Meeting:	**Town Board of Supervisors**
Place:	1293 Washington Avenue, Cedarburg
Date/Time:	**July 6, 2026 – 7:00 P.M.***
Web Page:	www.townofcedarburgwi.gov
Posted:	July 2, 2026

This meeting is also available remotely online. For remote access, email **sjacoby@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
Presiding Supervisor	Thomas Esser	Deputy Town Clerk	Julie Mett
Town Attorney	Brad Hoeft	Building Inspector	Paul Mortimer (SafeBuilt)
Town Constable	Samuel Peters	Clerk/Asst. Administrator	Sara Jacoby
Consulting Engineer	Troy Hartjes, raSmith	Consulting Planner	Cedar Corp. / Stantec

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 new and renewal operator licenses as listed for the 2026-2027 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 June 1, 2026 Town Board Meeting Minutes
    b. Approving June 17, 2026 Special Town Board Meeting Minutes
    c. Accepting May 20, 2026 Plan Commission Meeting Minutes
    d. Accepting March 25, 2026 Special Park & Recreation Committee Meeting Minutes
    e. Accepting May 7, 2026 Ad Hoc Joint Bicycle & Pedestrian Committee Meeting Minutes

6. **TREASURER'S REPORT**
    a. Motion Accepting the June 2026 Treasurer's Report*

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 June 1, 2026 to June 30, 2026 (Check #'s 41561-41636, V4883-V4911 (V4895 skipped), and manual checks as shown)*

8. **REPORTS TO BE RECEIVED/FILED (Non-action items)**
    a. Possible report regarding local nuisance/law enforcement issues (Constable Samuel Peters)*
    b. Report on recreation finances (Director of Parks & Recreation Paul Jungbauer)*

9. **PUBLIC HEARINGS**
    a. None

10. **OLD BUSINESS**
    a. None

11. **NEW BUSINESS**
    a. Discussion and possible motion on a preliminary plat for Brandt Highlands for a six lot subdivision on approximately 24 acres by ELB Joint Venture (Don Levy) for the property with tax key #030050300200 **[Owner: EBL, NE ¼ Sec. 5, 24.67 acres, zoned E-1 Estate & C-1 Conservancy]***
    b. Discussion and possible motion approving a Class B Fermented Malt Beverage license and a Class B liquor license for Circle B Operator, LLC, DBA Circle B, S. D. Stroebel, 6261 State Rd 60*
    c. Discussion and possible motion on an agreement for professional planning consulting services with Cedar Corporation*
    d. Discussion and possible motion on the final payment of a previously approved Western Star tandem axle patrol truck*

12. **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."
    b. Reconvene to open session and the regular order of business

13. **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: 7/6/2026
Agenda Item: # 4a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO:	David Salvaggio, Chairman Town Board
MEMO FROM:	Samuel Peters, Constable Sara Jacoby, Assistant Administrator/Clerk
MEMO WRITTEN:	June 22, 2026
MEMO SUBJECT:	**Item #4a:** Discussion and possible motion regarding new operator license applications for the 2026-2027 license period*

BACKGROUND

The attached chart lists the individuals that have submitted applications for annual operator's licenses for Town Board consideration. The Constable has conducted background checks and recommends approval of the licenses. The applicants have provided the necessary alcohol serving awareness course certificates.

REQUESTED ACTION

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

ATTACHMENT

I. Operator license application list

ATTACHMENT I.

Name	Establishment	New	Renewal	Constable Rec.
Brittanie Delorit	Toast	No	Yes	Yes
Paige Kleinhans	Fermentorium	Yes	No	Yes
Mandie Buth	Fermentorium	No	Yes	Yes
Kerri Belfor	Elbow Room 1221	No	Yes	Yes
S. D. Stroebel	Circle B Agent	Yes	No	Yes
Jennifer Marchel	Elbow Room 1221	Yes	No	Yes
Thomas Eichner	Fermentorium	Yes	No	Yes
Katie Allen	Toast	Yes	No	Yes

TOWN OF CEDARBURG
MEETING OF THE BOARD OF SUPERVISORS
June 1, 2026

Present:
David Salvaggio, Chairman
Wayne Pipkorn, Supervisor Seat 1
Russ Lauer, Supervisor Seat 2
Larry Lechner, Supervisor Seat 3
Thomas Esser, Supervisor Seat 4 & Presiding Supervisor
Eric Ryer, Administrator
Sara Jacoby, Clerk/Assistant Administrator
Adam Monticelli, Director of Public Works
Brad Hoeft, Town Attorney
Ben Greenberg, Consulting Planner (via Zoom)

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

Presiding Supervisor Esser called the regular meeting to order at 7:00 pm. The meeting began with the Pledge of Allegiance. Supervisor Esser reminded the audience that he was appointed by the Town Board to preside over Town Board Meetings for the remainder of Chairman Salvaggio's term and that Chairman Salvaggio remains Chairperson.

2. ANNOUNCEMENTS

A reminder announcement was made for the Board of Review Meeting on Wednesday, June 3rd, from 3-5.

3. HEARING OF THE PEOPLE:

None.

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

a. Discussion and possible motion regarding new operator license applications for the 2026-2027 license period*

Supervisor Pipkorn made a motion to approve the operator licenses listed below.

Name	Establishment	New	Renewal	Constable Rec.
Ryan Lempke	Elbow Room 1221		X	Yes
Samuel Cole	Elbow Room 1221		X	Yes
Robert Jude	Elbow Room 1221		X	Yes
Seth Dehne	Elbow Room 1221		X	Yes
Jacob Dehne	Elbow Room 1221		X	Yes
Daniel Miziul	Circle B		X	Yes
Heather Gollwitzer	Circle B		X	Yes
Jamie Kretlow	Circle B		X	Yes
Mary Balogh	Circle B		X	Yes
Mary Heinz	Circle B		X	Yes
Abigail Tabor	Circle B	X		Yes
Mark Klotz	Circle B Agent		X	Yes
Lynn Hatleback	Hamilton		X	Yes
Bard Decker	Hamilton		X	Yes
Keri Klemann	Hamilton		X	Yes
Monica Jaekels	Hamilton		X	Yes
Larry Weidmann	Hamilton		X	Yes
Christine Clarizio	Hamilton		X	Yes
Jessica Fonder	Hamilton		X	Yes
Marion Corrigan	Hamilton		X	Yes
Mary Jo Econom	Hamilton		X	Yes
Patrick Selk	Hamilton		X	Yes
Paul Sobczak	Hamilton		X	Yes
Claire Tietz	Hamilton		X	Yes
Kristen O'Neal	Hamilton		X	Yes

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Levi Burgmeier	Toast		X	Yes
Aaron Houpt	Toast		X	Yes
Jeffery Pohl	Toast		X	Yes
David Bretsch	Toast		X	Yes
Stephanie Pohl	Toast		X	Yes
CaroJo Dachs	Toast		X	Yes
Peter Dietrich	Toast		X	Yes
Cassandra Tartaglia	Toast	X		Yes
Gordon Goggin	Toast Agent		X	Yes
Richard Lanser	Hub Agent		X	Yes
Erricka Baumle	Kwik Trip		X	Yes
Ethan Moore	Kwik Trip		X	Yes
Jayme Hoff	Kwik Trip		X	Yes
Walter Boyer	Kwik Trip		X	Yes
Judith Luebbe	Kwik Trip		X	Yes
Joshua Tyree	Kwik Trip		X	Yes
Christine Habich	Kwik Trip		X	Yes
Matthew Zagorski	Kwik Trip		X	Yes
David Wagner	Kwik Trip		X	Yes
Scott Zietlow	Kwik Trip		X	Yes
Jeremy Andregg	Kwik Trip		X	Yes
James Hintz	Hamilton		X	Yes
Michael Kranz	Hamilton		X	Yes
Rachel Burczyk	Kwik Trip		X	Yes
Suzanne Fischer	Kwik Trip		X	Yes
Matthew Pezewski	Kwik Trip	X		Yes
Patrick Wise	Elbow Room	X		Yes

Supervisor Lauer seconded, and the motion passed unanimously.

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 May 6, 2026 Town Board Meeting Minutes**
   b. **Accepting April 15, 2026 Plan Commission Meeting Minutes**
   c. **Accepting April 9, 2026 Ad Hoc Joint Bicycle & Pedestrian Committee Meeting Minutes**

   Supervisor Lauer made a motion to approve the consent agenda items as listed above. Supervisor Pipkorn seconded, and the motion passed unanimously.

6. **TREASURER'S REPORT**
   a. **Motion accepting the May 2026 Treasurer's Report***
   Chairman Salvaggio made a motion to approve the May 2026 Treasurer's Report. Supervisor Lechner 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 May 1, 2026 to May 31, 2026 (Check #'s 41494-41495, (41496 issued 4-29-2026) 41497-41561, V4847-V4882, and manual checks as shown)***
   Supervisor Lauer made a motion to accept all bills, purchase orders, payroll, and awards as presented. Chairman Salvaggio seconded, and the motion passed unanimously.

8. **REPORTS TO BE RECEIVED/FILED (Non-action items)**
   a. **Report regarding local nuisance/code enforcement issues (Constable Samuel Peters)***
   Constable Peters' report included background checks for operator's licenses, liquor licenses, tobacco licenses, peddler's permits and follow-up on a weed-related nuisance complaint.

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b. Report on recreation finances (Director of Parks & Recreation Paul Jungbauer)*
Director Jungbauer's report highlighted the opening of registrations for Soccer, Flag Football, and Fall Baseball. He noted the current positive balance of $36,863 in the Recreation Fund at the end of May 2026 and an expected increase in the facility rental revenue for June.

9. PUBLIC HEARINGS

a. Public hearing to take comment on Ordinance 2026-9, "An Ordinance to Rezone Land and Amend the Zoning Map for approximately 35 acres of land from A-2 Prime Agricultural to A-1 Agricultural for the property with Tax Key #03-030-07-001.00, in the Town of Cedarburg, Ozaukee County, Wisconsin" [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural, applicant, Carl Benson]*
Supervisor Lechner made a motion to enter into a public hearing at 7:08. Supervisor Lauer seconded, and the motion passed unanimously.

Thomas Johnson of 12101 Sherman Road had questions about the zoning differences between Countryside Residential zoning and the A-1 and A-2 zoning districts.

Supervisor Lechner made a motion to close the public hearing at 7:11. Supervisor Lauer seconded, and the motion passed unanimously.

10. OLD BUSINESS

a. None

11. NEW BUSINESS

a. Discussion and possible motion on Ordinance 2026-9, "An Ordinance to Rezone Land and Amend the Zoning Map for approximately 35 acres of land from A-2 Prime Agricultural to A-1 Agricultural for the property with Tax Key #03-030-07-001.00, in the Town of Cedarburg, Ozaukee County, Wisconsin" [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural, applicant, Carl Benson]*
Carl Benson has submitted applications for a two-lot minor land division and a corresponding rezoning request from A-2 Prime Agricultural to A-1 Agricultural for a 35-acre parcel. The request follows a prior concept plan review by the Plan Commission, during which multiple lot configurations were presented for discussion and feedback. Based on Plan Commission input, the applicant has revised the proposed land division layout to establish a more balanced lot configuration utilizing a generally north-south lot line orientation. The revised proposal would create an approximately 12-acre residential lot while retaining the balance of the property as a larger agricultural parcel, both with A-1 zoning.

After a discussion regarding the differences between countryside residential and agricultural zoning districts, Supervisor Lauer made a motion to approve Ordinance 2026-9, "An Ordinance to Rezone Land and Amend the Zoning Map for approximately 35 acres of land from A-2 Prime Agricultural to A-1 Agricultural for the property with Tax Key #03-030-07-001.00, in the Town of Cedarburg, Ozaukee County, Wisconsin," finding that the following standards have been met:

(a) Adequate facilities in accordance with all Town requirements and ordinances exist or will be provided within a reasonable time.
(b) The land proposed for rezoning is suitable for development, and development will not result in undue water and air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural resources.
(c) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them.

Supervisor Lechner seconded, and the motion passed 4-0-1 with Supervisor Pipkorn recusing himself.

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b. Discussion and possible motion on a proposed two lot Minor Land Division application by Carl Benson (applicant) for property with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]*

This item continues from item #11a. It was noted that an updated engineering letter was issued by Cedar Corp. indicating that all requested corrections to the CSM have been made.

Supervisor Lauer made a motion to approve the proposed minor land division by Carl Benson for the property with tax key # #03-030-07-001.00. Supervisor Lechner seconded, and the motion carried 4-0-1 with Supervisor Pipkorn recusing himself.

c. Discussion and possible motion on a proposed two (2) lot Minor Land Division application for land located at 9520 Sherman Road – parcel number 03-020-16-006.00 [Petitioner: Matthew Lee, zoned CR-B, 8.06 acres, Lot 2 of CSM No. 3821 located in the SE ¼ of Section 20]*

Consulting Planner Greenberg summarized the proposed two-lot land division, which is a Certified Survey Map to divide the existing ~8.06-acre parcel into two lots of approximately equal size. The property is zoned Countryside Residential B (CR-B) and is currently improved with a single-family residence, driveway access, and an accessory shed. The shed located on the property was not originally permitted. The location of this structure was also in a nonconforming location. Following the Plan Commission review, a building permit application for the shed was submitted, it has been relocated, and is awaiting final inspection per the Building Inspector. Proposed Parcel 1 would contain the existing residence and associated improvements. Proposed Parcel 2 would be a newly created vacant lot intended for future residential development. Both parcels meet the minimum lot size requirement of four acres for minor land divisions within the CR-B District.

Planner Greenberg explained the CR-B zoning and the requirements for memorialized open space and its reapportionment for the land division through recordable agreement with neighboring properties that were approved in form by the Town Attorney. Some technical issues remain with the CSM.

After discussion about the intent of open space zoning districts, Supervisor Lauer made a motion to approve the proposed minor land division by Matthew Lee for tax key #03-020-16-006.00 contingent on all items in the staff report be addressed as listed below:

1. **Conformance to Approved Plans.** The Certified Survey Map and all associated materials shall be consistent with the plans and information submitted with this application, as modified by these conditions. Any substantive changes shall require review and approval by the Town.
2. **Legal Access / Wetland Permitting.** The proposed driveway crossing is subject to WDNR General Permit WDNR-GP1-2023 (GP-SE-2026-46-00875). All work within or adjacent to delineated wetlands shall be conducted in full compliance with the above noted permit, including all applicable conditions related to erosion control, culvert installation, maintenance of wetland hydrology, and site stabilization. A copy of the permit authorization shall be maintained on-site during construction and made available to the Town upon request. Failure to comply with the terms of the WDNR permit may result in revocation of local approvals. Any deviation from the approved wetland permit plans shall require submission of revised plans and confirmation of continued compliance with all applicable state and federal permitting requirements. Issuance of such permits shall not relieve the applicant from demonstrating full compliance with all applicable provisions of the Town of Cedarburg Zoning Code.
3. **Driveway Location and Configuration.** The final location and configuration of the proposed connection to Sherman Road from Parcel 2 is subject to review and approval by the Town, including open space designation standards.
4. **Off-Site Open Space / Legal Instruments.** Prior to recording of the Certified Survey Map, the applicant shall finalize and execute the proposed Open Space Dedication Agreement and any associated documents necessary to memorialize and maintain compliance with the Countryside Residential B District open space requirements for both the subject property and the adjoining affected property. The final form of the Open Space Dedication Agreement and the final configuration of designated open space areas shall be subject to review and approval by the Town Attorney and Town Board, and shall be recorded with the Ozaukee County Register of Deeds.
5. **Wastewater Treatment / Soil Evaluation**
   Approval of the Certified Survey Map does not eliminate the requirement for the applicant to obtain all

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necessary sanitary permits and approvals from Ozaukee County prior to issuance of any zoning or building permits.

6. **Existing Shed Compliance**. The applicant shall address the compliance status and location of the existing accessory shed relative to proposed lot lines and designated open space areas. The Town may require relocation, removal, or other corrective action to ensure consistency with zoning requirements and the approved Certified Survey Map.
7. **Certificate Corrections**. All Owner's Certificates, Surveyor's Certificates, and any other approval or certification blocks on the Certified Survey Map be revised to correctly reference the Town of Cedarburg, rather than the City of Cedarburg, and be consistent with all applicable Town approval authorities and formats. All such revisions shall be subject to review and approval by the Town prior to execution and recording of the Certified Survey Map.
8. **Engineering Review.** The Certified Survey Map shall be subject to review and approval by the Town Engineer. All remaining engineering comments, noted above, shall be addressed to the satisfaction of the Town prior to final approval.

Chairman Salvaggio seconded, and the motion carried 3-1-1 with Supervisor Esser dissenting and Supervisor Pipkorn recusing himself.

d. **Discussion and possible motion on a conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant, bar, and banquet hall located at 1221 Wauwatosa Road dba Elbow 1221. The application includes new signage, outdoor events, parking, beer garden and live music, among other improvements [Owner: RE 1221 SC LLC, NE1/4 SEC 21, 3.09 acres, zoned B-2 Planned Business District & C-1 Conservancy District]***

Planner Greenberg summarized the application, which seeks approval for a Conditional Use Permit to authorize the proposed outdoor viewing events, site plan improvements, and associated operational activities. He also summarized operational changes, parking information, off-site shared parking, signage requests, and related site management details.

The submitted proposal generally includes:
- Authorization for up to 20 structured events per calendar year (each event limited to 72 consecutive hours)
- Outdoor viewing events for major sporting events utilizing a temporary outdoor video screen
- Weekend live music and related outdoor gathering activities
- Temporary event areas, barriers, food truck areas, and portable restroom facilities
- Off-site shared parking at 5 Corners dealership for overflow parking related to events
- Installation of two LED identification signs on the Sand Bar structure
- Future lighting upgrades for parking and outdoor activity areas

Planner Greenberg noted off-site shared parking plans/agreement have been received by the Town Attorney for review. Attorney Hoeft confirmed an alternative approach to a specified number of events would be allowing no cap on the number of events, and bring the applicant back for a CUP review in fall before the Board.

Supervisor Lechner supported this idea, and noted that temporary signage is not allowed. He supported having the applicant come back at the November Board meeting for a CUP review.

Attorney Hoeft noted the importance of having the off-site shared parking agreements on file. He suggested any such agreements go to him for review as specified in Town Code.

Supervisor Esser questioned how very large crowds would be controlled. He also did not support third party foods trucks coming onsite. The applicant noted the food truck is their own food truck related to the restaurant.

The Board reviewed the access/parking comment from the Cedarburg Fire Department. Supervisor Lechner asked what would happen if parking reaches its maximum. Jake Dehne noted the number of parking spaces is related the Town Code requirements. Attorney Hoeft noted the site plan outlines alcohol premises and

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temporary barriers etc., which may limit how many people are onsite before a safety issue arises per Cedarburg Fire Code.

After a discussion about event management and any subsequent off-site shared parking agreements, Supervisor Lechner made a motion to approve the conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant, bar, and banquet hall located at 1221 Wauwatosa Road dba Elbow Room 1221, new signage, outdoor events, parking, beer garden and live music, site plan improvements, among other improvements and proposed business operations contingent upon review of the conditional use permit and off-site shared parking use agreement by the Town Attorney, no temporary signage, no third party food trucks, with a review of the conditional use permit before the Town Board at their November meeting. Seconded by Supervisor Pipkorn. Supervisor Lechner amended to the motion to allow the Town Attorney to review and approve of any functionally equivalent parking agreements for additional off-site shared parking use agreements until the November Town Board meeting permit review. Supervisor Lauer seconded the amended motion, and the motion carried unanimously.

e. Discussion and possible motion regarding an addition to an existing nonconforming structure at 2337 Meadowridge Ct. [Petitioner: Adam & Presley Willms, SW ¼ of NW ¼ Sec. 6, 5 acres, zoned A-1 Agricultural District]*

The property is considered existing nonconforming in respect to the structure, which is less than the required 75 feet from CTH NN. The plans call for adding living space to the side and back of the home, adding second floor living space including a loft office and hallway. Town Code Section 320-63 requires approval by the Town Board for all additions/enlargements to existing nonconforming structures.

The application for a building permit was presented along with a site overview and floor plans.

