4509. This intergovernmental partnership has worked well and is a good example of cooperation in an effort to realize cost savings.

ACTION REQUESTED

The City approved the MOU at their meeting on November 25th. Staff requests approval of the MOU by the Town Board.

ATTACHMENT

- I. Updated Phone System MOU

Intergovernmental Memorandum of Understanding
Between the City of Cedarburg and the Town of Cedarburg

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Cedarburg (“City”) and the Town of Cedarburg (“Town”). The City and Town may be individually referred to herein as a “Party”, or collectively as “Parties”.

WHEREAS, The City of Cedarburg purchased a new Shoretel digital phone system (“System”) in 2013 with capacity to service all of its locations and needs; and

WHEREAS, In 2018, Tthe Town of Cedarburg reached the end-of-life for its 1997 analogue phone system due to age and lack of replacement components; and

WHEREAS, The Town and City ~~entered into an approved-a version of this~~ MOU in 2018 that allowed the Town to transition to the City digital phone system which has had positive impacts for both the City and Town~~worked very well~~; and

WHEREAS, the City and Town ~~are always~~continue looking for ways to foster intergovernmental cooperation to work together in an effort to save taxpayer money and resources; and

WHEREAS, The City and Town may enter into a contract or memorandum of understanding pursuant to section 66.0301 of the Wisconsin Statutes, providing for intergovernmental cooperation between municipal entities;

NOW, THEREFORE, it is hereby agreed and understood, by and between the City and the Town, that the City will allow the Town to remain a remote location on its Shoretel digital phone system, as follows:

I. Town agrees to pay its percentage of the annual maintenance cost for the System, estimated at approximately \$468/year starting in the year 2025. Payments will be made no later than June 1 of each year and will be based on the actual maintenance costs incurred in the prior year. The share of the annual maintenance will be based on each municipality’s share of the total lines utilized on the system. By way of example, if the City uses 81 lines in the System, and the Town uses 12 lines, the Town’s share of expenses shall be 13%.

II. The City and the Town are each responsible to purchase and maintain its individual capital purchases related to each location’s equipment needs. However, the Town and City will share in any future capital purchase needs to maintain the overall system if not covered by the Maintenance agreement by their share of the costs based on the number of lines formula described in Paragraph I, herein.

III. Each Party shall be financially responsible for maintaining its individual equipment within the System. The Town agrees to purchase a block of IT hours at approximately \$160/hour from the City's IT contractor for the Town's cost of maintaining its equipment, as well as any IT cost the Town will incur for initial set up and maintenance in the Town.

IV. The term of this MOU will be for a period of 5 years. During the 5-year term either party can terminate the MOU for any reason upon 150-days advance written notice to the other.

V. Each Party hereby indemnifies the other and agrees to save the other harmless from and against any and all claims, actions, damages, liability and expense of any kind, including reasonable attorney's fees, in connection with or in any way related to the operation of that Party's individual equipment within the System. In case an indemnified Party shall be made a party to any litigation arising out of any such occurrence, then the indemnifying Party shall protect and hold the other harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by the other in connection with such litigation.

In witness whereof, the undersigned have set forth their hands and seals upon such dates as set forth below, the last and latest of which being the effective date of the Understanding.

City of Cedarburg

Town of Cedarburg

By: _____
Patricia Thome, Mayor

By: _____
David Salvaggio, Town Chair

Date: _____, 2024.

Date: _____, 2024.

By: _____
Tracie Sette, City Clerk

By: _____
Jack Johnston, Asst. Administrator/Clerk

Date: _____, 2024.

Date: _____, 2024.

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board

PREPARED BY: Eric Ryer, Administrator

MEMO WRITTEN: November 25, 2024

MEMO SUBJECT: Item # 11k: Discussion and possible motion on an amended paramedic oversight agreement with the Southern Ozaukee Fire Department (SOFD)*

BACKGROUND

A paramedic oversight agreement is part of the 10-year shared services agreement with the City of Cedarburg for Fire & EMS. The oversight agreement was intended to be in place 2023-2026 to allow the City time to obtain their own paramedic license and operate paramedic services under the license of the Southern Ozaukee Fire Department (SOFD). The Chiefs of Cedarburg and SOFD met to discuss the agreement, and have amended it to simplify the payment structure and ensure continuity of paramedic services while the CFD works toward establishing its own paramedic program, expected within a year. The City confirmed the additional costs related to the amended oversight agreement would be covered through EMS revenues, and would not affect the Town contribution per the shared services agreement.

The information below is from the City of Cedarburg.