Supervisor Pipkorn made a motion to approve the addition to the existing nonconforming building at 2337 Meadowridge Court. Supervisor Lauer seconded, and the motion carried unanimously.

f. Discussion and possible motion approving annual liquor license applications for the 2026-27 license period*

Supervisor Lechner made a motion to approve the annual liquor license applications for the 2026-27 license period as listed below:

COMBINATION CLASS "A" BEER AND CLASS "A" INTOXICATING LIQUOR:

a. **Kwik Trip 1010, Kwik Trip, Inc.** 1299 Washington Avenue, Agent – Jeremy Andregg

COMBINATION CLASS "B" BEER AND CLASS "B" INTOXICATING LIQUOR:

a. **Circle "B" Recreation, Inc.,** 6261 Highway 60, Agent –Mark A. Klotz

b. **Hatleback, LLC (The Hamilton at Cedar Creek)**, 228 Hamilton Road, Agent – Lynn Hatleback

c. **Select Display Inc. (The Hub)**, 1814 Washington Avenue, Agent – Richard G. Lanser

d. **TAPD OUT, Inc. (Toast),** 1302 Washington Avenue, Agent – Gordon M. Goggin

e. **RE 1221 SC, LLC (Elbow Room Twelve 21)** 1221 Wauwatosa Road, Agent – Seth Dehne

Supervisor Lauer seconded and the motion carried unanimously.

g. Discussion and possible motion approving annual cigarette license applications*

Supervisor Lauer made a motion to approve the annual cigarette license applications as listed below:

i. **Kwik Trip, Inc., Store 1010,** 1299 Washington Avenue

ii. **Casey's General Store, Inc.**, **Store 3791**, 506 Wauwatosa Road

Supervisor Lechner seconded, and the motion carried unanimously.

h. Discussion and possible motion to approve a contractor for the Town of Cedarburg Road Sealant Project*

Supervisor Lechner made a motion to approve a contract for the road sealant project to Fahner Asphalt Sealers not to exceed $182,915. Supervisor Pipkorn seconded, and the motion carried unanimously.

i. Discussion and possible motion to approve an engineering firm scope of services/proposal to complete a feasibility and rate study to establish and implement a Stormwater Utility (SWU), and amend the 2026 budget to reflect the costs associated with the project*

The Town has made several stormwater improvements in past years; however, significant flooding events in 2025 and more frequent and intense storm events have highlighted the need to implement additional improvements. The Town also adopted an updated Stormwater Management Plan and obtained a new MS4 Permit through the Wisconsin DNR in 2023. The establishment and implementation of a Stormwater Utility would provide an additional stable and sustainable revenue stream for funding stormwater infrastructure improvements, facilities, equipment, maintenance and operational costs as allowed by statute and rules. The Town of Cedarburg requested qualifications/quotes ("RFQ") from qualified engineering firms for the completion of a feasibility and rate study culminating in the establishment and implementation of a Stormwater Utility consistent with Wisconsin statutes and rules. The additional funding would supplement annual funding from the General Fund, as the continued maintenance and operational costs of the stormwater infrastructure, ditches, roadside mowing operations, drainage easements, culverts, right-of-way tree trimming and removal, drainage tiles, and shoulders, among other related items, equipment and facilities, have become an expense that is rising at a rate that is outpacing General Fund revenue increases due to Wisconsin Levy Limit laws that ties to net new construction.

DPW Director Monticelli discussed the background information for this item and summarized the proposals for a feasibility and rate study to establish and implement a Stormwater Utility (SWU).

Supervisor Lauer made a motion the Board authorize staff and the Town Attorney to proceed with raSmith to obtain a contract for services to complete the stormwater utility project per the raSmith RFQ submittal, plus funding for legal costs for the Town Attorney and Town financial consultant Ehlers or other consultants required to complete all aspects of the project. Funding would come from $37,355 from the Public Works general fund account as identified in the 2026 budget, with the balance of funds required for the project being reassigned from the "Public Works Facility" Special Revenue fund to cover total project costs. This motion would so amend the 2026 budget to reflect the costs of this project with these funding sources. Chairman Salvaggio seconded, and the motion carried unanimously.

12. ADJOURNMENT

Supervisor Lechner made a motion to adjourn the meeting at 8:18 pm. Chairman Salvaggio seconded, the motion carried unanimously and the meeting adjourned.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

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TOWN OF CEDARBURG
SPECIAL MEETING OF THE BOARD OF SUPERVISORS
June 17, 2026

Present:
David Salvaggio, Chairman
Russ Lauer, Supervisor Seat 2 (via Zoom)
Larry Lechner, Supervisor Seat 3
Thomas Esser, Presiding Supervisor Seat 4
Eric Ryer, Administrator
Sara Jacoby, Clerk/Assistant Administrator
Amanda Schaefer, Consulting Planner - Stantec
Brad Hoeft, Town Attorney

Excused:
Wayne Pipkorn, Supervisor Seat 1

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

Presiding Supervisor Esser called the special meeting to order at 8:07 pm. The meeting began with the pledge of allegiance.

2. PUBLIC HEARING

Public hearing to take comment on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"

Commissioner Lechner made a motion to open the public hearing at 8:09 pm. Chairman Salvaggio seconded, and the motion carried unanimously.

Hearing no interested speakers, Commissioner Lechner made a motion to close the public hearing at 8:10 pm. Chairman Salvaggio seconded, and the motion carried unanimously.

3. NEW BUSINESS

Discussion and possible motion on Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin"*

Administrator Ryer summarized that Wisconsin 2025 Act 68 was enacted December 2025, and requires all local governments to amend land division/subdivision ordinances by July 1, 2026. The law makes changes to existing statutory language and introduces new requirements for the approval of subdivision plats. The draft ordinance has been reviewed by Town legal counsel.

Supervisor Lechner made a motion to adopt Ordinance 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin," including minor grammatical corrections. Chairman Salvaggio seconded, and the motion carried unanimously.

4. ADJOURNMENT

Chairman Salvaggio made a motion to adjourn the special meeting at 8:11pm. Supervisor Lechner seconded, and the motion carried unanimously. The meeting was adjourned.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

DRAFT

TOWN OF CEDARBURG
PLAN COMMISSION MEETING MINUTES
May 20, 2026

Present: David Salvaggio, Presiding Commissioner Don Borgwardt, Larry Lechner, Kerry Carmichael, Tom Gaertig, Anne Lewandowski
Excused: Steve Wolf
Also Present: Eric Ryer, Administrator, Sara Jacoby, Assistant Administrator/Clerk, Ben Greenberg, Consulting Planner

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
   Presiding Commissioner Borgwardt 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 April 15, 2026 Plan Commission Meeting Minutes***
      Commissioner Gaertig made a motion to approve the meeting minutes from April 15, 2026. Commissioner Carmichael seconded the motion, and it passed unanimously.

3. **PUBLIC HEARING**
   a. **Public hearing to take comment on a conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant located at 1221 Wauwatosa Road dba Elbow 1221. The application includes new signage, parking, beer garden and live music, among other improvements [Owner: RE 1221 SC LLC, NE 1/4 SEC 21, 3.09 acres, zoned B-2 Planned Business District & C-1 Conservancy District]**
      Commissioner Lechner made a motion to open the public hearing at 7:01pm. Commissioner Gaertig seconded the motion, and it passed unanimously.

      John Haeberlin of owner of 1170 Wauwatosa Road and other properties in the area, spoke in favor of the Conditional Uses proposed.

      With no other persons interested in speaking, Commissioner Lechner made a motion close the public hearing at 7:03pm. Chairman Salvaggio seconded the motion, and it passed unanimously.

4. **OLD BUSINESS**
   a. **None**

5. **NEW BUSINESS**
   a. **Discussion and possible recommendation on a conditional use permit application by Jake Dehne for additional uses as a place of entertainment in relation to the existing restaurant located at 1221 Wauwatosa Road dba Elbow 1221. The application includes new signage, parking, beer garden and live music, among other improvements [Owner: RE 1221 SC LLC, NE1/4 SEC 21, 3.09 acres, zoned B-2 Planned Business District & C-1 Conservancy District]***
      Planner Greenberg summarized the application. Discussion between the planner, applicants and commissioners focused mainly on number of events, noise, signage, overflow/shared offsite parking and related temporary wayfinding signage at 5 Corners Isuzu & Auto, and an updated site plan. It was discussed that any temporary wayfinding signage would be taken down within 24 hours of the event.

      Chairman Salvaggio made a motion the Plan Commission recommend approval to the Town Board with the fourteen conditions suggested by Staff in the written report, the applicants adding a dumpster enclosure within 60 days of permit issuance, address offsite temporary event signage, and provide an updated site plan for the June 1 Board meeting, while finding the following conditions to be present:

      (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.

(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.

(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.

Commissioner Gaertig seconded the motion, and it passed unanimously.

b. Discussion and possible recommendation on a proposed rezoning of a 35 acre parcel from A-2 Prime Agricultural to A-1 Agricultural by Carl Benson (applicant) for property with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]*

Planner Greenberg summarized the rezoning application. He noted the minor land division being considered in item #5b would reduce the lot sizes to under 35 acres each, which is the minimum in the A-2 Prime Agricultural district. The applicant has chosen to apply for A-1 Agricultural zoning for both lots; A-1 has a 5 acre minimum lot size. The Commission discussed the 395' lot width, lot shape, comments from Ozaukee County Land & Water, wetlands, and the applicant's soil tests.

Commissioner Gaertig made a motion the Plan Commission recommend approval of the rezoning from A-2 to A-1. Commissioner Lechner seconded the motion. Following additional discussion, Commissioner Gaertig amended his motion to recommend approval of the rezoning of the property from A-2 to A-1 finding all of the following conditions in §320-30 to be present:

(a) Adequate facilities in accordance with all Town requirements and ordinances exist or will be provided within a reasonable time.

(b) The land proposed for rezoning is suitable for development, and development will not result in undue water and air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural resources.

(c) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them.

Commissioner Lechner seconded the amended motion, and it passed 5-0-1 with Commissioner Carmichael abstaining from deliberation.

c. Discussion and possible recommendation on a proposed two lot Minor Land Division application by Carl Benson (applicant) for property with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]*

This item continues from item #5b.

Commissioner Gaertig made a motion that a wetland delineation be conducted prior to formal recommendation. Commissioner Lewandowski seconded the motion. Planner Greenberg questioned if the intention is to have the entire 35 acres delineated, or only the 12.52 acre lot on which Mr. Benson plans to build a new home (Lot #1). The Commission discussed whether or not to require wetland delineations for both parcels, understanding it is the responsibility of the owners to obtain proper permitting for structures and driveways in relation to wetlands etc.

Commissioner Gaertig amended his motion to require a wetland delineation only for Lot #1 (12.52 acres). Chairman Salvaggio seconded the motion. Following additional discussion regarding the wetland delineation, Commissioner Gaertig withdrew his motion.

Commissioner Lechner made a motion the Plan Commission recommend approval of the minor land division for Carl Benson with tax key #03-030-07-001.00 [Owner: James Pipkorn, NW ¼ Sec. 30, 35 acres, zoned A-2 Prime Agricultural]. Chairman Salvaggio seconded the motion. Commissioner Lewandowski expressed her belief that wetland delineation should be required. The motion passed 4-1-1, with Commissioner Lewandowski dissenting and Commissioner Carmichael abstaining from deliberation.

d. Verbal update on an ordinance to amend Chapter 184 Land Division of the Town Code regarding 2025 Wisconsin Act 68 relating to subdivision plat approvals*

Administrator Ryer summarized a state law relating to subdivision plat approvals, noting a draft ordinance has been passed along to the Town Attorney for review, with the intent to get the draft before the Plan Commission at the June meeting.

6. ADJOURNMENT

Commissioner Lechner made a motion to adjourn at 8:13 pm. The motion was seconded by Commissioner Carmichael and passed unanimously.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

TOWN OF CEDARBURG
SPECIAL PARK & RECREATION COMMITTEE MINUTES
TOWN HALL
March 25, 2026

Present: Tom Esser, Carol Boettcher, Keith Martin & Matt Geszvain
Present via Phone:
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 5:00 p.m. The meeting began with the Pledge of Allegiance.

2. MINUTES OF PREVIOUS MEETINGS:

a. February 25, 2026 Special Park & Recreation Committee Minutes

Carol Boettcher moved to approve the minutes from February 25, 2026. The motion was seconded by Keith Martin and passed unanimously.

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 an update on spring program registrations of Little League and Track & Field and a fundraising update.

b. Discussion and possible recommendation on the draft Ordinance, "An Ordinance to Amend Chapter 232 Parks & Recreation, Relating to the use of grills within the Korb Sports Complex, Orthopaedic Hospital of Wisconsin Fields and other Park & Recreation Facilities, of the Town of Cedarburg Code of Ordinances"

Director Jungbauer presented a draft of the Ordinance along with photos of the proposed designated grilling areas and a draft of the Grilling Permit Application. The Committee discussed the materials. Keith Martin made a motion to recommend to the Town Board to adopt the draft ordinance, "An Ordinance to Amend Chapter 232 Parks & Recreation, Relating to the use of grills within the Korb Sports Complex, Orthopaedic Hospital of Wisconsin Fields and other Park & Recreation Facilities, of the Town of Cedarburg Code of Ordinances," as presented in the packet, to include the use of the Grilling Permit as presented. The motion was seconded by Carol Boettcher. The recommendation passed 3-1. The opposed vote of Matt Geszvain was not against the use of grills in Town recreation facilities, Matt was opposed to having another permit for users to fill out and pay for.

4. NEW BUSINESS

a. Discussion on future meetings

The Committee decided that it would next meet on April 29th at 5:00pm if needed.

5. ADJOURNMENT

Caroll Boettcher moved to adjourn. The motion was seconded by Matt Geszvain and passed unanimously. The meeting adjourned at 5:42pm.

Respectfully submitted,

Paul Jungbauer
Director of Parks & Recreation

CITY AND TOWN OF CEDARBURG
Joint Bicycle & Pedestrian Facilities Ad Hoc Committee
May 7, 2026
Minutes

1. **CALL TO ORDER**

A meeting of the Joint Bicycle & Pedestrian Facilities Ad Hoc Committee of the City and Town of Cedarburg, Wisconsin, was held on Thursday, May 7, 2026, at Town Hall, 1293 Washington Avenue, Ralph J. Huiras Town Board Room.

Chairperson Todd Bugnacki called the meeting to order at 8:00 a.m.

2. **ROLL CALL**

Present - City of Cedarburg - City Administrator Mikko Hilvo, Chairperson Todd Bugnacki, Parks, Recreation and Forestry Director Danny Friess, and Non-voting members Mike McMenimen and Kit Keller.

Present - Town of Cedarburg – Director of Public Works, Adam Monticelli, Director of Parks & Recreation Paul Jungbauer, Vice-Chairperson Sam Jack, and Non-voting member Brian Murphy.

Also present – Town Assistant Administrator/Clerk Sara Jacoby.

3. **STATEMENT OF PUBLIC NOTICE**

Town Assistant Administrator/Clerk Sara Jacoby verified that notice of this meeting was posted in accordance with the Wisconsin Open Meetings Law.

4. **APPROVAL OF MINUTES**

A. Approval of April 9, 2026 minutes.

A motion to approve the minutes of April 9, 2026, was made by Paul Jungbauer. Sam Jack seconded and the motion carried unanimously.

5. **NEW BUSINESS**

A. Discussion about micromobility vehicles.

B. Discussion about bicycle and pedestrian signage.

C. Discussion about educating the public regarding bicycle and pedestrian safety.

City Administrator Hilvo led a wholistic discussion of items A-C including traffic and transportation elements, inclusion in the City's smart-growth plan, classes of e-bikes, non-peddle classifications, helmet usage, permitted locations, passing etiquette, enforcement concerns, user education, and identified partnerships for safety and education.

D. Identify future agenda items and confirm next meeting date (June 4, 2026 at Cedarburg City Hall at 8:00 a.m.).

The Committee plans to continue researching and editing the draft plan presented by Mikko Hilvo.

6. **COMMENTS AND SUGGESTIONS FROM CITIZENS**

None

7. **ADJOURNMENT**

A motion to adjourn was made by was made by Paul Jungbauer at 9:03. Sam Jack seconded and the motion carried unanimously.

Sara Jacoby
Town Assistant Administrator/Clerk

Town of Cedarburg
Treasurer's Report
6/27/2026

	General Funds	
Beginning Balance as of 5/29/26	$ 5,855,937.86	
Receipted Revenues:	91,251.66	See below
Earned Interest - Money Market	8,748.12	
Earned Interest - Checking	102.15	
Earned Interest - PWSB CD	5,235.90	
Additions/Subtractions:		
Transfer from Road Bonds	(1,500.00)	
Transfer from Environmental Account	3,733.53	
Transfer to Impact Fee Account	(3,790.00)	
Less : Monthly Disbursements	(203,065.15)	
Ending Balance as of 6/27/26	$ 5,756,654.07	

Revenue Sources:	
Additions/Subtractions:	
Building Permit Fees	6,825.94
Plumbing, Electric & HVAC Permit Fees	3,955.80
Conditional Use	-
Recycling Fees - Special Pick Up	-
State Fire Payment	58,317.89
Crop/Managed Forest Land Tax	49.30
Misc State Grants	5,094.02
Yard Waste Cards	930.00
Brusch Chipping	870.00
Rezoning/Petition/Plat/Quarry	450.00
Bartender/Cigarette/Liquor Licenses	679.00
Culvert/Driveway Permit	345.00
Sign Permits	299.00
Miscellaneous	398.18
Cable Franchise Fee	-
Insurance Reimbursement	-
Special Assessment Letters	225.00
Telecommunications Tower	489.36
Fall Baseball Fees	-
Soccer Fees	-
Track & Field Fees	-
Little League Sponsorship	2,113.00
Little League Fees	10,210.17
Total Receipts for June	$ 91,251.66

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of June 27,2026

	Machinery Account	Public Works Facility Acct.	Planning, Zoning, Municipal Code and Enforcement	Environmental Account	Total
Beg Bal May 29, 2026	$ 1,018,661.85	$ 177,639.78	$ 456,866.87	$ 152,578.44	$ 1,805,746.94
Receipts:					
Interest	2,764.46	482.08	1,239.85	403.97	$ 4,890.36
					$ -
Ramboll				(3,733.53)	$ (3,733.53)
					$ -
					$ -
					$ -
End Bal June 27, 2026	$ 1,021,426.31	$ 178,121.87	$ 458,106.72	$ 149,248.87	$ 1,806,903.77

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of June 27, 2026

Account 200-00-11230	Utility Bonds	Road Bonds	Holding Tank Bonds	Impact Fees
Beginning Balance May 29, 2026	$ 22,163.32	$ 59,100.00	$ 192,800.00	$ 272,446.06
Receipts:				
Deposit		1,500.00		3,790.00
Interest	745.54			737.84
Transfer	(745.54)	(3,000.00)		
Ending Balance June 27, 2026	$ 22,163.32	$ 57,600.00	$ 192,800.00	$ 276,973.90

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of June 27, 2026

	Escrow Accounts	Petty Cash
Beginning Balance May 29, 2026	$ 56,189.05	$ 350.00
Receipts		
Earned Interest	105.60	
Fund Transfers		
Ending Balance June 27, 2026	$ 56,294.65	$ 350.00

Escrows Held	Amount
Prairie West	$ 5,849.51
Greystones	$ 50,455.46
Total	$ 56,304.97

Town of Cedarburg
Monthly Summary of Cash & Invested Account Balances
As of June 27, 2026

General Funds	$ 5,756,654.07
Machinery Account	1,021,426.31
Public Works Facility Account	178,121.87
Paving Escrow Accounts	56,294.65
Utility Permit Escrows	22,163.32
Road Bond Account	57,600.00
Holding Tank Account	192,800.00
Impact Fee Account	276,973.90
Environmental Account	149,248.87
Planning, Zoning, Municipal Code and Enforcement	458,106.72
Petty Cash	350.00
Total Balance	$ 8,169,739.71
Less Cash & Invested Account Balances From Prior Month	8,264,733.23
Increase/(Decrease) in Invested Account Balances for the Month	$ (94,993.52)

Katie LeBlanc
Treasurer

Town of Cedarburg
Impact Fees
As of June 27, 2026

Public Services	5/29/2026 Beginning Balance	Additions	Subtractions	6/27/2026 Current Balance
Parks & Recreation	$5,498.50	$ 1,500.53	$ -	$ 6,999.03
Municipal	$13,911.53	$ -	$ -	$ 13,911.53
Town Hall	$67,913.10	$ 384.41	$ -	$ 68,297.51
Public Works Garage	$61,854.65	$ 350.00	$ -	$ 62,204.65
Recycling Center	$56,094.20	$ 323.29	$ -	$ 56,417.48
Highways & Traffic Control	$64,019.99	$ 1,108.87	$ -	$ 65,128.86
Fire Department	$3,154.09	$ 860.74	$ -	$ 4,014.83
Total of all Balances	$260,792.23	$ 4,527.84	$ -	$ 276,973.90

Receipts - Fees & Interest **$4,527.84** $ -

	Allocated %	Allocated Fee
Parks & Recreation	33.14%	$ 1,500.53
Municipal Buildings:		
Town Hall	8.49%	$ 384.41
Public Works Garage	7.73%	$ 350.00
Recycling Center	7.14%	$ 323.29
Fire Department	24.49%	$ 1,108.87
Highways & Traffic Control	19.01%	$ 860.74

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	7
2007	6	2024	6
2008	9	2025	12
2009	4	2026	2
		Number of Impact Fees Paid	543

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 6/01/2026 From Account:
Thru: 6/30/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	6/05/2026	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,407.75
EFT	6/05/2026	WDOR- 930208	1,162.56
EFT	6/05/2026	Great-West Retirement	210.00
EFT	6/16/2026	UHS Premium Billing	15,021.43
EFT	6/16/2026	Charter Communications (Spectrum)	74.72
EFT	6/16/2026	WM Corporate Services, Inc.	38,293.27
EFT	6/16/2026	Elan Financial Services	1,186.92
EFT	6/23/2026	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,796.72
EFT	6/23/2026	WDOR- 930208	1,161.85
EFT	6/23/2026	Great-West Retirement	210.00
41561	5/29/2026	SAWYER, JOSHUA	-227.02
41562	6/03/2026	Amazon Capital Services	97.58
41563	6/03/2026	American Metal and Paper	46.07
41564	6/03/2026	ARNOLD'S ENVIRONMENTAL SERVICES	450.00
41565	6/03/2026	BAKER TILLY US, LLP	1,575.00
41566	6/03/2026	BEYERS TRUE VALUE HARDWARE	187.06
41567	6/03/2026	BURGHARDT SPORTING GOODS	676.75
41568	6/03/2026	Carlin Sales Corp.	4,567.08
41569	6/03/2026	Cleaning Authority	280.00
41570	6/03/2026	Conley Media, LLC-Classified	158.06
41571	6/03/2026	Culligan of West Bend	71.75
41572	6/03/2026	EMPLOYEE BENEFITS CORP	1,037.20
41573	6/03/2026	Home Depot Credit Services	164.40
41574	6/03/2026	LANNON STONE PRODUCTS	454.77
41575	6/03/2026	Letters & Signs	18.00
41576	6/03/2026	LIBERTY TIRE RECYCLING LLC	345.68
41577	6/03/2026	LIESENER SOILS INC	111.00
41578	6/03/2026	MILWAUKEE BREWERS BASEBALL CLUB	3,752.00
41579	6/03/2026	OZAUKEE COUNTY CLERK	2,473.58
41580	6/03/2026	OZAUKEE COUNTY HIGHWAY DEPT	832.35
41581	6/03/2026	QUILL CORPORATION	76.83
41582	6/03/2026	RA Smith National	8,512.50
41583	6/03/2026	Ramboll Americas Engineering Solutions Inc.	11,699.55

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 6/01/2026 From Account:
Thru: 6/30/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
41584	6/03/2026	RICOH USA, INC.	204.69
41585	6/03/2026	SAFEbuilt, LLC Lockbox #88135	6,255.56
41586	6/03/2026	Turfix	2,200.00
41587	6/03/2026	Wisconsin DNR	500.00
41588	6/12/2026	Oberg, Heath	790.15
41589	6/16/2026	5 Corners Dodge	190.24
41590	6/16/2026	5 Corners Isuzu Truck & Auto	4,882.88
41591	6/16/2026	Amazon Capital Services	189.56
41592	6/16/2026	Badger CDL, LLC	4,100.00
41593	6/16/2026	BUELOW VETTER BUIKEMA OLSON & VLIET, LLC	360.00
41594	6/16/2026	Catalis LLC	1,850.00
41595	6/16/2026	Cedar Corporation	2,364.55
41596	6/16/2026	CITY OF CEDARBURG	1,066.67
41597	6/16/2026	Cleaning Authority	280.00
41598	6/16/2026	CNA Surety	637.50
41599	6/16/2026	Conley Media, LLC-Classified	38.13
41600	6/16/2026	DIGGERS HOTLINE INC	68.40
41601	6/16/2026	EMPLOYEE BENEFITS CORP	145.00
41602	6/16/2026	LANGE ENTERPRISES INC	196.19
41603	6/16/2026	LANNON STONE PRODUCTS	632.65
41604	6/16/2026	McGuire, Maureen	100.00
41605	6/16/2026	Milwaukee Lawn Sprinkler Corp.	697.81
41606	6/16/2026	NAPA Auto Parts	324.36
41607	6/16/2026	Ontech Systems Inc.	336.25
41608	6/16/2026	P & R Cleaning LLC	237.38
41609	6/16/2026	Planning & Zoning LLC	455.00
41610	6/16/2026	QUILL CORPORATION	160.88
41611	6/16/2026	Ramboll Americas Engineering Solutions Inc.	3,733.53
41612	6/16/2026	Rote Oil	2,402.50
41613	6/16/2026	Securian Financial Group, Inc.	382.32
41614	6/16/2026	STANTEC CONSULTING SERVICES INC	1,182.00
41615	6/16/2026	UniFirst Corporation	97.34
41616	6/16/2026	WESTERN CULVERT	791.94

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 6/01/2026 From Account:
Thru: 6/30/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
41617	6/16/2026	WI Department of Transportation-7366	2,702.08
41618	6/16/2026	WISCONSIN PUMP & SUMP	340.00
41619	6/26/2026	BAUMGARTNER, NATHAN	73.88
41620	6/26/2026	DEROSA, OWEN	27.70
41621	6/26/2026	Hager, Brycen	147.76
41622	6/26/2026	Hajdu, Paul	184.70
41623	6/26/2026	HAUSER, EMMITT	27.70
41624	6/26/2026	HAYRY, HUDSON	156.99
41625	6/26/2026	Heitzkey, Luke	143.14
41626	6/26/2026	HOPF, AVERY	110.82
41627	6/26/2026	Kaminsky, Jace	514.87
41628	6/26/2026	KEEGAN, GRADY	50.79
41629	6/26/2026	MURPHY, CLARE	27.70
41630	6/26/2026	PIONEK, HUDSON	138.52
41631	6/26/2026	RAINKA, ROCKWELL	87.73
41632	6/26/2026	SAWYER, JOSHUA	166.23
41633	6/26/2026	Taffora, Brock	391.68
41634	6/23/2026	SAWYER, JOSHUA	227.02
41636	6/23/2026	WISCONSIN EMPLOYEE TRUST FUND (ETF)	11,862.80
41636	6/23/2026	Lo,Lai	508.35
V4883	6/12/2026	Bartley, Andrew	2,149.25
V4884	6/12/2026	Butschlick, Jamie	1,603.16
V4885	6/12/2026	Huebner, Andrew	1,376.61
V4886	6/12/2026	Jacoby, Sara	1,972.77
V4887	6/12/2026	Jungbauer, Paul	2,012.41
V4888	6/12/2026	Lindberg, Glenn	933.90
V4889	6/12/2026	Mett, Julie	752.37
V4890	6/12/2026	Monticelli, Adam	3,066.39
V4891	6/12/2026	Oberg, Heath	1,382.14
V4891	6/12/2026	Oberg, Heath M	-1,382.14
V4892	6/12/2026	Pautz, Peter	1,336.71
V4893	6/12/2026	Peters, Samuel	218.84
V4894	6/12/2026	Ryer, Eric	3,758.36

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 6/01/2026 From Account:
Thru: 6/30/2026 Thru Account:

Check Nbr	Check Date	Payee		Amount
V4896	6/26/2026	Bartley, Andrew		2,149.13
V4897	6/26/2026	Boerner, Jeffrey		607.64
V4898	6/26/2026	Butschlick, Jamie		1,603.16
V4899	6/26/2026	Huebner, Andrew		1,376.61
V4900	6/26/2026	Jacoby, Sara		1,972.77
V4901	6/26/2026	Jungbauer, Paul		2,010.71
V4902	6/26/2026	Konkol, Richard		80.74
V4903	6/26/2026	Krause, Nathan		423.36
V4904	6/26/2026	Lindberg, Glenn		1,082.93
V4905	6/26/2026	Mett, Julie		524.76
V4906	6/26/2026	Monticelli, Adam		3,066.39
V4907	6/26/2026	Pautz, Peter		1,336.33
V4907	6/26/2026	Pautz, Peter J		-1,336.33
V4908	6/26/2026	Peters, Samuel		218.84
V4909	6/26/2026	Ryer, Eric		3,756.51
V4910	6/26/2026	Vollmar, John		45.16
V4911	6/26/2026	Pautz, Peter		1,336.32
			Grand Total	203,065.15

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 6/01/2026 From Account:
Thru: 6/30/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	159,805.48
Total Expenditure from Fund # 200 - SPECIAL REVENUE FUND	15,433.08
Total Expenditure from Fund # 300 - CAPITAL PROJECT FUND	12,046.93
Total Expenditure from Fund # 500 - RECREATION	15,779.66
Total Expenditure from all Funds	203,065.15

Meeting Date: 7/6/26
Agenda Item: # 11a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Amanda Schaefer, Planner, Eric Ryer, Administrator,
Troy Hartjes, Engineer

MEMO WRITTEN: June 25, 2026

SUBJECT: **Agenda Item # 11a:** Discussion and possible motion on a preliminary plat for Brandt Highlands for a six lot subdivision on approximately 24 acres by ELB Joint Venture (Don Levy) for the property with tax key #030050300200 **[Owner: EBL, NE ¼ Sec. 5, 24.67 acres, zoned E-1 Estate & C-1 Conservancy]***

BACKGROUND INFORMATION	
Project Name	Brandt Highlands Preliminary Plat
Applicant Name	EBL Joint Venture (Don Levy)
Consulting Planner and/or Engineer	Accurate Surveying & Engineering LLP
Size of Parcel	24.67 acres
Existing Zoning	E-1 & C-1
Requested Zoning	E-1 & C-1 – No Change
Abbreviated Legal	NE ¼ of Sec. 5
Future Land Use Map Designation	Rural Neighborhood – Countryside Allows: C-1, P-1, A-1, A-2, E-1, CR-A & CR-B, M-3

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

ZONING REQUIREMENTS	***Required***	***Proposed***
	E-1	**E-1**
Minimum Lot Size	4 acres	Ranging 4.02-4.3 acres per lot
Minimum Lot Width	200’ 75’ cul de sac radius 120’ curve	Minimum 200’ lot width at the typical building setback line
Min. Street Building Setback	125’ outbuilding 75’ home	75’ home 125’ outbuilding
Minimum Side Yard	40’ home 40’ outbuilding	40’ home 40’ outbuilding
Minimum Rear Yard	40’ home 40’ outbuilding	40’ home 40’ outbuilding

BACKGROUND

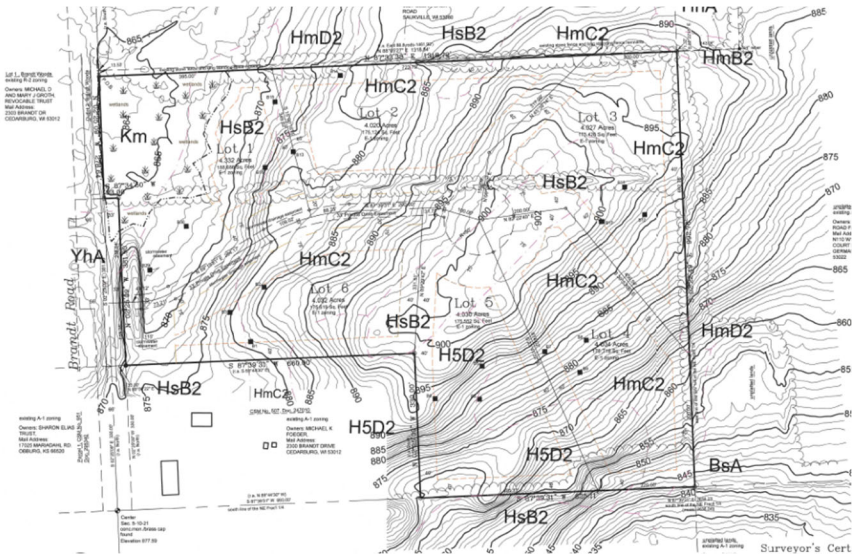
The applicant is requesting the creation of six E-1 Estate residential parcels accessed by a private shared driveway. EBL Joint Venture (Don Levy) appeared before the Plan Commission at the February meeting with: 1) a concept application for a six-lot major land division; 2) a rezoning application to rezone the property in question from A-1 Agricultural to E-1 Estate Residential, while leaving C-1 lands unchanged. The Plan Commission gave unanimous positive feedback on the major land division, and a unanimous recommendation to approve the rezoning. At their March meeting, the Town Board unanimously approved 2026-2, "An Ordinance to Rezone Land and Amend the Zoning Map for approximately 24 acres of land from A-1 Agricultural to E-1 Estate Residential for the property with Tax Key #030050300200, while leaving C-1 Conservancy lands unchanged, in the Town of Cedarburg, Ozaukee County, Wisconsin."

EXECUTIVE ANALYSIS

1. **Zoning / Density / Open Space / Comprehensive Plan**

   The 24.67 acre property is currently zoned E-1 and C-1. The property has ~381 feet of frontage along Brandt Drive, a Town road, with approximately 278 feet of frontage along the private shared driveway that serves the Brandt Woods subdivision, also developed by Don Levy. Access to the subject development would be provided via a new private shared driveway off of Brandt Drive.

   The preliminary plat shows six lots, ranging from 4-4.3 acres each. All of the proposed lots would meet the minimum 4-acre lot size of the E-1 district and other lot requirements.



   The E-1 district does not have an open space requirement. There is a small area of primary environmental corridor on the far northwest corner of the lot. The Comprehensive Plan allows for residential development at an overall density of one dwelling unit per five acres of primary environmental corridor on upland portion of such lands (outside surface water and wetlands) and outside areas of steep slopes (slopes of 12 percent or greater).

320-29(B) Lot:

1. Width: minimum 200 feet.
2. Area: four acres
3. Frontage.
   a. Lots abutting cul-de-sacs: minimum 75 feet.
   b. Lots on curve with a maximum center-line radius of 150 feet: minimum 120 feet
   c. Other lots: minimum 200 feet.

d. Lots that do not have frontage upon a public street may be permitted if the Town Board has officially approved other means of access to the lot by a shared driveway agreement as provided in § 279-6D.

STAFF COMMENT: Proposed Lots 1-6 meet all 320-29(B) regulations. It should be noted that Lots 3-5 are on the cul-de-sac and have a minimum 200' lot width at the typical building setback line.

320-29(E)(1) Yard Setbacks for Residences:
1. Street: minimum 75 feet
2. Rear: minimum 40 feet
3. Side: minimum 40 feet

STAFF COMMENT: Proposed Lots 1-6 meet all 320-29(E)(1) regulations. All future outbuildings will need to meet the regulations found in 320-29(E)(2) before a building permit can be issued.

2. **Access/Refuse & Recycling/Mailbox**
The subdivision provides an entrance off of Brandt Drive, forming a new cul de sac running directly to the east. The preliminary plat indicates a 33' wide private shared driveway easement for a private shared driveway, whereas a typical ROW dedication is 66' wide for public roads. § 279-6 D. of the Town Zoning Code allows lots that do not have frontage on a public street may be permitted where the Town Board has officially approved an alternative means of access for up to seven lots, such as a shared driveway agreement, subject to any conditions imposed as part of that approval. Refuse and recycling collection would be completed by a private contractor if the homeowners wish to have collection completed at the end of their individual driveways. The group mailbox is shown on the plat adjacent to the Brandt Woods existing mailbox. Photos of the existing entrance and mailbox for Brandt Woods are attached.

3. **Shoreland Zoning / Wetlands / Floodplain / Onsite Sewage Disposal**
Water and sewer will be provided on each lot by private well and mound. Ed Pfister of Ozaukee County Land and Water Management reviewed the preliminary plat and noted Proposed Lots 3 thru 6 will be partially located within Shoreland Zoning. Land disturbance and/or property improvements on Lots 4 and 5 may be jurisdictional with Oz. Co. Land and Water. All soil testing performed for sanitation purposes resulted in soils that will support mound type private onsite wastewater treatment systems. The applicant also met with Ozaukee County Planning and Parks. Andrew Struck indicated the proposed development will not require review by the Ozaukee County Natural Resources Committee for land division purposes.

The development had a wetland delineation conducted on November 7, 2025. The wetland report was submitted to the Town Engineer for review. The wetlands are shown on the plat and plan set; due to file size the wetland report is available upon request. Francesca Sanchez of WDNR had the following comment:

> There is a wetland on the property, but it appears that there will not be proposed wetland disturbance based on the plan set. Any filling and/or grading (a few examples: placing materials such as soil, wood chips, gravel/rock, concrete, asphalt, sand, mats, etc., grading out/removing tree stumps, temporary or permanent stockpiling of materials, bulldozing, backfilling, creating access roads, etc.) in a wetland will need a DNR wetland disturbance permit.

Any proposed wetland fill would require a County zoning approval/rezoning. It is the responsibility of the applicant to coordinate with other applicable agencies (WDNR, Army Corps of Engineers, SEWRPC etc.) for necessary permitting and submit permit copies, or correspondence indicating no permit is necessary to the Town.

4. **Planting Strip**

320-29(H) Nonaccess Planting Strip: A minimum forty-foot-wide nonaccess planting strip easement is required for new major land divisions effective June 1, 2022, when the lots are adjacent to a public road. This easement applies only to land abutting the public road.

1. Fences and other structures are permitted in the planting strip with the approval of the Plan Commission and Town Board.

2. Planting strip material shall be approved as part of the land division approval process.

STAFF COMMENT: A 40' wide landscape easement has been added to the plat adjacent to the Brandt Drive right-of-way line. The applicant also submitted the attached landscape plan identifying all proposed plantings and design elements.

5. **Fire Department/Cistern**

The preliminary plat was shared with the Cedarburg Fire Department. Town code Section 320-10 requires that subdivisions with **8 or more lots** provide a cistern, **so that would not apply to this development**. The Fire Department had no concerns with the plat.

6. **Stormwater & Erosion Control**

Due to no outlot(s) being proposed, it is implied that stormwater management practices will occur on individual lots in the development. A stormwater and erosion control plan has been submitted along with the grading plan/preliminary plat; please refer to the Engineer's comment letter. Due to file size, the stormwater plan is available upon request.

7. **Legal Documents**

The developer has submitted the attached legal instruments, which have been provided to the Town Attorney. Town Attorney Hoeft advised the documents could be attached for reference, and a motion to approve should include legal documents are subject to his approval prior to recording at the Register of Deeds office. It is the duty of the developer to properly record with the Register of Deeds and other applicable agencies. Being a private shared driveway, it would not receive a road name.

8. **Comprehensive Plan Consistency**

Staff reviewed the Preliminary Plat in accordance with the Town of Cedarburg Comprehensive Plan: 2050 and found it to be consistent with the recommendations and land use found in the Town of Cedarburg Comprehensive Plan: 2050, if the Primary Environmental Corridor is preserved, which has been addressed by the applicant. The Preliminary Plat and associated wetland delineation has identified wetlands to be in the same area and follow a similar boundary as the Primary Environmental Corridor Overlay, ultimately limiting any development and improvements to take place in this protected area.

9. **Comprehensive Park Plan Consistency / Bike Trail Map**

Staff reviewed the Preliminary Plat in accordance with the Town of Cedarburg Comprehensive Park Plan and found it to be consistent with the goals and objectives found in the Town of Cedarburg Comprehensive Park Plan. There is no impact on the Bike Trail Map.

10. **5 Corners Master Plan / Design Standards / Hamilton Historic District**

Not applicable for this application.

11. **Planning & Engineering Code Review**

Staff have reviewed the Preliminary Plat in accordance with Chapter 320: Zoning, Chapter 184: Land Division, Chapter 110: Construction Site Erosion Control and Sediment Control, Chapter 185: Post-Construction Stormwater Management, Chapter 186: Landmarks Preservation, Chapter 279: Streets and Public Ways, along with any other applicable legislation. Please see the attached engineering review letter from raSmith, who indicated the outstanding comments could be contingencies of approval.

12. **State Approval**
    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. At this point the only public improvement would be the connection to the Town road.

Approving & Objecting Agencies
Cedarburg Fire Department: No concerns on the plat.
Ozaukee County Land and Water Management: Provided comment under #3 of this report.
Ozaukee County Planning and Parks: No County review required.
Ozaukee County Highway Department: No County objection.
WDNR: Provided comment under #3 of this report.
WisDOT: Not applicable.
Wisconsin Department of Administration: Letter attached.
Town of Cedarburg Subcommittees: Not applicable
Extraterritorial Plat Review: Not applicable.

PLAN COMMISSION RECOMMENDATION
At their meeting on June 17th, the Plan Commission unanimously recommended the Town Board approve the preliminary plat subject to the staff comments being addressed.