STAFF ANALYSIS

1. Flat Fee Agreement:
 - New: CFD will pay a flat fee of \$75,000 annually for paramedic oversight and assistance.
 - Previous: The agreement had tiered annual payments of \$75,000 (Year 1), \$67,000 (Year 2), \$62,000 (Year 3), and \$56,000 (Year 4).
2. Intercept Calls:
 - Under the revised agreement, SOFD will no longer take a share of EMS transportation call revenue, simplifying the financial arrangement. Instead, CFD will retain all revenues from billing on calls assisted by SOFD. This agreement replaces the current Paramedic Intercept Agreement.
3. Financial Impact:
 - While this year's flat fee results in additional costs compared to the previous structure, it is offset by increased EMS transportation billing revenues.
 - The additional revenue is estimated to meet or exceed the increase in costs, ensuring no adverse budgetary impact.

Budget Notes:

- **EMS Paramedic Oversight Fee:** This expense is accounted for in the annual budget.
- **EMS Transportation Billing Revenue:** The increased revenue is projected to cover the unbudgeted cost increase.

Looking Forward: The flat fee agreement will remain in place until the CFD implements its own paramedic program, which is anticipated within the next year. This approach provides stability and ensures effective paramedic service delivery during the transition period.

Conclusion: The amended agreement ensures fiscal responsibility while maintaining high-quality paramedic services. This arrangement positions CFD to achieve its goal of establishing a fully independent paramedic program, reducing reliance on external assistance.

JOINT FIRE & EMS COMMITTEE RECOMMENDATION / ACTION REQUESTED

The Town/City Joint Fire & EMS Committee met on November 21st and unanimously recommended approval of the amended agreement to the Common Council and Town Board. Deputy Chief Hintz plans on attending for questions.

Staff requests consideration of approval of the amended oversight agreement to replace the existing agreement as part of the Town/City shared services agreement.

ATTACHMENTS

- I. Amended Oversight Agreement
- II. Existing Oversight Agreement

AMENDED PARAMEDIC OVERSIGHT AGREEMENT

This Amended Paramedic Oversight Agreement (“Agreement”) between the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) and the Cedarburg Fire Department (“CFD”) is effective _____, 2024.

WHEREAS, SOFD employs trained and licensed paramedics, owns advanced life support equipment, including a vehicle, and is licensed to provide Advanced Life Support (“ALS”) paramedic services; and

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin municipalities to enter into agreements for the purposes of providing services; and

WHEREAS, Wis. Admin. Code § DHS 110.34(10) authorizes and requires an emergency medical services provider to maintain written mutual aid and coverage agreements with ambulance service providers operating within or adjacent to the provider’s primary service area; and

WHEREAS, SOFD and CFD have previously entered into an agreement with an effective date of January 1, 2023, wherein SOFD provides ALS paramedic intercept services to CFD (the “Intercept Agreement”); and

WHEREAS, CFD desires to create its own paramedic program and SOFD is willing to assist in this endeavor; and

WHEREAS, SOFD and CFD addressed that goal of creating CFD’s paramedic program by entering into a Paramedic Oversight Agreement dated April 1, 2023 (the “Original Agreement”);

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, SOFD and CFD agree as follows:

1. The Original Agreement is mutually terminated without any further rights or responsibilities for either party as of the effective date of this Agreement.
2. SOFD shall continue to provide CFD with ALS intercept service when CFD requests such service and SOFD is available to provide such service in accordance with the existing Intercept Agreement between the parties except as may otherwise be provided for in this Agreement.
3. CFD may hire appropriately qualified personnel that can be licensed by the State of Wisconsin at the paramedic level. During the term of this Agreement, SOFD agrees to allow such personnel to be credentialed and licensed as a paramedic under SOFD’s license. Such personnel shall be credentialed under Wis. Admin. Code. § DHS 110.52(4) by both CFD (at the highest level CFD can credential) and SOFD (at the paramedic level).

4. SOFD shall provide all proper and appropriate oversight of CFD-employed, SOFD-licensed paramedics in the same manner that SOFD oversees its own employed paramedics, including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, and reporting.

5. Notwithstanding any licensing and credentialing through SOFD, any such personnel hired by CFD shall remain solely as an employee of CFD, and CFD shall be responsible for any and all wages, benefits, worker's compensation, and the like that are due to such personnel.

6. Because CFD does not credential paramedic personnel for ALS care, any call for service where a CFD-employed, SOFD-licensed paramedic provides ALS-level care on-scene and/or during transport shall be deemed an ALS intercept.

7. No such CFD-employed, SOFD-licensed paramedic shall provide paramedic level service contrary to Wis. Admin. Code Chap. DHS 110.