STAFF RECOMMENDATION / ACTION REQUESTED
Staff recommends APPROVAL of the Preliminary Plat subject to the following conditions:

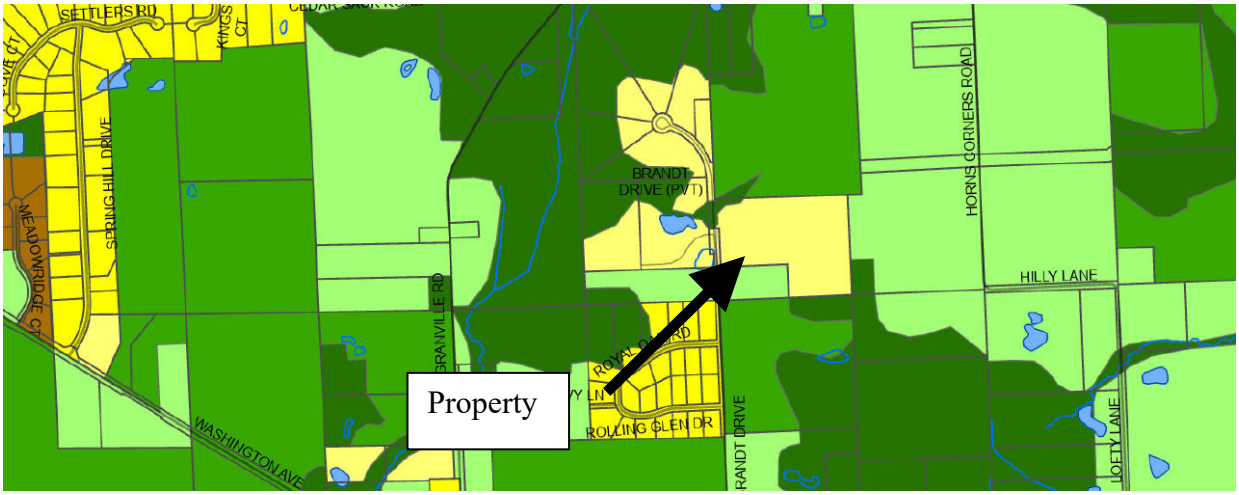
1. All Staff Report outstanding punch list items and legal comments are resolved.
2. All necessary permits secured from the proper entities and submitted following Board approval.
3. All Objecting and Approving agency questions, comments, and/or concerns are resolved. **Applicant responsibility.**
4. Legal documents can be recorded following approval by the Town Attorney.
5. Submittal of financial security acceptable to the Town for the public ROW improvements; estimated at $5,500.
6. Sale of lots to follow final plat approval.

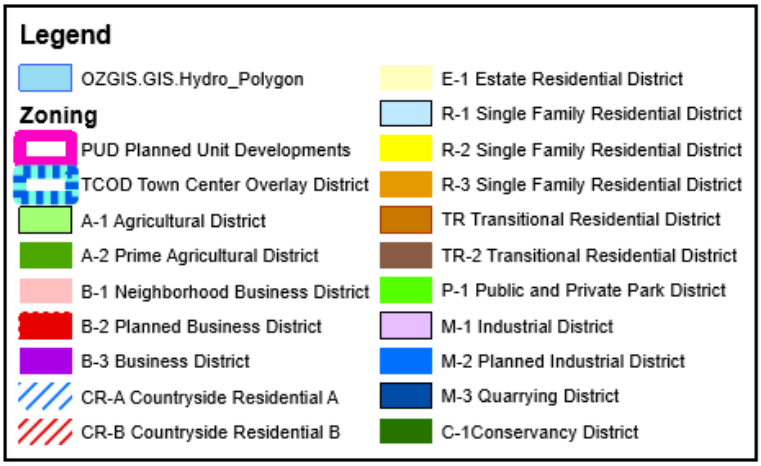
ATTACHMENTS
I. Zoning Map/ Entrance Photos / Shoreland Map / County Map
II. Applicant Materials (stormwater plan and wetland report available upon request)
III. DOA and Engineer Letters

COPIES MAILED/E-MAILED TO
I. Don Levy: dlevy@levyandlevy.com
II. Don Thoma: don@accuratesurveying.net
III. Jeff Vahsholtz (CFD): jvahsholtz@cityofcedarburg.wi.gov
IV. Andrew Struck (Oz. Co): ASTRUCK@ozaukeecounty.gov
V. Nick Mikkelson (Oz. Co.): nmikkelson@ozaukeecounty.gov

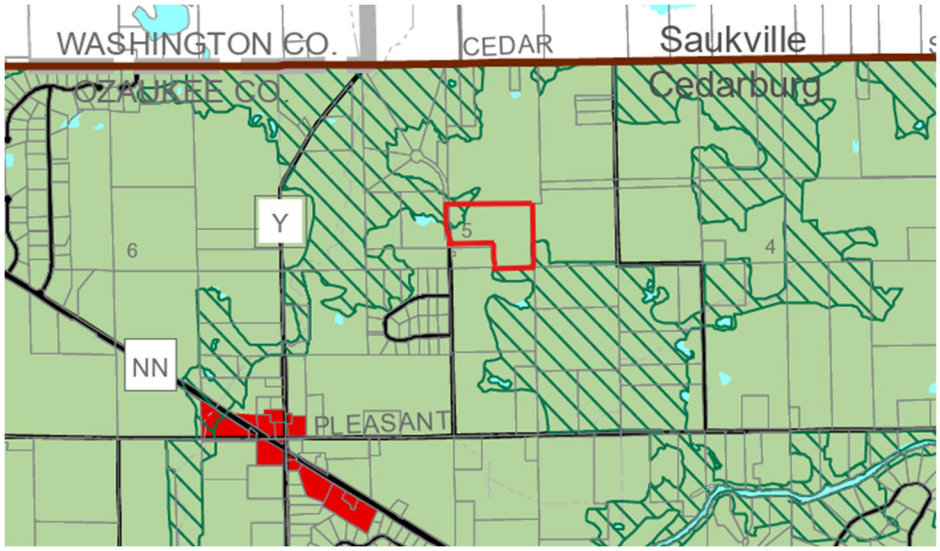
Action	Date	Status
Plan Commission Concept Discussion & Rezone Consideration	2-18-2026	Recommend proceed with land division; Unan. Recommended approval of the Rezone
Rezone Public Notice News Graphic	2-17 & 2-24-26	Published
Rezone Post Cards within 1,000 feet	2-9-26	Mailed
Town Board Meeting & Public Hearing on Rezone	3-4-2026	Unan. Approval of Rezone
Plan Commission meeting for plat review & recommendation	6-17-2026	Unan. Rec. Approve
Town Board meeting for Preliminary Plat	7-6-2026	This Meeting
Plan Commission final plat	-	-
Town Board final plat	-	-

ATTACHMENT I.





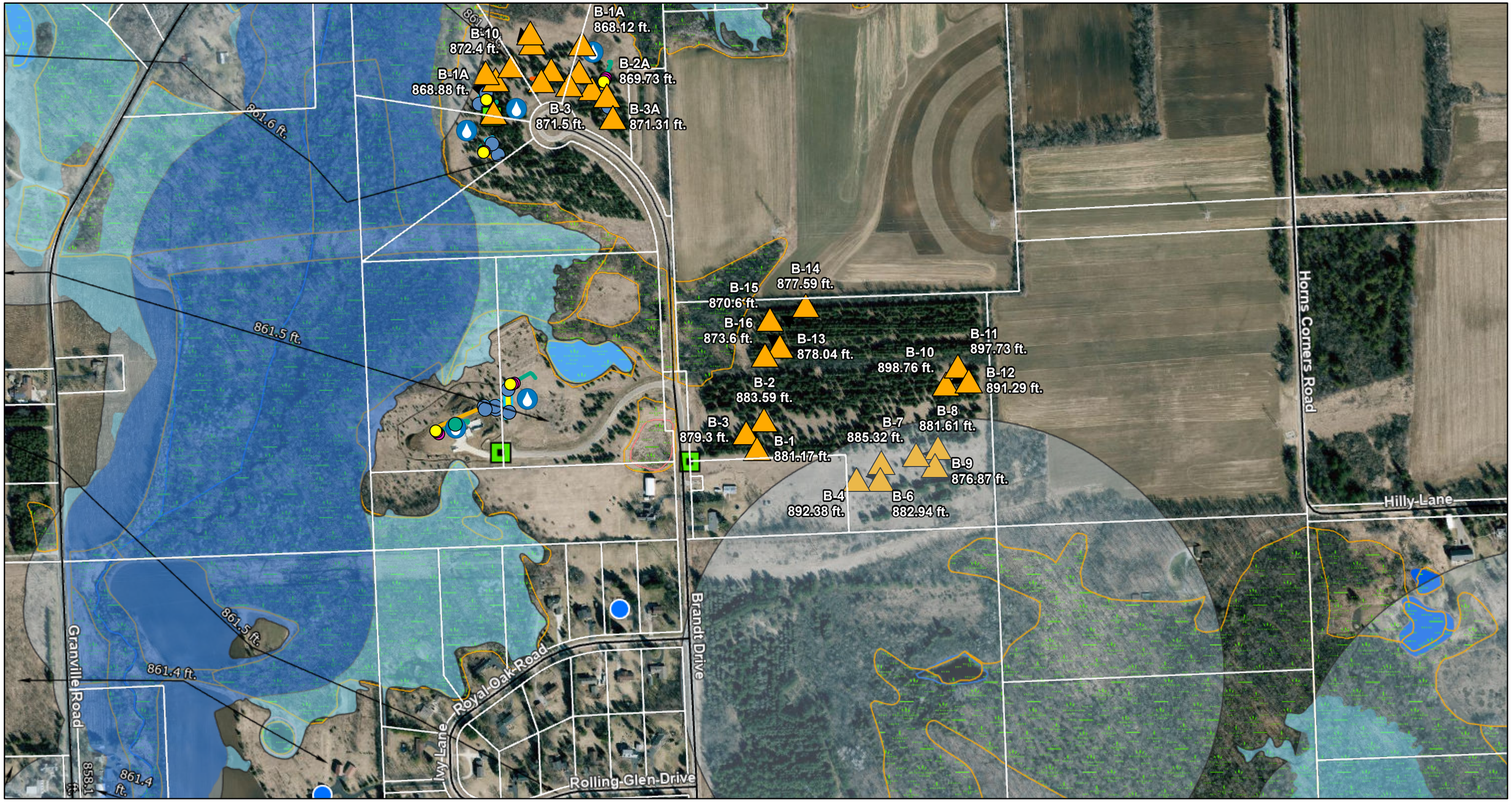
Planned Land Use Map 2050:




BRANDT



Site Map



6/11/2026, 2:07:43 PM

1:4,852

0 325 650 1,300 ft

0 100 200 400 m

Ozaukee County

Local Roads
- Local
- Private

Parcels

LOMA 2024

Cross Section Line
- NOT LETTERED, MAPPED; LETTERED, MAPPED

Shoreland Buffer Outline

Flood Hazard Zone
- AE & VE Floodway
- AE, VE, & AO, Floodplain

Wetland Inventory

Shoreland Buffer

Hydro Polygon

Hydro Lines
- NO
- YES

Soil Borings

Clean Out

Benchmark

PC Cover

ST Cover

Wells

Observation Pipe

Slope Arrow

Bldg. Sewer

Distribution Pipes

Effluent Line

Forcemain

Installation Contour

Header Manifold

POWTS Perimeter

Dispersal Cell

Tanks

Preliminary Plat
for
Brandt Highlands

Part of the SW 1/4 of the NE Fractional 1/4 Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the North Quarter corner of said Section 5; thence S 02°25'09" E, along the west line of said NE Fractional 1/4, 2236.08 feet, to the northwest corner of lands described in Document No. 0479101 - Parcel 3, as recorded in the Ozaukee County Registry, being the point of beginning of lands herein described; thence N 87°33'38" E, along the north line of said Document No. 0479101, 1318.79 feet, to the intersection of the east line of said SW 1/4 of the NE Fractional 1/4; thence S 02°22'49" E, along said east line of the SW 1/4 of the NE Fractional 1/4, 992.76 feet, to the intersection of the south line of said NE Fractional 1/4; thence S 87°39'31" W, along said south line, 625.11 feet, to the southeast corner of Certified Survey Map No. 507 as recorded in the Ozaukee County Registry in Volume 2 of Certified Survey Maps on page 323 as Document No. 247010; thence N 02°25'09" W, along the east line of said Certified Survey Map No. 507, 330.00 feet; thence S 87°39'31" W, along the north line of said Certified Survey Map No. 507, 660.00 feet, to the intersection of the east right-of-way line of Brandt Road marked by a 2 inch iron pipe found; thence N 02°25'09" W, along said east right-of-way line, 381.90 feet; thence S 87°34'50" W, 33.00 feet, to the intersection of said west line of the NE Fractional 1/4, and the southeast corner of Outlot 2 in Brandt Woods subdivision; thence N 02°25'09" W, along said west line of the NE Fractional 1/4, 278.64 feet, to the point of beginning.

Containing 24.474 acre (1,066,121 square feet) more or less.

Brandt Road, Cedarburg WI 53012 Tax No. 03-005-03-002.00

Outlot 1, Brandt Woods
existing R-2 zoning
Owners: BRANDT WOODS HOMEOWNERS ASSOCIATION INC.
Mail Address: PO BOX 127 CEDARBURG, WI 53012

North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Ozaukee County Coordinates
N:504,498.12
E: 2,522,377.31

Outlot 2, Brandt Woods
existing R-2 zoning
Owners: BRANDT WOODS HOMEOWNERS ASSOCIATION INC.
Mail Address: PO BOX 127 CEDARBURG, WI 53012

Lot 1, Brandt Woods
existing R-2 zoning
Owners: MICHAEL D AND MARY J GROTH, REVOCABLE TRUST
Mail Address: 2303 BRANDT DR CEDARBURG, WI 53012

unplatted lands
Doc. 0956031
Doc. 1184910
existing A-2 zoning
Owners: JEFFREY C GALL, JANICE M GALL
Mail Address: 9527 CEDAR SAUK ROAD SAUKVILLE, WI 53080

unplatted lands
Doc. 0956031
existing A-2 zoning
Owners: JEFFREY C GALL, JANICE M GALL
Mail Address: 9527 CEDAR SAUK ROAD SAUKVILLE, WI 53080

unplatted lands
existing A-1 zoning
Owners: PARADISE ROAD FARMS LLC,
Mail Address: N110 W13455 PATTON COURT N GERMANTOWN, WI 53022

unplatted lands
existing A-1 zoning
Owners: DAN R KROEGER, PATRICIA A KROEGER
Mail Address: 9101 HILLY LANE SAUKVILLE, WI 53080

unplatted lands
existing A-2 zoning
Owners: E B L JOINT VENTURE, (subdivider)
Mail Address: PO BOX 127 CEDARBURG, WI 53012

existing A-1 zoning
Owners: SHARON ELIAS TRUST,
Mail Address: 17025 MARIADAHL RD. OBBURG, KS 66520
Parcel 1, CSM No. 951 Doc. 295940

existing A-1 zoning
Owners: MICHAEL K FOEGER,
Mail Address: 2300 BRANDT DRIVE CEDARBURG, WI 53012
CSM No. 507, Doc. 247010

Lot 1
4.332 Acres
188,688 Sq. Feet
E-1 zoning

Lot 2
4.020 Acres
175,129 Sq. Feet
E-1 zoning

Lot 3
4.027 Acres
175,420 Sq. Feet
E-1 zoning

Lot 4
4.034 Acres
178,218 Sq. Feet
E-1 zoning

Lot 5
4.030 Acres
175,552 Sq. Feet
E-1 zoning

Lot 6
4.032 Acres
175,619 Sq. Feet
E-1 zoning

Shoreland zoning

Brandt Road

Center
Sec. 5-10-21
conc.mon./brass cap found
Elevation 877.59

East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found

1" pod iron pipe found

3/4" rebar found

Existing Bionit fence and long standing fence remnants

existing stone fence and long standing fence remnants

Existing group mailbox location

Proposed group mailbox location

40' Nonaccess Planting Strip Easement

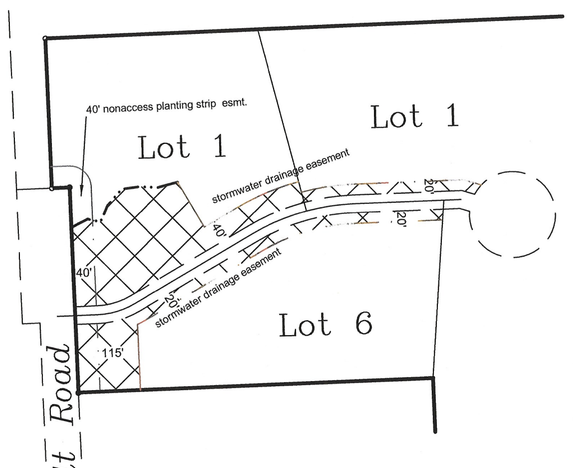
32' Private Shared Driveway Easement

stormwater drainage easement

stormwater easement

40' nonaccess planting strip esmt.

Stormwater Easement Detail:
Scale: 1" = 200'



Approving Authorities
Town of Cedarburg

Objecting Agencies
Department of Administration

(r.a.) means "recorded as"

● - indicates 2" iron pipe found unless noted.

○ - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set for Final Plat.

○ - indicates 1.27" od iron rebar weighing 4.30 lbs./ft. set.

B1 ■ - indicates a soil test pit (see note).

- indicates delineated wetlands from Wetland & Waterway Consulting, LLC and located by Accurate Surveying & Engineering LLP.

SvA - indicates soil types per Washington County web site.

Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.

0 50 100 200
Scale in feet
1" = 100'

E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'

Owner/Subdivider
E.B.L. a joint venture
Donald Levy
N61W6558 Columbia Road
Cedarburg, WI 53012

Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120

Note:
Soil testing and reports for each lot have been completed and approved by Ozaukee County. I septic system may be located in other areas with further testing and approvals.

Elevation 861.5 Map No. 55089C0156G (eff. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood

Note:
The contour lines have been digitally inserted into this drawing and spot checked. Provided by Ozaukee County.

All elevations are based on NAVD 88 datum, Master Benchmark is a concrete monument with a brass cap marking the Center of Section 05, Range 10 North, Township 20 East, which has a published Elevation of 877.59.

Surveyor's Certificate:

I, Donald J. Thoma, Professional Land Surveyor, hereby certify that I have fully complied with the provisions of sec. 236 of Wisconsin Statutes and the Town of Cedarburg Land Division Ordinance and that this Preliminary Plat entitled Brandt Highlands is a correct representation of all existing land divisions and features as represented hereon.

Dated this 12th day of May, 2026.
Revised this 24th day of June, 2026.

Donald J. Thoma
Donald J. Thoma, S-2470

WISCONSIN DONALD J. THOMA S-2470 RICHFIELD WI LAND SURVEYOR

Accurate Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

CONSTRUCTION PLANS

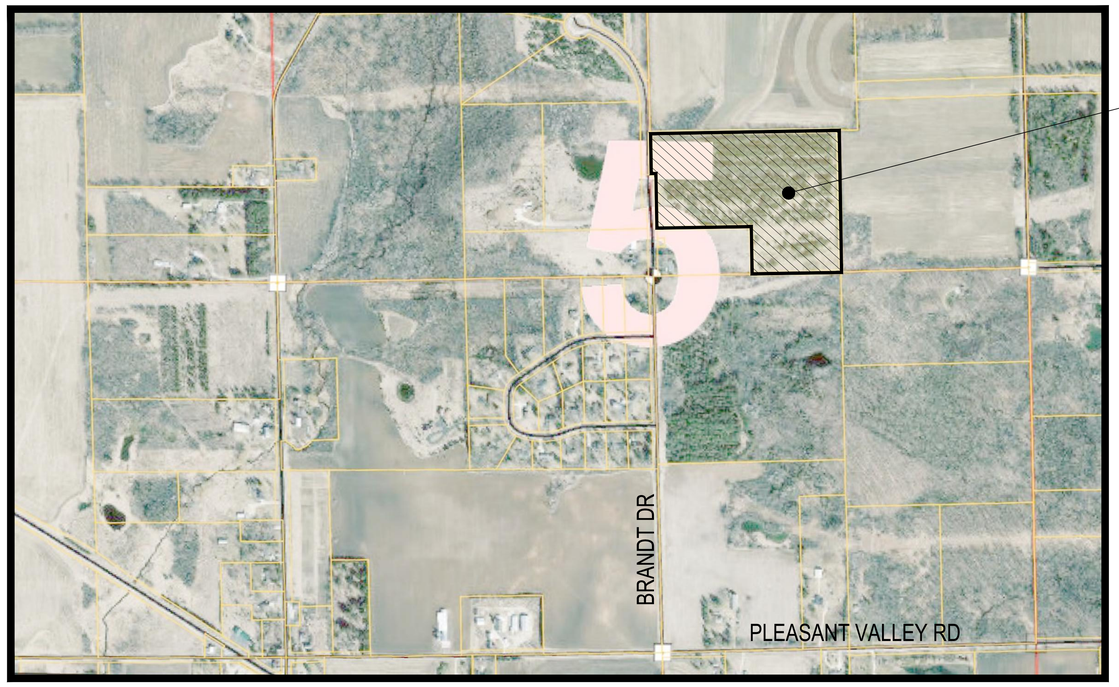
FOR

BRANDT HIGHLANDS

Town of Cedarburg, Wisconsin

LEGEND

- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR AS NOTED
- POST
- UTILITY POLE
- GUY POLE
- GUY WIRE
- CULVERT
- UTILITY PEDESTAL
- ELECTRIC PEDESTAL
- SEPTIC FACILITY
- SEPTIC CLEANOUT
- TV MANHOLE
- YARD LIGHT
- INLET
- SOIL TEST LOCATION
- WELL
- —x—x— FENCE
- (XXXXXX) RECORD DIMENSION
- —ST— STORM SEWER
- —OH— OVERHEAD POWER/UTILITY
- —G— UNDERGROUND GAS
- —E— UNDERGROUND ELECTRIC
- —C— UNDERGROUND CABLE
- × 1007.0 EXISTING SPOT ELEVATION
- 1008 EXISTING CONTOUR
- × 1007.0 PROPOSED SPOT ELEVATION
- 1008 PROPOSED CONTOUR
- DRAINAGE DIRECTION
- YG 800.0 PROPOSED YARD GRADE (YG = TOP OF FOUNDATION WALL)
- EXP 791.0 PROPOSED EXPOSURE GRADE
- PG 100.0 INTERIM PAD GRADE (LOW FOR BASEMENT SPOILS)
- 3-6" RIPRAP & FABRIC
- MOUND PROPOSED SEPTIC AREA



SUBJECT PROPERTY

SCALE: 1" = 500'

DEVELOPER:
Donald Kevy
EBL Joint Venture
N61W6058 Columbia Road
Cedarburg, WI 53012

ENGINEER:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Phone: 262-719-6183
Email: mellena@eeceng.com

SURVEYOR:
Donald J. Thoma, RLS
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
Phone: 262-677-2120
Email: don@accuratesurveying.net

APPROVAL AGENCY:
Town of Cedarburg
Phone: 262-377-4509
Email: eryer@townofcedarburgwi.gov

BENCH MARKS:

A) NORTH 1/4 CORNER
SEC 5-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 865.06

B) CENTER
SEC 5-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 877.59

1. BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 27) AND REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SEC. 5-10-21 MEASURED AS N02°25'09"W.