8. CFD acknowledges and agrees that under the Intercept Agreement, SOFD would be entitled to per-call reimbursement. CFD also acknowledges and agrees that SOFD personnel will expend time in implementing this Agreement and providing the required oversight to all CFD-employed, SOFD-licensed paramedic personnel including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, and reporting. In recognition of these reimbursements and of the additional costs to SOFD, CFD agrees to pay SOFD the following annual fees in lieu of per-call reimbursement under the Intercept Agreement:

a. For 2024, \$75,000. CFD shall be credited for the \$67,000 payment made under the Original Agreement. The balance, in the total amount of \$8,000, shall be payable within 30 days of the effective date of this Agreement.

b. For 2025, \$75,000 payable within the first 30 days of January 10, 2025.

c. For 2026 and each subsequent year until this Agreement is terminated, \$75,000 payable in equal monthly installments of \$6,250 commencing on January 10, 2026, and then on the 10th day of each successive month.

9. During the term of this Agreement, no payment under the terms of the Intercept Agreement shall be required. Upon termination of this Agreement, the terms of the Intercept Agreement shall control the relationship between the parties, including compensation.

10. SOFD and CFD shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein

shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto. This paragraph shall survive the termination of this Agreement.

11. The initial term of this Agreement shall commence on the date of this Agreement and continue through December 31, 2026, unless terminated earlier, as provided herein. Thereafter, this Agreement shall automatically renew for one-year periods unless terminated as set forth below.

a. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach. If SOFD terminates under this paragraph based upon a breach by CFD, CFD shall forfeit as liquidated damages the remaining balance of the pro-rated annual fee for the then-current year except that, if the breach occurs after June 30 in any year, CFD shall pay the subsequent year's annual fee as liquidated damages.

b. This Agreement may be terminated without costs or penalty to either party upon notice by either party upon the occurrence of any of the following to the other party:

i. Loss of its license or Medicare or Medicaid certification.

ii. The filings of a voluntary petition bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

c. Commencing January 1, 2025, this agreement may be terminated without costs or penalty by either party for convenience upon 60 days advance written notice to the other party. In such event, CFD shall pay a prorated annual fee, based upon the fees set forth in paragraph 8, herein, and calculated through the date of termination. Such fee shall be due and payable within 30 days of the date of termination.

12. It is not the intent of either party to this Agreement that any remuneration, benefit, or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in the Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

13. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

14. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed

counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

15. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as set forth herein. Any modification of or amendments to this agreement must be in writing and executed by both parties.

16. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity.

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

David L. Bialk, Chief

CEDARBURG FIRE DEPARTMENT

Jeffrey J. Vahsholtz, Chief

PARAMEDIC OVERSIGHT AGREEMENT

This Paramedic Oversight Agreement ("Agreement") between the Southern Ozaukee Fire and Emergency Medical Services Department ("SOFD") and the Cedarburg Fire Department ("CFD") is effective APRIL 1, 2023.

WHEREAS, SOFD employs trained and licensed paramedics, owns advanced life support equipment, including a vehicle, and is licensed to provide Advanced Life Support ("ALS") paramedic services; and

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin municipalities to enter into agreements for the purposes of providing services; and

WHEREAS, Wis. Admin. Code § DHS 110.34(10) authorizes and requires an emergency medical services provider to maintain written mutual aid and coverage agreements with ambulance service providers operating within or adjacent to the provider's primary service area; and

WHEREAS, SOFD and CFD have previously entered into an agreement wherein SOFD provides ALS paramedic intercept services to CFD (the "Intercept Agreement"); and

WHEREAS, CFD desires to create its own paramedic program and SOFD is willing to assist in this endeavor;

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, SOFD and CFD agree as follows:

1. SOFD shall continue to provide CFD with ALS intercept service when CFD requests such service and SOFD is available to provide such service in accordance with the existing Intercept Agreement between the parties except as may otherwise be provided for in this Agreement.
2. CFD may hire appropriately qualified personnel that can be licensed by the State of Wisconsin at the paramedic level. During the term of this Agreement, SOFD agrees to allow such personnel to be credentialed and licensed as a paramedic under SOFD's license. Such personnel shall be credentialed under Wis. Admin. Code. § DHS 110.52(4) by both CFD (at the highest level CFD can credential) and SOFD (at the paramedic level).
3. SOFD shall provide all proper and appropriate oversight of CFD-employed, SOFD-licensed paramedics in the same manner that SOFD oversees its own employed paramedics, including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, supervising, and reporting.
4. Notwithstanding any licensing and credentialing through SOFD, any such personnel hired by CFD shall remain solely as an employee of CFD, and CFD shall be

responsible for any and all wages, benefits, worker's compensation, and the like that are due to such personnel.