VERTICAL DATUM IS NGVD 88

2. ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CURRENT TOWN OF CEDARBURG DESIGN AND CONSTRUCTION SPECIFICATIONS. WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
3. ALL EROSION CONTROL MEASURES SPECIFIED ON THE PROJECT EROSION CONTROL PLAN SHALL MEET THE DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS AS SET FORTH IN THE DEPARTMENT OF NATURAL RESOURCES WISCONSIN TECHNICAL STANDARDS.
4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
7. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES AND NOTIFY DIGGERS HOTLINE, THE LOCAL MUNICIPALITY AND ALL GOVERNMENT AGENCIES THAT MAY BE AFFECTED BY THE CONTRACTOR'S OPERATIONS AT LEAST THREE (3) DAYS BEFORE BREAKING GROUND. DIGGERS HOTLINE NUMBER IS 811.
8. PUBLIC ROADS SHALL NOT BE CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO THE PROJECT SHALL BE LIMITED TO THE GRAVEL ENTRANCE TO THE PROPERTY.
9. A TOWN INSPECTOR IS REQUIRED TO BE AT THE PROJECT SITE TO OBSERVE CONSTRUCTION, AS REQUIRED TO MAINTAIN EROSION CONTROL IN ACCORDANCE TO ALL PERMITTING.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PUBLIC ROADWAYS. THE PUBLIC ROADWAYS SHALL BE KEPT FREE OF SILT OR DIRT TRACKED FROM AREAS UNDER CONSTRUCTION BY SWEEPING AT THE END OF EACH WORK DAY OR MORE OFTEN, AS REQUIRED. DUST GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE SURFACE TREATMENT, CONSTRUCTION SCHEDULING OR OTHER APPROPRIATE METHODS.
11. UPON COMPLETION OF THE WORK AS SPECIFIED, RESPREAD FOUR (4") INCHES OF SALVAGED TOPSOIL OVER ALL DISTURBED OPEN SPACE AREAS OUTSIDE OF THE PROPOSED ROADWAY AND PROVIDE SEED, FERTILIZER AND EROSION CONTROL FABRIC PER THE STANDARD SPECIFICATIONS. ROADWAY PAVEMENT SHALL BE SAW-CUT AND REPLACED IN KIND.
12. ALL DISTURBED AREAS SHALL BE REVEGATATED WITHIN SEVEN DAYS OF NO DISTURBANCE. HIGHWAY MIX #40 SHALL BE USED FOR SEEDING WITH AN APPLICATION RATE OF 4.0 LBS/1000 SF.
13. ALL EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. (BY GERERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WISDOT TYPE B SOIL STABILIZER SHALL BE APPLIED TO INACTIVE DISTURBED SOILS BETWEEN OCTOBER 15TH AND MAY 1ST AS A TEMPORARY SOIL STABILIZATION MEASURE DURING THE NON-GROWING SEASON.

SHEET INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	C000
GRADING & ROADWAY PLAN	C100
EROSION CONTROL PLAN	C200
DETAILS	C300 - C301

DIGGER'S HOTLINE — CALL BEFORE YOU DIG — 811

REVISIONS

WISCONSIN — MARK R. ELLENA — E-24090 — WALES, WI — PROFESSIONAL ENGINEER

EEC — ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122
Phone: 262-719-6183 • Email: mellena@eeceng.com

Brandt Highlands — Town of Cedarburg, Wisconsin

COVER SHEET

DATE: 06-24-26

NOTE:
INDIVIDUAL GRADING PLANS SHALL BE PREPARED FOR EACH LOT TO SHOW DRAINAGE TO THE ROADSIDE DITCH SYSTEM. ALL LOTS MUST DRAIN TO THE STORM POND.

Lot 1
4.332 Acres
188,688 Sq. Feet

Lot 2
4.020 Acres
175,124 Sq. Feet

Lot 3
4.027 Acres
175,420 Sq. Feet

Lot 4
4.034 Acres
175,718 Sq. Feet

Lot 5
4.030 Acres
175,552 Sq. Feet

Lot 6
4.032 Acres
175,619 Sq. Feet

Brandt Road

278.64'

66'

33'

EXISTING WETANDS

10'WIDE OVERFLOW WEIR @ EL=868.00 (SEE DETAILS)

EXISTING CONTOUR GRADE

PROPOSED CONTOUR GRADE

33' Private Drive Easement

20' WIDE PRIVATE SHARED DRIVEWAY (SEE TYPICAL SECTION)

R=80'

stormwater easement

40'-24"ARCH OUTLET PIPE @ S=1.25%

15"FES 866.0 RIPRAP DISCHARGE PAD TYPICAL (SEE DETAILS)

41.12'

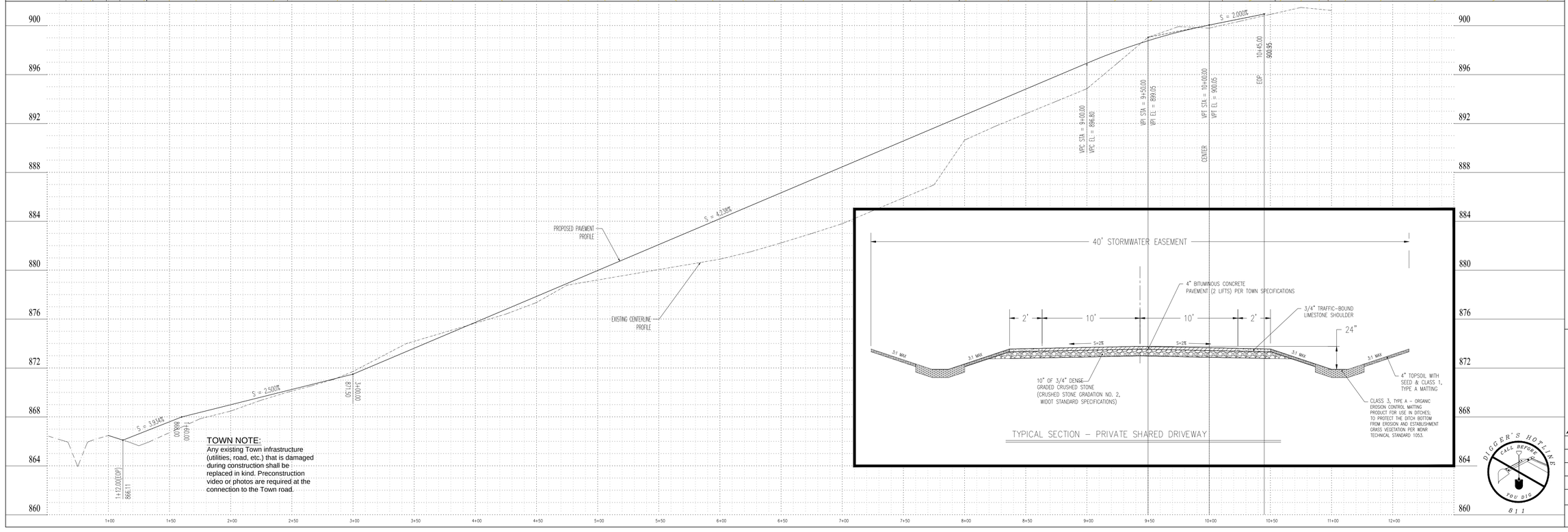
73.21'

SAW-CUT & MATCH (TOWN PERMIT REQD-SEE NOTE)

SWM WET POND (SEE DETAILS)

50'-15"ARCH CMP @ S=0.5%

SCALE: 1" = 40'



TYPICAL SECTION – PRIVATE SHARED DRIVEWAY

DIGGER'S HOTLINE CALL BEFORE YOU DIG
B I I

DESCRIPTION
DATE

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
Phone: 262-719-6183 Email: mellena@eecenq.com

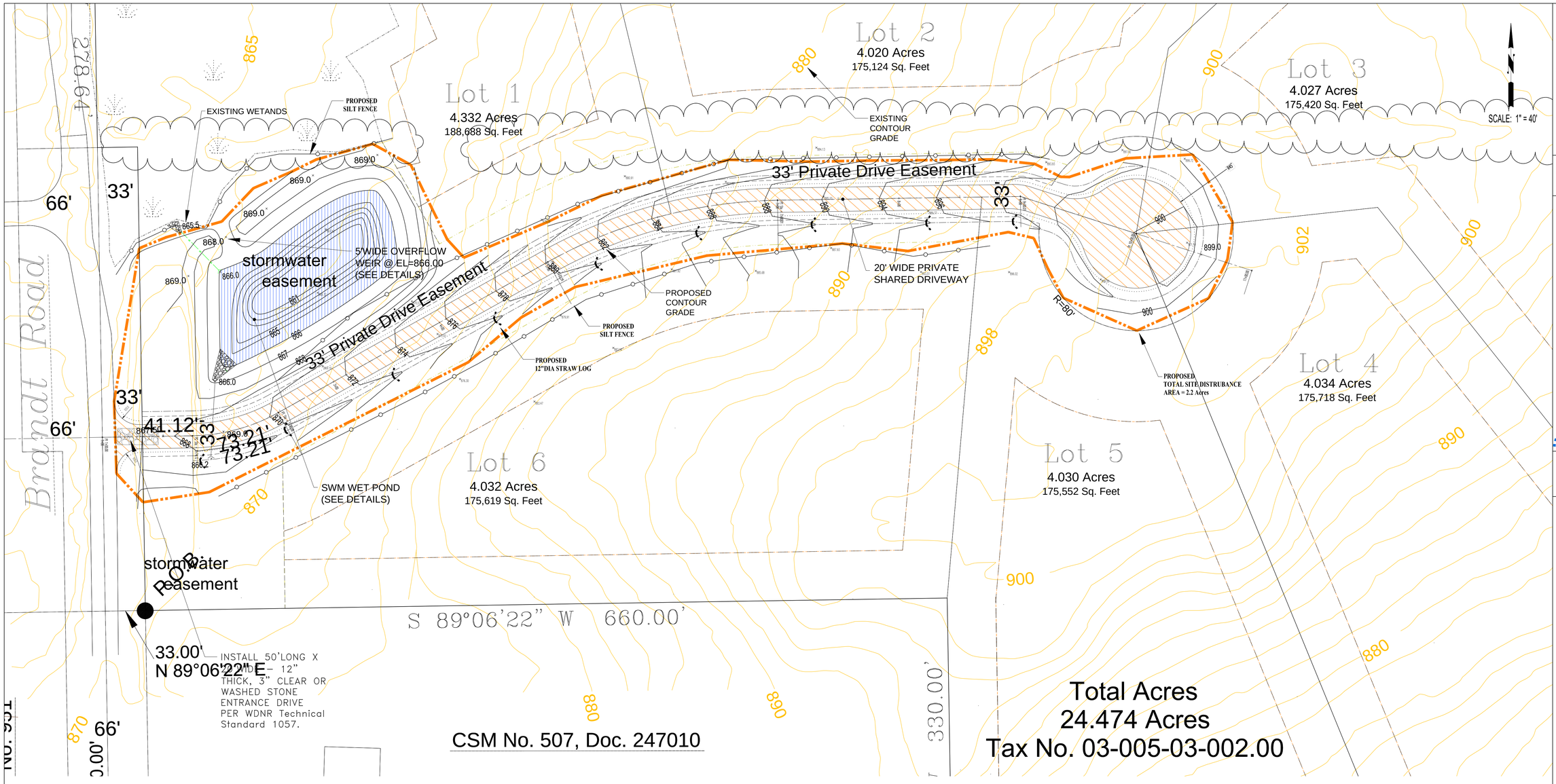
BRANDT HIGHLANDS
TAX KEY 03-005-03-002.00, TOWN OF CEDARBURG, WI

GRADING & ROADWAY PLAN

WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 06-24-26
DESIGNED BY: MARK R. ELLENA,PE
SCALE: 1"= 40'

SHEET NUMBER
C100



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY Accurate Surveying & Engineering L.L.P. UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) THE CONTRACTORS MUST FOLLOW THE CONSTRUCTION SEQUENCE AS SHOWN ON THE EROSION CONTROL PLAN SHEET C202.
3) UNDERGROUND UTILITIES MUST BE LOCATED BY Diggers Hotline (811) PRIOR TO START OF CONSTRUCTION.

GENERAL CONSTRUCTION SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL BE MEET THE TOWN OF CEDARBURG STANDARD SPECIFICATIONS AND THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST ADDITION.
2. ALL PERMITS MUST BE OBTAIN BY THE CONTRACTORS OR OWNER AND NOTIFY THE TOWN AND ENGINEER 48HRS PRIOR TO COMMENCING ANY WORK.
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4. ALL EROSION CONTROL DEVICES (I.E., SILT FENCE, GRAVEL ENTRANCE, ETC.) SHALL BE INSTALLED PRIOR TO COMMENCING CLEARING & GRUBBING OR MASS GRADING.
5. ALL ACTIVITIES ON THE SITE SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME AND MINIMIZE SILTATION CAUSED BY CONTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL SURVEYING AND CONSTRUCTION STAKING FOR THIS CONTRACT. ALL CONTRACTORS SHALL VERIFY ALL GRADES; EXERCISE CARE AND DILIGENCE IN PROTECTING THE SAME. ANY EXPENSE INCURRED FOR ADDITIONAL RESTAKING CAUSED BY CONTRACTOR'S NEGLECT MAY BE CHARGED TO THE CONTRACTOR AND DEDUCTED FROM THE SUMS DUE HIM UNDER THIS CONTRACT.
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CONSTRUCTION PHASING SEQUENCING:

THE GRADING AND UTILITY CONTRACTORS MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE TOWN ORDINANCES.

1. CONTACT THE TOWN BUILDING INSPECTOR FOR INSPECTION OF A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF ANY WORK.
2. INSTALL GRAVEL CONSTRUCTION ENTRANCES SHOWN ON THE PLAN (TRACKING PAD).
3. INSTALL SILT FENCE.
4. REMOVE TOPSOIL IN AREAS NEEDED TO CONSTRUCT THE POND.
5. CONSTRUCT WET POND, CULVERT AND PRIVATE DRIVE. RESTORE POND SLOPES.
6. ALL TOPSOIL PILES SHALL HAVE SILT FENCE BARRIERS.
7. PLACE CLEAN COMPACTED FILL IN LIFTS AS MONITORED BY A QUALIFIED SOILS PROFESSIONAL TO THE ROADWAY SUBGRADE.
8. CONSTRUCT ROADWAY AND REVEGETATE ALL DISTURBED AREAS.
10. ONCE SITE HAS 80% REVEGETATED THE TOWN SHALL INSPECT AND APPROVE THE REMOVAL OF THE SILT FENCE.
11. REVEGETATE ANY REMAINING DISTURBED AREAS.

DIGGER'S HOTLINE CALL BEFORE YOU DIG 811

DESCRIPTION | DATE

ELLENA ENGINEERING CONSULTANTS, LLC
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700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
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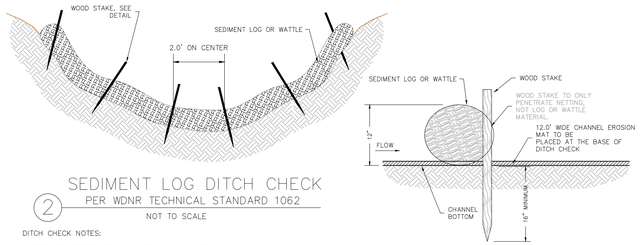
BRANDT HIGHLANDS
TAX KEY 03-005-03-002.00, TOWN OF CEDARBURG, WI

EROSION CONTROL PLAN

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 06-24-26
DESIGNED BY: MARK R. ELLENA,PE
SCALE: 1"= 40'

SHEET NUMBER
C200



SEDIMENT LOG DITCH CHECK

2 PER WDNR TECHNICAL STANDARD 1062

NOT TO SCALE

DITCH CHECK NOTES:

1. PREPARE SITE TO DESIGN PROFILE AND GRADE. REMOVE DEBRIS, ROCKS, CLODS, ETC.. GROUND SURFACE SHOULD BE SMOOTH PRIOR TO INSTALLATION TO ENSURE LOG REMAINS IN CONTACT WITH SLOPE.
2. DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.
3. STAKE TO BE PLACED AT TOE OF SLOPE, BOTH SIDES
4. 1 $\frac{0}{8}$" X 1 $\frac{0}{8}$" X 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS OR WATTLES.
5. INSTALL EROSION MAT PER MANUFACTURES SPECIFICATIONS.
6. INSPECT DITCH CHECKS WEEKLY AND WITHIN 24 HRS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE WITHIN A 24 HOUR PERIOD.
7. DITCH CHECK SHALL BE AMERICAN EXCELSIOR CURLEX 12" SEDIMENT LOG, NORTH AMERICAN GREEN WS-12 OR OTHER APPROVED DITCH CHECK AS SPECIFIED IN THE WDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL).
8. SPACING TO BE INSTALLED PER WDNR-CPS 1062 (EVERY TWO (2) VERTICAL FEET) AS SHOWN ON PLANS.



SEDIMAX-SW™ (STRAW WATTLES)

North American Green SediMax-SW™ (Straw Wattles), are a Best Management Practice (BMP) that offers an effective and economical alternative to silt fence and straw bales for sediment control and storm water runoff.

Straw Wattles are a temporary sediment control device and are not intended to replace Rolled Erosion Control Products (RECPs) or Hydraulic Erosion Control Products (HECPs). If vegetation is desired for permanent erosion control, North American Green recommends that RollMax™ or HydraMax™ Systems be used to provide effective immediate erosion control until vegetation is established. SediMax™ Systems may be used in conjunction with blankets, mats and mulches as supplemental sediment and runoff control for these applications. Like all sediment control devices, the effectiveness of SediMax Systems is dependent on storage capacity.

SEDIMAX-SW INSTALLATION STEPS:

1. Begin at the location where the wattle is to be installed by excavating a 2 to 3 in. (5-7.5 cm) deep x 9 in. (22.9 cm) wide trench along the contour of the slope. Excavated soil should be placed upslope from the anchor trench (Figure 7).

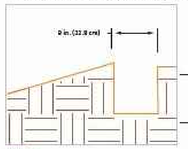


FIGURE 7

2. Place the wattle in the trench so that it contours to the soil surface. Compact soil from the excavated trench against the wattle on the uphill side. Wattles should tightly abut (Figure 8).

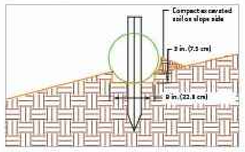


FIGURE 8

3. Secure the wattle with a minimum of 18 to 24 in. (45.7-61 cm) stakes every 3 to 4 ft (0.9 -1.2 m) and with a stake on each end. Stakes should be driven through the middle of the wattle leaving at least 2 to 3 in. (5-7.5 cm) of stake extending above the wattle (Figure 9). Stakes should be driven perpendicular to the slope face. Spacing of SediMax-SW on slope will vary based on the slope grade (Figure 10).