5. Because CFD does not credential paramedic personnel for ALS care, any call for service where a CFD-employed, SOFD-licensed paramedic provides ALS-level care on-scene and/or during transport shall be deemed an ALS intercept which is governed by the existing Intercept Agreement between the parties.

6. No such CFD-employed, SOFD-licensed paramedic shall provide paramedic level service contrary to Wis. Admin. Code Chap. DHS 110.

7. CFD acknowledges and agrees that SOFD personnel will expend time in implementing this Agreement and providing the required oversight to all CFD-employed, SOFD-licensed paramedic personnel including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, supervising, and reporting. In recognition of these additional costs to SOFD, CFD agrees to pay SOFD the following annual administrative fees:

a. For the first year of this Agreement, \$73,000 payable within 30 days of the effective date of this Agreement.

b. For the second year of this Agreement, \$67,000 payable within 30 days of the first anniversary of the effective date of this Agreement.

c. For the third year of this Agreement, \$62,000 payable within 30 days of the second anniversary of the effective date of this Agreement.

d. For the fourth year of this Agreement, \$56,000 payable within 30 days of the third anniversary of the effective date of this Agreement.

8. In recognition of the expenses associated with employing its own personnel, when an intercept is competed by a crew consisting of 100% CFD employees within the CFD service area, the flat fee called for under paragraph 3 of the Intercept Agreement shall be reduced to \$150 when a CFD-employed, SOFD-licensed paramedic provides ALS care during transport and the flat fee called for under paragraph 4 of the Intercept Agreement shall be reduced to \$75 when ALS care is provided on-scene only but not during transport.

9. SOFD and CFD shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto. This paragraph shall survive the termination of this Agreement.

10. The initial term of this Agreement shall be four years, commencing as of the effective date unless terminated as set forth below.

a. This Agreement may be terminated on any anniversary date by either party without cause by providing written notice at least 6-months prior to the termination date.

b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach. If SOFD terminates under this paragraph based upon a breach by CFD, CFD shall forfeit as liquidated damages the remaining balance of the pro-rated administrative fee for the then-current year except that, if the breach occurs within 6 months of the next anniversary date, CFD shall pay the subsequent year's administrative fee as liquidated damages.

c. This Agreement may be terminated upon notice by either party upon the occurrence of any of the following to the other party:

i. Loss of its license or Medicare or Medicaid certification.

ii. The filings of a voluntary petition bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

11. It is not the intent of either party to this Agreement that any remuneration, benefit, or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in the Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

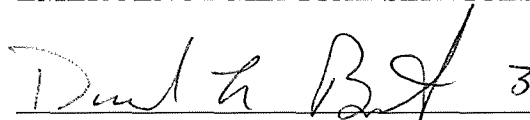
12. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

13. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

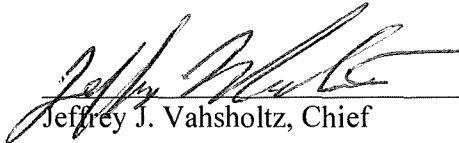
14. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as set forth herein. Any modification of or amendments to this agreement must be in writing and executed by both parties.

15. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity.

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

 3/13/23
David L. Bialk, Chief

CEDARBURG FIRE DEPARTMENT

 03-17-23
Jeffrey J. Vahsholtz, Chief



Agenda Date: 12/4/24 Agenda Item: <u>#111</u>
--

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Eric Ryer, Administrator

MEMO WRITTEN: November 26, 2024

MEMO SUBJECT: Item #111: Discussion and possible motion regarding the use of remaining ARPA funds*

BACKGROUND

All ARPA funds have to be obligated by December 31, 2024, and spent by December 31, 2026. The Town has spread out the use of these funds to a wide array of projects. Some projects came in under budget, resulting in funds remaining to be obligated. After speaking with our financial advisor, it was recommended the Town Board approve the use of any remaining unobligated or unspent ARPA funds on payroll. This is an eligible expense, and will allow for the complete draw down of funds to avoid unspent funds.

Other Projects

As a matter of housekeeping, two of the projects that were funded with ARPA dollars were included in approved annual budgets as ARPA projects, but not approved specifically on an individual basis. To avoid any compliance issues and error on the side of caution, those already completed projects are included here for official ARPA obligation. They are the Stormwater Plan update (\$109,500) and Market Revaluation (\$45,600).

ACTION REQUESTED

Staff requests the Town Board approve:

- 1) the use of any remaining unobligated or unspent ARPA funds on payroll to avoid unspent funds, and;
- 2) specifically obligate ARPA funds for the Stormwater Plan update (\$109,500) and Market Revaluation (\$45,600).