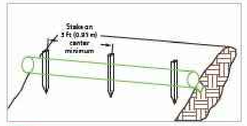


FIGURE 9

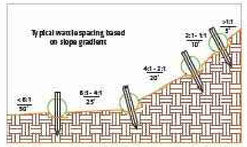
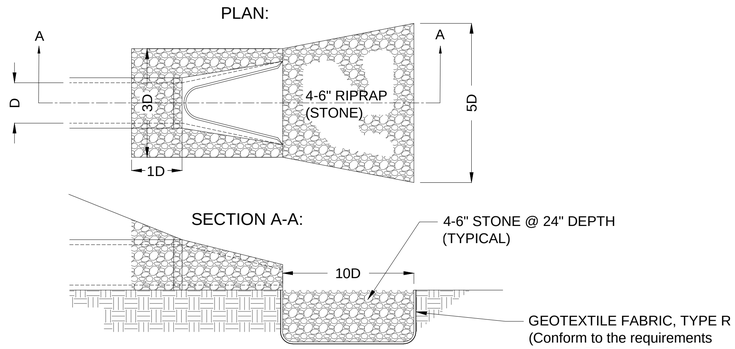


FIGURE 10

For additional installation assistance on SediMax Systems, please call **800-772-2040**, visit **nagreen.com** or e-mail **info@nagreen.com** and we will be happy to put you in touch with your erosion control specialist who can assist you.

FIGURE 6

STRAW WATTLE DETAIL



END SECTION TYPICAL RIP RAP DETAIL

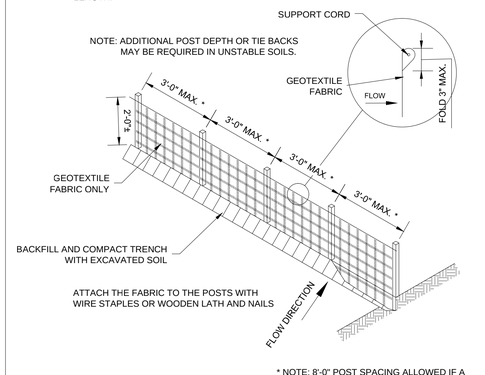
NOT TO SCALE (FLARED APONS REQUIRED ON ALL ENDSECTIONS)

GENERAL NOTES

① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

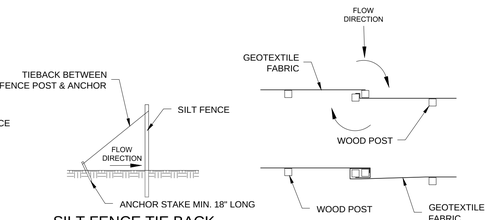
② WOOD POSTS SHALL BE A MINIMUM OF 1 ½" x 1 ½" OF OAK OR HICKORY.

③ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING METHODS: A) TWIST METHOD -- OVERLAPTHE END POSTS AND TWIST , OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



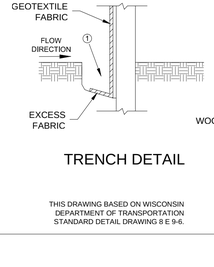
SILT FENCE

* NOTE: 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.



SILT FENCE TIE BACK

(WHEN ADDITIONAL SUPPORT REQUIRED)



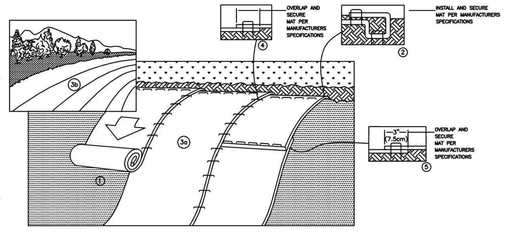
TRENCH DETAIL

HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE ④

THIS DRAWING BASED ON WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD DETAIL DRAWING 8 E 9-6.

SLOPE INSTALLATION



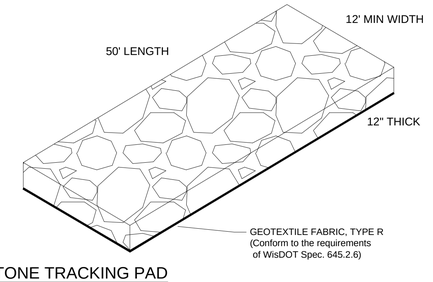
KEYED NOTES (CORRESPONDING TO DETAIL ABOVE):

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, OR SEED.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP x 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
3. ROLL THE RECPs (a.) DOWN OR (b.) HORIZONTALLY ACROSS THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE MANUFACTURER'S STAPLE PATTERN GUIDE AND/OR SPECIFICATIONS. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHALL BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECPs MUST BE STAPLES WITH APPROXIMATELY 2"-5" OVERLAP, DEPENDING ON RECPs TYPE.
5. CONSECUTIVE RECPs SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE SIDE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART, ACROSS ENTIRE RECP's WIDTH.

IMPORTANT NOTES:

1. SLOPE EROSION MAT TO BE CLASS I, TYPE B MAT AS APPROVED IN THE WI DOT PRODUCT ACCEPTABILITY LISTS
2. CONTRACTOR RESPONSIBLE FOR EROSION MAT INSTALLATION SHALL BE RESPONSIBLE FOR ENSURING EROSION MAT IS INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND PER WI DNR TECHNICAL STANDARD 1052, NON-CHANNEL EROSION MAT.

EROSION MATTING: WDNR TS-1052



STONE TRACKING PAD

PER WDNR TECH STANDARD 1057

Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.

Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3: Select fabric type based on soil conditions and vehicles loading.

Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

DESCRIPTION | DATE

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
Phone: 262-719-6183 Email: mellena@eeceng.com

BRANDT HIGHLANDS
TOWN OF CEDARBURG, WI

DETAILS

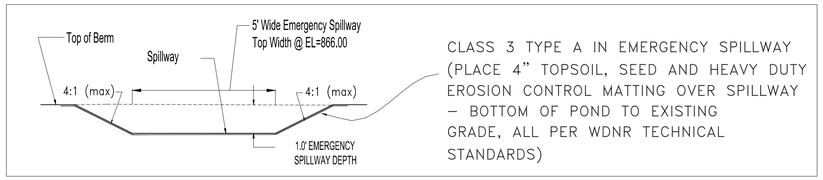
WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 06-24-26

DESIGNED BY: MARK R. ELLENA,PE

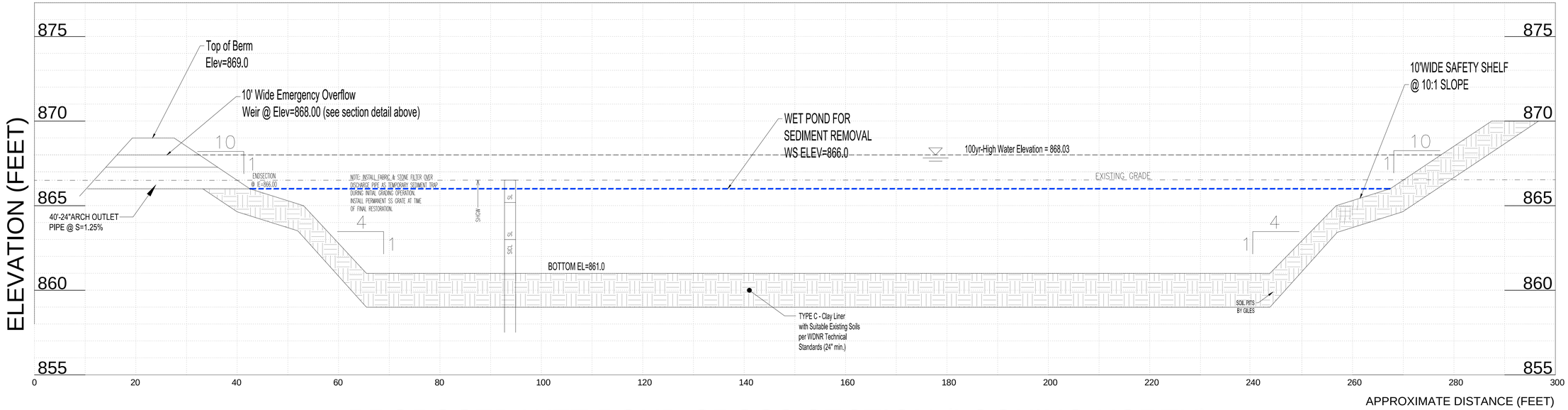
SHEET NUMBER

C400



CLASS 3 TYPE A IN EMERGENCY SPILLWAY (PLACE 4" TOPSOIL, SEED AND HEAVY DUTY EROSION CONTROL MATTING OVER SPILLWAY – BOTTOM OF POND TO EXISTING GRADE, ALL PER WDNR TECHNICAL STANDARDS)

OVERFLOW WEIR TYPICAL CROSS-SECTION DETAIL



PROPOSED WET POND CROSS SECTION (LOOKING NORTH)

DESCRIPTION | DATE

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122
Phone: 262-719-6183 Email: mellena@eeceng.com

BRANDT HIGHLANDS
TOWN OF CEDARBURG, WI

DETAILS

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

DATE: 06-24-26
DESIGNED BY: MARK R. ELLENA,PE

SHEET NUMBER
C401

RECEIVED
APR 29 2026
OZAUKEE COUNTY
LAND & WATER
MANAGEMENT DEPT

Wisconsin Department of Safety and Professional Services
Division of Industry Services

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 benchmark 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: Ozaukee	
Parcel I.D.: 03-005-03-002.00	
Reviewed by	Date: 5.12.2026

Property Owner: E B L	Property Location: Govt. Lot SW ¼ NE ¼ S 5 T 10 N R 21 ☑ E (or) ☐ W
Property Owner's Mailing Address: PO Box 127	Site Address or CSM and Lot #: Proposed Lots 1-6

City	State	Zip Code	Phone Number	☐ City ☐ Village ☒ Town	Nearest Road
Cedarburg	WI	53012	( )	Cedarburg	Brandt Dr.

☒ New Construction ☐ Replacement
Use: ☒ Residential / Number of bedrooms _____ ☐ Public or commercial – Describe: _____
Code derived design flow rate _____ GPD
Flood Plan elevation if applicable _____ ft.
Parent material: glacial till
General comments and recommendations: USE LONG NARROW, 4+4" MOUND, WITH PRE-TREATMENT FOR BEST RESULTS.

1 Boring # ☒ Boring ☐ Pit
Ground surface elev. 881.17 ft.
Depth to limiting factor 18 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/Ft² *Eff#1	*Eff#2
1	0-14	10YR3/3		L	2fgr	Mfr	CS	1m-1f	.6	.8
2	14-18	7.5yr4/4		grSCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-29	7.5yr5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0M	Mfr	-	-	0	.2

2 Boring # ☒ Boring ☐ Pit
Ground surface elev. 883.59 ft.
Depth to limiting factor 21 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/Ft² *Eff#1	*Eff#2
1	0-9			SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-21	7.5yr4/4		SCL	2fsbk	Mfr	GW	1m-1f	.4	.6
3	21-40	7.5yr6/4	c2d 10yr 5/8 & 6/2	SL	1fsbk/0m	Mfr	-	1vf-24"	.2	.6

CST Name (Please Print)	Signature	CST Number
Daniel Boehnlein	Daniel J. Boehnlein	# 220926
Address: 7428 Devonshire Drive, Cedarburg, WI 53012	Date Evaluation Conducted: 4/9/2026	Telephone Number: 414-581-8546

* Effluent #1 = BOD > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L
* Effluent #2 = BOD, ≤ 30 mg/L and TSS ≤ 30 mg/L

3 Boring # ■ Boring ☐ Pit Ground surface elev. 879.3 ft. Depth to limiting factor 19 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/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR3/3		SL	2fgr	Mfr	GS	3m-2f	.6	1.0
2	9-19	7.5YR4/4		grSCL	2fsbk	Mfr	CW	2f-1f	.4	.6
3	19-32	7.5YR5/4	c2d 10yr 5/8 & 6/2	grSiL	1fsbk/0m	Mfr		1vf-22"	0	.2

4 Boring # ■ Boring ☐ Pit Ground surface elev. 892.38 ft. Depth to limiting factor 16 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/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR3/3		SL	2fgr	Mfr	GS	2m-1f	.6	1.0
2	12-16	7.5YR4/4		medS	0sg	Mfr	CW	1m-1f	.7	1.6
3	16-44	7.5YR6/4	c2d 10yr 5/8 & 6/2	FSL	1fpl/0m	Mfr		1vf-19"	.2	.6

5 Boring # ■ Boring ☐ Pit Ground surface elev. 889.4 ft. Depth to limiting factor 26 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/Ft²	
									*Eff#1	*Eff#2
1	0-15	10YR3/3		SL	2fabk	Mfr	GS	2f-1vf	.6	1.0
2	15-26	7.5YR4/3		SiL	2fabk	Mfr	GS	2vf	.6	.8
3	26-33	7.5YR5/4		SiCL	0m	Mfr	-	1vf-28"	0	0

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

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

6 Boring # ■ Boring ☐ Pit Ground surface elev. 882.94 ft. Depth to limiting factor 23 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/Ft²	
									*Eff#1	*Eff#2
1	0-14	10YR3/3		SL	2fgr	Mfr	CS	2m-1f	.6	1.0
2	14-23	7.5YR5/4		SL	2fsbk	Mfr	GW	2vf	.6	1.0
3	23-29	7.5YR4/4	c2d 10yr 5/8 & 6/2	SCL	1fsbk/0m	Mfr	-	1vf-26"	0	0

7 Boring # ■ Boring ☐ Pit Ground surface elev. 885.32 ft. Depth to limiting factor 27 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/Ft²	
									*Eff#1	*Eff#2
1	0-14	10YR3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	14-27	7.5YR4/3		FSL	2fsbk	Mfr	GW	2f-1vf	.4	.8
3	27-33	7.5YR5/4	c2d 10yr 5/8 & 6/2	SL	1fsbk/0m	Mfr	-	1vf-29"	.2	.6

8 Boring # ■ Boring ☐ Pit Ground surface elev. 881.61 ft. Depth to limiting factor 17 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/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		SiL	2fabk	Mfr	CS	2f-1vf	.6	.8
2	10-17	7.5 4/4		SiL	1fsbk	Mfr	GW	1f-1vf	.4	.6
3	17-25	7.5 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	0.2
			water @25"							

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

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

9 Boring # ■ Boring ☐ Pit Ground surface elev. 876.87 ft. Depth to limiting factor 21 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/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		L	2fabk	Mfr	CS	2m-1f	.6	.8
2	12-21	7.5YR 4/3		SiCL	2fabk	Mfr	GW	2f-1vf	.4	.6
3	21-28	7.5YR 5/4	c2d 10yr 5/8 & 6/2	VFSL	1fsbk/0m	Mfr	-	1vf-24"	.2	.5

10 Boring # ■ Boring ☐ Pit Ground surface elev. 898.76 ft. Depth to limiting factor 19 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/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR 3/3		L	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-19	7.5YR 4/3		SiL	2fsbk	Mfr	GW	1f-1vf	.6	.8
3	19-30	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	.2

11 Boring # ■ Boring ☐ Pit Ground surface elev. 897.73 ft. Depth to limiting factor 18 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/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		L	2fabk	Mfr	CS	2m	.6	.8
2	10-18	7.5YR 4/4		SiCL	2fsbk	Mfr	GW	2f-1vf	.4	.6
3	18-27	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-22"	0	.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

12 Boring # ■ Boring ☐ Pit Ground surface elev. 891.29 ft. Depth to limiting factor 20 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/Ft²	
									*Eff#1	*Eff#2
1	0-11	10YR 3/3		L	2fgr	Mfr	CS	2m-1f	.6	.8
2	11-20	7.5YR 4/3		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	20-31	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-21"	0	.2

13 Boring # ■ Boring ☐ Pit Ground surface elev. 878.04 ft. Depth to limiting factor 15 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/Ft²	
									*Eff#1	*Eff#2
1	0-9	10YR 3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	9-15	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	15-30	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-18"	0	.2

14 Boring # ■ Boring ☐ Pit Ground surface elev. 877.59 ft. Depth to limiting factor 18 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/Ft²	
									*Eff#1	*Eff#2
1	0-10	10YR 3/3		SL	2fgr	Mfr	CS	2m-1f	.6	1.0
2	10-18	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-34	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr		1vf-20"	0	.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

15 Boring # ■ Boring ☐ Pit Ground surface elev. 870.6 ft. Depth to limiting factor 16 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/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		SiL	2fgr	Mfr	CS	2m-1f	.6	.8
2	12-16	7.5YR 4/4		grSCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	16-26	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-17"	0	.2

16 Boring # ■ Boring ☐ Pit Ground surface elev. 873.6 ft. Depth to limiting factor 18 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/Ft²	
									*Eff#1	*Eff#2
1	0-12	10YR 3/3		SiL	2fgr	Mfr	CS	2m-2f	.6	.8
2	12-18	7.5YR 4/4		SCL	2fsbk	Mfr	GW	1f-1vf	.4	.6
3	18-33	7.5YR 5/4	c2d 10yr 5/8 & 6/2	SiL	1fsbk/0m	Mfr	-	1vf-20"	0	.2

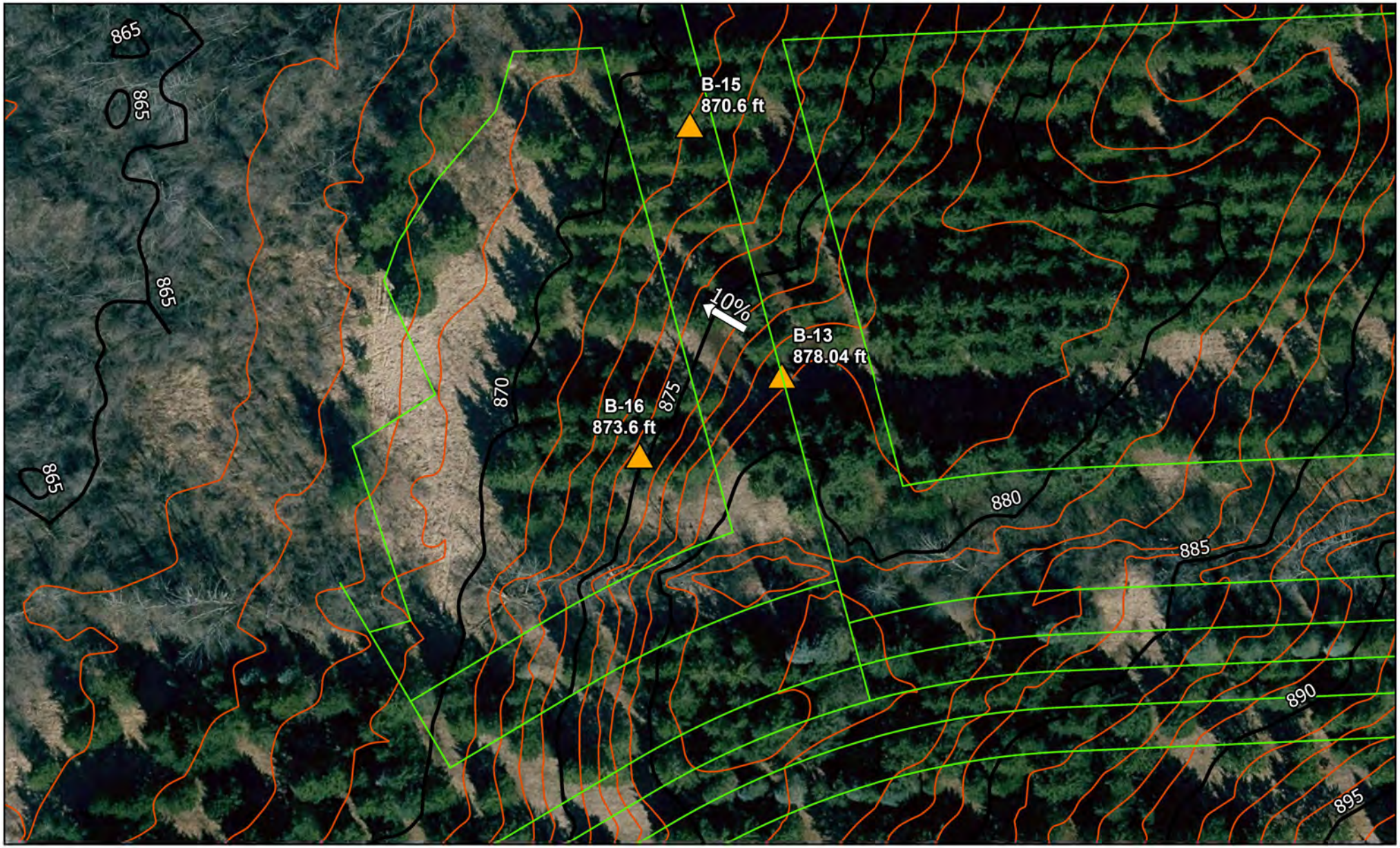
Boring # ☐ Boring ☐ Pit Ground surface elev._____ft. Depth to limiting factor_____in. / elev._____ft.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/Ft²	
									*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

Site Map



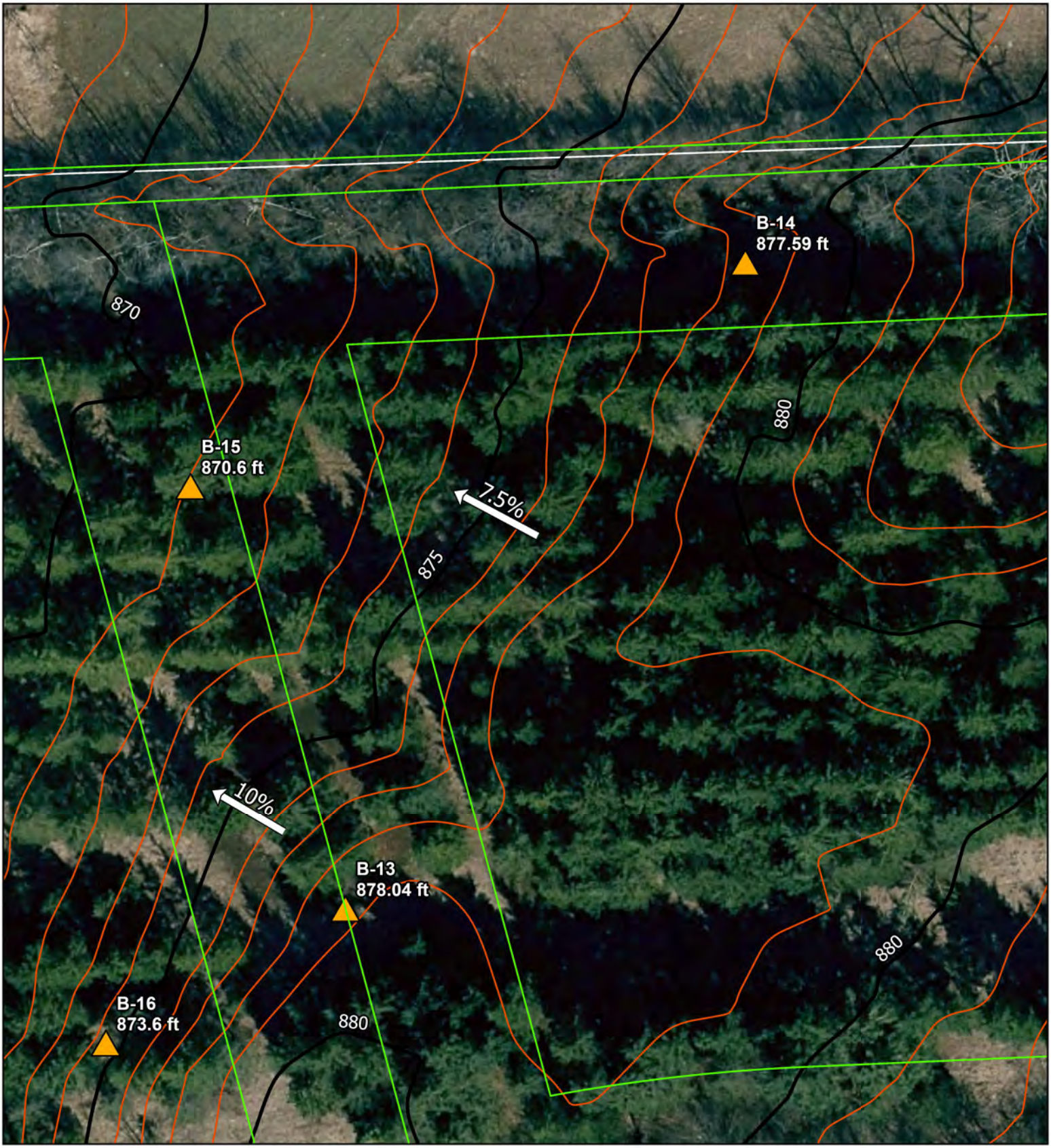
Legend

- Slope Arrow
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 20 40 80 Feet

N W E S

Site Map



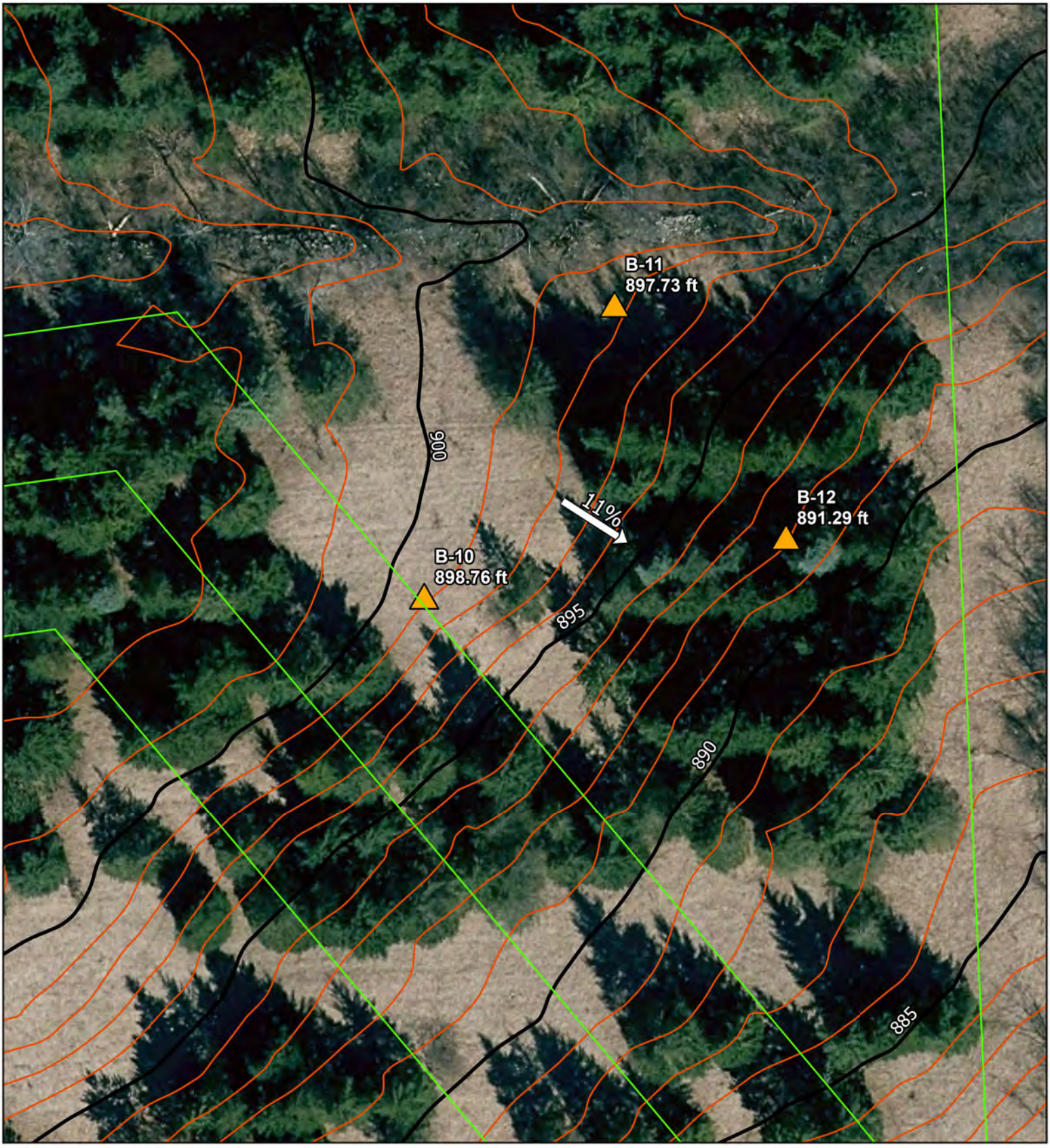
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N
W E
S

Site Map



Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S

Site Map



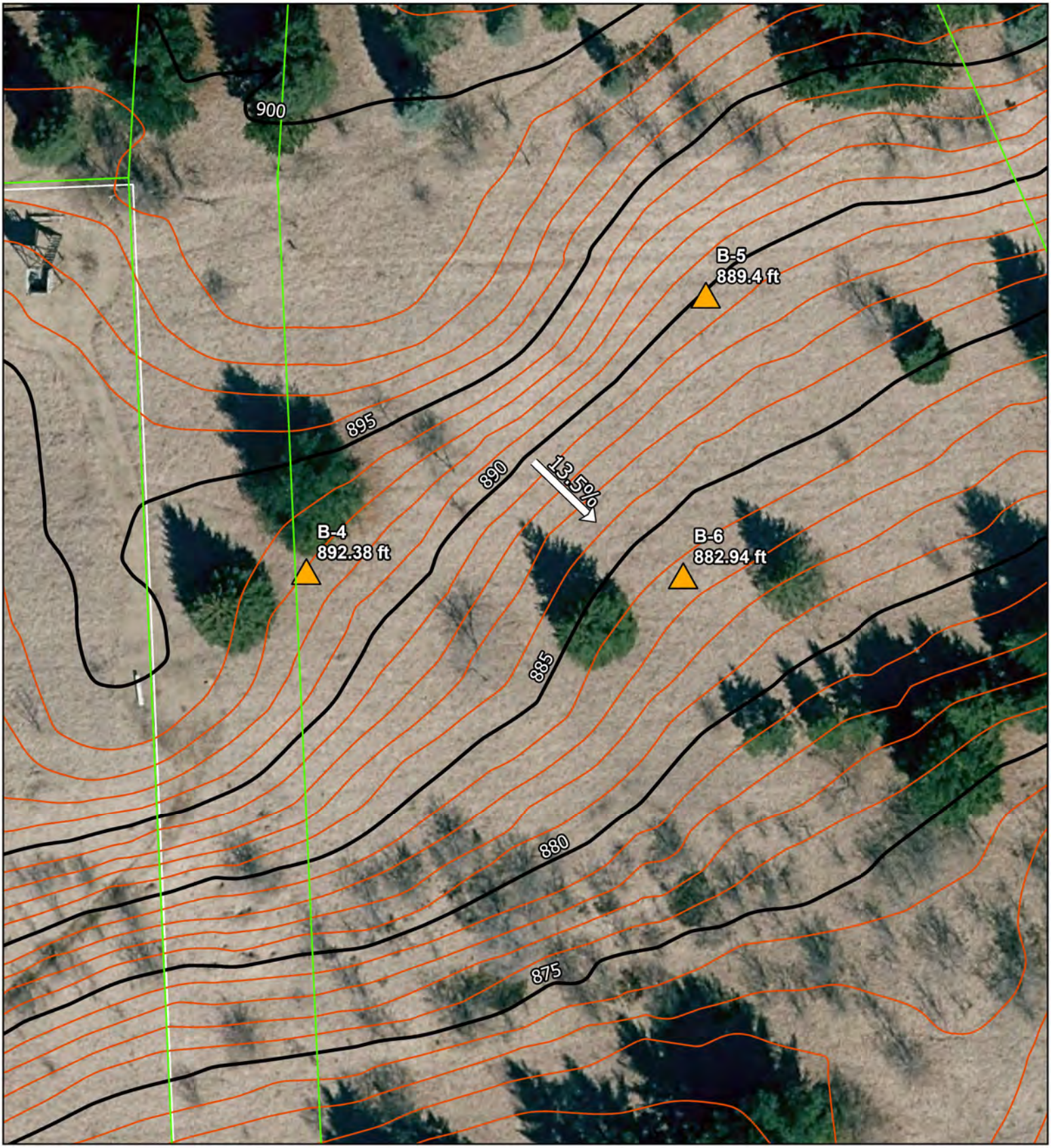
Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S

Site Map

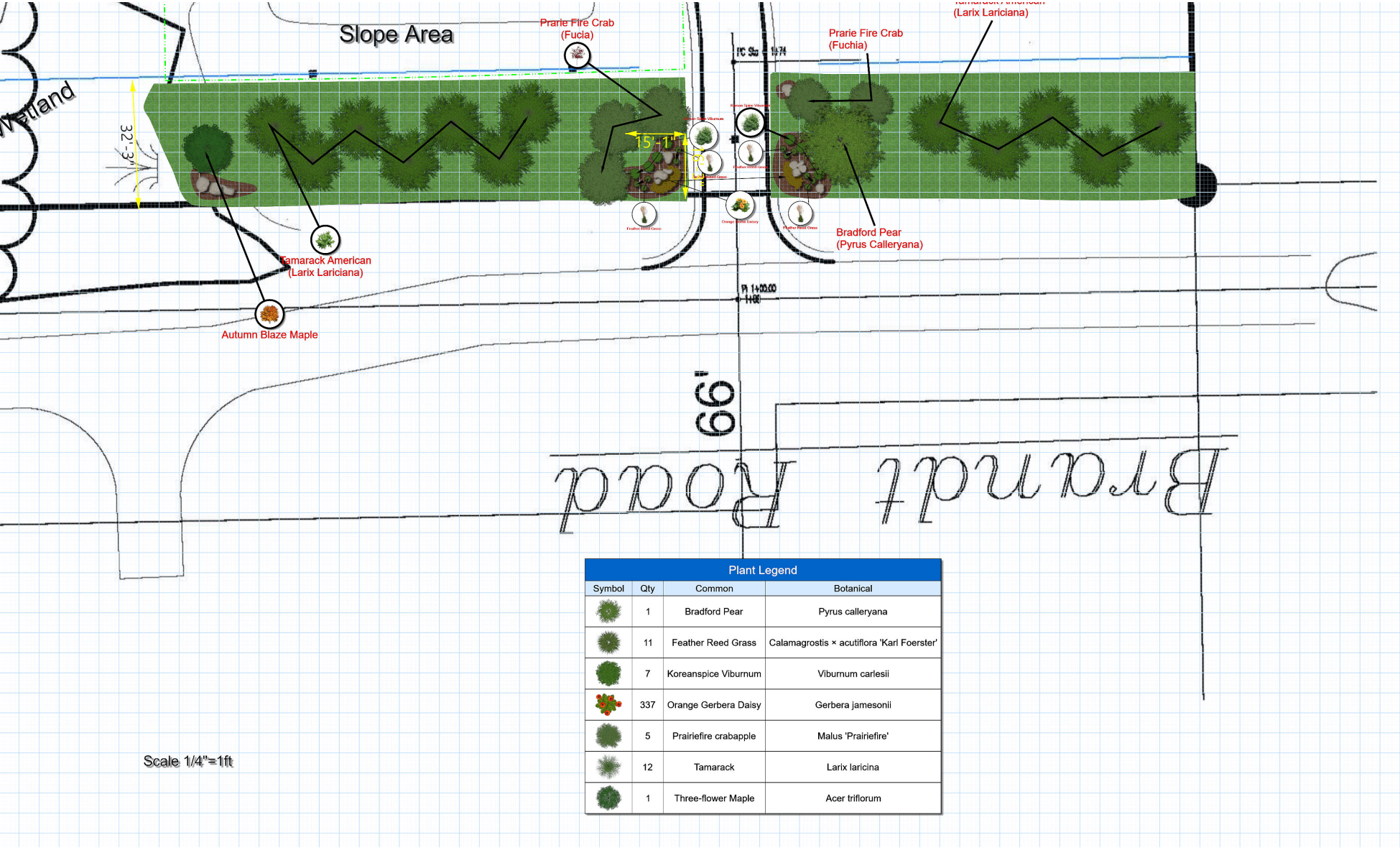


Legend

- Slope Arrow
- Installation Contour
- Soil Borings
- Parcel Lines Shown as White Line
- Index Contour
- Intermediate Contour
- Proposed Parcels

0 10 20 40 Feet

N W E S



Plant Legend			
Symbol	Qty	Common	Botanical
	1	Bradford Pear	Pyrus calleryana
	11	Feather Reed Grass	Calamagrostis × acutiflora 'Karl Foerster'
	7	Koreanspice Viburnum	Viburnum carlesii
	337	Orange Gerbera Daisy	Gerbera jamesonii
	5	Prairiefire crabapple	Malus 'Prairiefire'
	12	Tamarack	Larix laricina
	1	Three-flower Maple	Acer triflorum

Scale 1/4"=1ft







EASEMENT AND PRIVATE DRIVE AGREEMENT

NAME AND RETURN ADDRESS
Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012
Parcel: 03-005-03-002.00

WHEREAS, EBL Joint Venture ("Developer") is the owner of the property described as Lots 1, 2, 3, 4, 5, and 6 of Brandt Highlands Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin, as depicted on Schedule "A" attached hereto, and made a part hereof;

WHEREAS, Lots 1, 2, 3, 4, 5, and 6, of Brandt Highlands Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin may be referred to herein individually as "Lot" and collectively as "Lots";

WHEREAS, Developer desires to create an easement for a private shared driveway over and across the area described as "Private Shared Driveway" on the Plat attached hereto as Schedule A; (hereinafter referred to as "Private Drive");

WHEREAS, Developer intends to assign the rights and obligations for said Private Drive to the Brandt Highlands Homeowner's Association Inc. (hereinafter referred to as "Brandt Highlands HOA") to govern and maintain said Private Drive for the benefit of the owners of the Lots in the Brandt Highlands subdivision.

NOW THEREFORE, the following permanent easement is created and the following restrictions are hereby imposed upon the Lots and lands subject to this Agreement:

1. Grant of Easement

Developer hereby grants an easement ("Easement") for ingress and egress over and across the area depicted as Private Drive on the Final Plat attached hereto as Schedule A for the benefit of the owners of the Lots 1, 2, 3, 4, 5, and 6 of Brandt Highlands Subdivision, their successors and assigns.

2. Purpose of Easement

The Easement shall be used for a Private Drive and utility purposes only. The Private Drive includes the right for owners and utility providers to install, operate, maintain, repair, and replace underground utilities (including but not limited to electric, gas, fiber optic, cable television, and stormwater drainage. The Easement may also be used by police, fire, emergency medical services, and other public vehicles for public services, public safety, emergencies, fires, and similar events. It is intended that the Private Drive shall permit year-round access for vehicles and foot traffic to and from Brandt Road (i.e. the public road).

3. Construction, Maintenance and Repair

Developer shall construct the Private Drive in accordance with the construction plans and specifications approved by the Town Engineer as part of the Subdivision development Agreement between the Town of Cedarburg and Developer. The surface of the Private Drive shall consist of a compacted crushed stone base course with asphaltic pavement binder course, with the upper layer of asphalt to be completed as specified in the Subdivision Development Agreement (with appropriate financial security). Brandt Highlands HOA shall maintain the Private Drive in a useable state of repair. It shall be responsible for the cost of replacement, maintenance, snow removal, repair, upkeep, insurance and other items that may be reasonably necessary. All costs incurred by virtue of the foregoing shall be assessed in accordance with the provisions of the Declaration of Restrictions as established by Brandt Highlands HOA.

4. Arbitration

In the event of any disagreement regarding the foregoing, excluding non-reimbursement, the owners, or either of them, shall request the Chief Judge of Ozaukee County to appoint an arbitrator whose decision shall be binding. Arbitration shall proceed in accordance with the provisions of Chapter 788 of the Wisconsin Statutes. The owners shall equally bear all arbitration costs. If an arbitration is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

5. No Obstruction

No vehicle shall be parked on or within said Private Drive, nor shall any impediment be placed, stored, or maintained thereon. It is the intent that the Private Drive shall remain free and clear to allow the owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off. No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Private Drive.

6. Town Rights

Brandt Highlands HOA, its successors, and any and all future owners of any Lot shall indemnify, save and hold the Town of Cedarburg, its officers, agents and employees harmless from and against any and all claims, causes of action, costs, or damages for personal injury and/or property damages arising out of or related to the use of the Private Drive, or the failure to properly construct, maintain, repair, and/or install the appurtenance thereto. The owners of all Lots benefited by the Private Drive shall be jointly and severally liable and responsible for maintaining the entire length of the Private Drive and to maintain the same in full compliance with the Town of Cedarburg Code of Ordinances ("Town Code") requirements and standards. This Agreement may also be enforceable by the Town of Cedarburg Board of Supervisors ("Town Board"). If the Private Drive is not maintained to the requirements of the Town Code, the owners of the Lots utilizing or benefited by the Private Drive shall be deemed, by the recording of this Agreement, to have petitioned for the creation of a special assessment district by the Town Board to maintain or upgrade the Private Drive within the Easement. Alternately, the Town Board, at its sole discretion and option, but without any obligation to do so, can improve and maintain the Private Drive so that it meets the requirements of the Town Code, and the Town Board can charge and special assess the owners of each Lot who utilize or are benefited by the Private Drive for the reasonable costs of maintenance or improvement thereof, with all such costs secured by either placing a lien on the benefited Lot(s) or by placing the costs on the tax roll for the Lots.

7. Enforcement

The Town Board and Brandt Highlands HOA shall each have the right, but no obligation, to enforce the restrictions and provisions of this Agreement by filing a lawsuit in the Ozaukee County Circuit Court or other court having jurisdiction at the time. Any person who seeks to enforce any provision of this Agreement prevails in court in whole or in part, that person as the prevailing party shall be awarded its, his or her actual attorney fees and costs. In no event, however, shall attorney's fees or costs be assessed against the Town Board.

8. Amendment

No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable writing signed by all of the then-owners of all Lots and also by the Town Board of Supervisors of Cedarburg (or its successor municipality). This Agreement can be amended to add additional restrictions and covenants by the recording of a document signed by Brandt Highlands HOA, so long as any such amendment does not attempt to remove, lessen or negate any of the restrictions contained herein which are based upon Cedarburg Township ordinance requirements or any Township approvals for the Private Drive.

9. Covenants

The Easement and restrictions, terms and conditions of this Agreement shall permanently run with the land described herein and shall bind Brandt Highlands HOA, all future owners of the Lots, their heirs, assigns, and successors, and shall be deemed running with the land. The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions, declarations, and covenants of record binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions, declarations, or covenants of record.

10. Private Drive

The Private Drive covered by this Agreement is private and is not required to be maintained by the Town of Cedarburg. No public funds of the Town of Cedarburg shall be used to build, repair or maintain such driveway.

11. Indemnity and Hold Harmless

All Lot owners agree to indemnify and hold the other owner(s) harmless from and against any and all liability, lawsuits, actions, claims, costs, damages and expenses of every kind and description, including court costs and attorney 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 legal use of the Private Drive by any permitted user.

12. Non-use

Any non-use or limited use of the Private Drive or rights granted in this Agreement shall not prevent a Lot owner from later use of the Private Drive or rights to the fullest extent authorized in this Agreement.

13. Governing Law

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

14. 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, approved by the Town Board, and duly recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.

15. 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.

16. No Public Dedication

Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement property granted under this Agreement to the general public or for any public purpose whatsoever.

This easement shall bind the successors and assigns of all parties named.

IN WITNESS WHEREOF, this instrument has been signed and sealed this 24th day of June, 2026.

EBL JOINT VENTURE, DEVELOPER

Donald A. Levy

By: Donald A Levy, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 24th day of June, 2026, the above-named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* Brenda Wirth
Notary Public, State of Wisconsin
My commission: 4/11/29

BRENDA WIRTH NOTARY PUBLIC STATE OF WISCONSIN

BRANDT HIGHLANDS
HOMEOWNER'S ASSOCIATION, INC.

By: Donald A. Levy, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OZAUKEE)

Personally came before me this 24 day of June, 2026, the above-named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* Brenda Wirth
Notary Public, State of Wisconsin
My commission: 4/11/29

BRENDA WIRTH NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Attorney Donald A. Levy, Levy & Levy S.C.
N61 W6048 Columbia Road
Cedarburg, Wisconsin 53012
(262) 377-5555

DECLARATION OF RESTRICTIONS AND ESTABLISHMENT OF BRANDT HIGHLANDS HOME OWNER'S ASSOCIATION INC.

WHEREAS, EBL JOINT VENTURE, referred to as Developer, is the owner of certain lands in the Town of Cedarburg, Ozaukee County, Wisconsin to-wit: containing approximately 24.474 acres, all of which land is depicted and described on Schedule A attached hereto and incorporated by reference herein, and

WHEREAS, Developer is in the process of developing and platting the subject real property to a residential community and contemplates subdividing such property into six (6) individual, quality, single-family residential lots. The general purpose of this Declaration of Restrictions and Establishment of the Brandt Highlands Homeowner's Association Inc. is to manage and maintain the private driveway and stormwater easement area and to promote the harmonious development of Brandt Highlands into a residential community of the highest quality while protecting, preserving and honoring the unique beauty and quality of the environment. Brandt Highlands will become and remain an attractive subdivision, to preserve the wildlife, plants, and wetlands and to ensure the most exclusive privacy of each home site, to protect against the erection of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to ensure the highest and most appealing residential development of the property, to encourage and secure the erection of attractive homes; utilizing the most optimal locations on home sites to promote seclusion and privacy, to prevent haphazard and inharmonious improvement of building sites; to secure and maintain adequate privacy and free spaces between homes, and in general, to provide for a high quality of improvement while being mindful and sensitive to protecting and preserving the natural environment of Brandt Highlands and thereby maintaining and enhancing the values of investments made by purchasers of the lots.

NAME AND RETURN ADDRESS
Attorney Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012

NOW THEREFORE, the Developer hereby declares that the real estate described above as Brandt highlands shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

1. **DEFINITION OF TERMS**.
   (a) "Architectural Control Committee" shall mean the officers of the Association appointed or elected in accordance with Section 21 of this Declaration who shall serve as members of the Architectural Control Committee.
   (b) "Association" shall mean the Brandt Highlands Home Owner's Association Inc., a non-profit, non-stock homeowner's association, which is created under this Declaration.
   (c) "attached" shall mean incorporated into the primary dwelling structure with at least one common wall.
   (d) "cars" shall mean standard size automobiles.
   (e) "Developer" shall mean EBL Joint Venture, as well as any successor to EBL Joint Venture.
   (f) "family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping unit

(g) "Lot" shall mean any Lot as described on the Plat of Brandt Highlands.
(h) "Parcel" shall mean each individual parcel as described on the Plat of Brandt Highlands recorded in the office of the Register of Deeds of Ozaukee County.
(i) "structure" shall mean and include, but not to be limited to, buildings, walls, fences, swimming pools, tennis courts, playground equipment, metal storage sheds, rubbish burners and any other similar items, the construction of which may not necessarily require a building permit.
(j) "subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Town of Cedarburg.
(k) "private driveway" shall remain the private drive driveway serving the individual lots in Brandt Highlands.
(l) "Town" shall mean the Town of Cedarburg, a municipal corporation.

2. **LAND USE AND BUILDING TYPE:**

A. No part or parcel of the premises shall be used for any purpose except for single family residential purposes. No structure shall hereafter be erected, moved or placed on any part or parcel other than a residential dwelling not to exceed two (2 1/2) stories in height on the front elevation, with an attached private garage for at least two (2) cars, and for not more than four (4) cars, (a four car garage may be no wider than a three (3) car garage with one parking bay two (2) cars deep or two (2) cars wide and two (2) cars deep) and other outbuildings incidental to the residential use of the premises. Approval of a four car garage will be granted by Architecural Control Committee on a case by case basis.

Only one single family residence may be constructed on each Lot. No garage, tent, or other improvement (except for the single family residence) shall be used for temporary or permanent living or sleeping for any person, including without limitation, family or guests, without the prior approval of the Architectural Control Committee, which may be granted or withheld in the Architectural Control Committee's sole discretion.

Each Lot owner shall maintain and repair his/her Lot, including without limitation, all open spaces and all front, side, and rear yards, so that the Lot is at all times in good condition and repair and neat in appearance when viewed from any street or other Lot and, if not properly maintained and repaired, the Association may perform such maintenance, repairs and replacements as it deems necessary or appropriate and charge the costs thereof to the Lot owner and levy a Special Assessment for such costs against the Lot.

B. No existing dwelling or other structure heretofore erected and situated upon land outside of the subdivison may be moved onto any parcel of land within this subdivison without the written permission of the Architectural Control Committee as hereinafter designated.

3. **PLANS AND SPECIFICATIONS.** No buildings, main or accessory, fence, wall or other strcuture shall be erected, placed or altered on any parcel until the construction plans and specifications, and a plan showing the location of the proposed structure (collectively, the "Building Plans") shall have been approved by the Architectural Control Committee as to employment and quality of materials, harmony of exterior design with existing structures, as to the effect on the general aesthetics of the area, and as to location with respect to topography, grading, drainage, and finish grading elevations. All plans and specifications shall be drawn by a licensed, professional engineer, architect or other professional or shall be in proper form so as to enable the Architectural Control Committee to ensure compliance with the terms of this Declaration of Restrictions. The Architectural Control Committee shall be provided with an adequate grading plan and erosion

control plan showing existing and proposed slopes, grades, drainage, and drainage patterns. Approval shall be as provided in section 7(E) hereof. The Architectural Control Committee may require a drainage design and pattern that will not necessarily follow property boundaries but will be designed to facilitate the overall drainage of Brandt Highlands and all subsequent phases of the subdivision.

4. **BUILDING SIZE AND TYPE**. Dwellings erected in said Brandt Highlands shall be single family residences and contain no less than the following schedule of area at first floor level, at perimeter of base, exclusive of porches, garages, bays, patios, breezeways, etc., that is to say: A.) Not less than two thousand two hundred (2,200) square feet in the case of a one story dwelling; B.) Not less than one thousand, three hundred (1,300) square feet in the case of a two story dwelling, or one and one-half story dwelling on the first floor level, and a total minimum of two thousand two hundred (2,400) square feet in the residence; and C.) split-level homes allowed only upon individual review and approval by the Architectural Control Committee. The square footage requirements may be reduced by a maximum of of Fifteen Percent (15%) upon majority approval by the Architectural Control Committee. Garage door(s), soffits, fascia, and cladding on windows may be man-made materials subject to Architectural Control Committee approval. All other exterior siding or facing must consist of brick, stone, or beveled cedar siding. Cedar shingles are not allowed except in gables and with Architectural Control Committee approval. Horizontally applied fiber cement siding or LP siding and trim with wood grain look, and Miratec textured treated exterior composite or "Real Trim" or equivalent for trim is also allowed. As an exception to the above siding requirements, aluminum, vinyl or steel siding may be used if 20% of the siding area on the front elevation (excluding doors and windows in the calculations) of home is brick stone or cultured stone. Other materials may also be approved on a case by case basis with the approval of the Architectural Control Committee; it being anticipated that new materials will be available in the future. D.) Various houses constructed within Brandt Highlands shall not be limited to a single architectural style. Building plans for each home shall be subject to review by the Architectural Control Committee to confirm, in addition to any other items referred to in these restrictions, that each portion of the home will exhibit uniform architectural style and material at all elevations. The Architectural Control Committee shall further review the plans for each home in Brandt Highlands for uniformity and authenticity of architectural style. The Architectural Control Committee shall have the authority to require modifications to plans for homes to be constructed in Brandt Highlands to ensure compliance with the terms of this article as well as any other requirements of these restrictions.

5. **MAINTENANCE OF ROADWAY AND ADJOINING PROPERTY**. It shall be the responsibility of each Lot owner to repair any damage to and remove any debris from the private driveway of said subdivison caused by the owner's general contractor or subcontractors. Each Lot buyer must use only their Lot for construction purposes; any damage to adjoining Lots by construction trucks or equipment will be charged to Lot buyer. Contractors are not permitted to trespass on adjoining property.

6. **NUISANCE**. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No noxious odors shall be permitted to escape from any home, Lot or building site and no activity which is, or may become a nuisance or which creates unusually loud sounds or noises shall be permitted on any home, Lot or building site. Trash, garbage or other wastes shall not be kept except in a sanitary container which shall be properly screened from public view

7. **BUILDING COMPLETION AND GRADING, LANDSCAPING: TEMPORARY STRUCTURES.**

A. **STRUCTURE COMPLETION.** No structure shall remain uncompleted for more than one year from the date of commencement of construction. Within three months of the date of completion or occupancy, whichever is earlier, the exterior of the building shall be sealed, stained, or painted.

B. **ROUGH GRADING.** Rough grading of the surface of any parcel of land in said Brandt Highlands, upon which any building shall be constructed, shall be completed before said building may be occupied, except that in the case of construction commenced after September 1st, rough grading must be completed within forty (40) days after ground has thawed or prior to occupancy, whichever is later, unless extended in writing by developer.

C. **FINE GRADING AND LANDSCAPING.** Within one year from date of completion or occupancy, whichever occurs first, of any building on a Lot within Brandt Highlands, the surface of such Lot shall be finally graded to meet master grade requirements, and the lawn area of such Lot shall be seeded or sodded by the Lot owner all in accordance with the approved landscape plan, at his/her expense.

D. **LANDSCAPE PLAN.** A landscape plan prepared by a qualified person or firm showing the proposed landscape plansubdivison of the entire Lot shall be submitted to the Architectural Control Committee for written approval at the same time as the Building Plan. Written approval by the Architectural Control Committee must be obtained before commencement of landscape improvements. Arrangements shall be made for adequate surface drainage so the runoff water does not cause a problem for adjoining Lots or their driveway.Each Lot owner shalll provide for grass seeding or sodding in accordance with the approved landscape plan. Notwithstanding anything herein to the contrary, the Architectural Control Committeemay grant variances, in writing, to professional builders who are building for sale and not under contract.

E. **OUTBUILDINGS, OTHER STRUCTURES AND TEMPORARY STRUCTURES.** Outbuildings, whether of a temporary or permanent nature, shall be approved by the Architectural Control Committee and shall be consistent with the design and materials of the principal structure. No structure of a temporary character (including by way of description and not by way of limitation, trailer, basement, tent, shack, storage shed, garage, barn or other outbuilding) shall be placed on or used on any parcel within said Brand Highlands at any time without the plans, specifications and location therefor having been first submitted to and approved in writing by the Architectural Control Committee. In the event that the Architectural Control Committee does not approve or disapprove the plans and specifications referred to in this paragraph in writing within forty-five (45) days following receipt thereof, the said plans and specifications shall be deemed to have been disapproved by the Architectural Control Committee.

8. **OUTSIDE STORAGE.** Personal property shall not be stored outside on premises.

A. **RECREATIONAL ITEMS.** Boats, snowmobiles, motorcycles, all-terrain vehicles, recreational vehicles, trailers or other items of personally shall not be stored outside on the premises.

B. **COMMERCIAL VEHICLES.** The outside storage or parking of commercial vehicles is expressly prohibited and any such vehicle shall be housed in a garage.

C. **MECHANICAL EQUIPMENT**. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be

shielded in such a manner as to minimize noise and safety concerns and shall be approved by the Architectural Control Committee.

9. **EASEMENTS**. No permanent building or structure shall occupy any of the area dedicated upon the plat for utility or driveway easements. Plantings within the utility easement are subject to removal upon determination of utility holding easement rights. All drainage easements may not be filled or elevation changed.

10. **ANTENNA, SATELLITE DISHES, SOLAR COLLECTORS.** No external television antenna or similar aerial collectors shall be erected or installed in Brandt Highlands without the prior approval of the Architectural Control Committee. No satellite dishes larger than 36 inches in diameter will be allowed. Any larger satellite dish, any additional satellite dishes and the location of any satellite dishes shall require the approval of the Architectural Control Committee.

11. **DRIVEWAYS**. Each Lot shall be improved by the Lot owner with a traffic bond driveway extending from the gravel edge of the private driveway to the garage and shall conform to Town of Cedarburg standards and the cost shall be borne solely by the owners of ech Lots. Within two years from the date of occupancy the approach between the Lot line and the private driveway shall be paved with asphalt. Notwithstanding the foregoing, a Lot owner may use other materials such as asphalt, concrete or stamped concrete or paving store or brick for decorative purposes on the driveway, if approved in advance by the Architectural Control Committee. A plot plan showing the location of the driveway shall be submitted to the Architectural Control Committee for its prior approval.

12. **MAINTENANCE**. Each owner of a parcel shall maintain, at his own expense, buildings, improvements and landscaping in good repair and a clean condition, including without limitation, the mowing of lawns, trimming of plants, re-painting and repair of structures, repairing of driveway and walk surfaces and such other measures so as to maintain a clean and orderly environment among the parcels subject to this Declaration, and in accordance with the declared general purposes of the Declarations. There shall be no brush piles, trash or unnatural accumulations of debris stored, accumulated or located on the parcels herein before described. In the event a Lot owner fails to mow and maintain his property, the Architectural Control Committee may cause such maintenance to be performed and charges therefore shall be a lien against the property in favor of the Association or its assigns.

13. **ACTIVITY SALES**. No more than one (1) garage, rummage or similar sale shall be conducted on any Lot in any one (1) twelve (12) month period and the duration thereof shall not exceed three (3) days.

14. **SIGNS**. No sign of any kind shall be displayed to the public view on any Lot except two professional signs of not more than a total area of two (2) square feet each, or one sign of not more than a total area of six (6) square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten (10) feet from any side or rear Lot lines.

15. **UNDERGROUND WIRING**. Any telephone, electrical, cable or other utility wiring installed in, on or about subject premises, shall be installed underground only.

16. **ROOFING MATERIALS AND ROOF PITCH**. All roofs installed on a principle structure or garage shall consist of wood, steel, tile or three dimensional asphalt or fiberglass shingles. Dimensional

shingles must be approved by the Architectural Control Committee. Minimum roof pitch for the main portion of the home and garage shall be 8 foot vertical to 12 foot horizontial. A lesser pitch may be allowed on the rear of a home by the Architectural Control Committee on a case by case basis.

17. **LOT MAINTENANCE PRIOR TO CONSTRUCTION**. Lot owners shall be responsible to maintain their property in a reasonably neat appearance prior to the commencement of construction. If the Architectural Control Committee determines, in its sole discretion, that such maintenance is not being performed the Architectural Control Committee may cause such maintenance to be performed and the Lot owner shall be liable for the cost of such maintenance.

18. **FENCES AND OUTBUILDINGS**. Fences and outbuildings shall require prior approval of the Architectural Control Committee. The design, location, construction materials and size and height of fences and outbuildings shall be considered and the Architectural Control Committee may grant or withhold their approval of the same in their sole discretion.

19. **REZONED, SUBDIVIDED OR DIVIDED.** No portion of Brandt Highlands shall be rezoned, subdivided, or divided without the written consent of the Architectural Control Committee.

20. **PRIVATE DRIVEWAY.** The Developer has caused to be conveyed to the Assocation, the private driveway and stormwater easement area shown on Schedule "A". The Assocation shall be resonsible for the repair, maintenance, upkeep and replacement of said the private driveway and stormwater easement consistent with good practice and in compliance with the attached Private Driveway Agreement. Any costs so incurred shall be the responsibility of the Assocation, including any special assessments as provided herein.

21. **HOME OWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

A. **ESTABLISHMENT OF ASSOCIATION.** The Developer shall cause the Assocation to be established as a Wisconsin non-profit corporation with the Wisconsin Department of Financial Institutions.

B. **MEMBERSHIP.** Every Lot owner within Brandt Highlands shall be entitled, required, and deemed to be a member of the Association and shall be entitled to all the rights and privileges and subject to all of the obligations associated with such membership. If title to a Lot is held by more than one person, each of the persons shall be members; however, each Lot shall be entitled to one vote only. An owner of more than one Lot shall be entitled to one membership for each Lot owned by him/her. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of this Lot. No person or entity other than an owner or the Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a lien on a Lot.

C. **DEVELOPER CONTROL.** Until sixty (60) days after all Lots have been conveyed to purchasers by Developer, the Developer or persons authorized by it may appoint and remove the members of the board of directors and the officers of the Association and exercise the powers and responsibilities otherwise assigned by this Declaration of Restrictions to the Association and its officers.

D. **MEMBERSHIP ELECTION OF BOARD.** There shall be no formal meetings of the Association until such time as the Declarant's control of the Association, Board of Directors of the Association and the Architectural Control Committee has been terminated in accordance with these Deed Restrictions and the bylaws of the Association, except as otherwise determined by the Developer or if requested by the owners of one fourth or more of the votes entitled to be cast by the membership of the Association. Thereafter, not later than sixty (60) days after expiration of any period of control by the Developer, the members of the Association shall meet and Lot owners shall elect all members of the board of directors of the Association. Said board of directors shall also constitute the Architectural Control Committee. The corporation shall have a President, Vice-President, Secretary and Treasurer whose duties and/or responsibilities shall be consistent with their respective offices. The officers and directors may constitute the Architectural Control Committee.

E. **VOTING BY MEMBERS.** The members of the Association shall be all Lot owners including the Developer and they shall be entitled to one vote for each Lot owned. The vote for each Lot shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote.

F. **NOTICES OF AND QUORUMS FOR MEETINGS.** Written notice of meetings of the members of the Association shall be mailed to members at their homes not less than 10 days, but not more than 30 days prior to meetings of the membership. A quorum shall be a majority of the membership; provided, however, in the event such majority is not in attendance at such meeting at the time stated in the notice of the meeting for the meeting to commence, the meeting may be adjourned for up to one hour. If at that time a majority of the membership is not in attendance, the members in attendance shall be deemed to constitute a quorum and all actions taken at such meeting shall be effective and binding upon the Association and all members of the Association, provided that all other procedures comply with the organizational documents of the Association and any applicable law .

G. **COVENANT FOR ASSESSMENTS**. The Developer, for each Lot owned by it, hereby covenants, and each owner of any Lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association such sums as may be properly assessed for the purposes provided in this Declaration of Restrictions if required to fulfill its obligations under this Declaration of Restrictions.

The assessments levied by the Association shall be used exclusively to pay for the maintenance of the Association maintained private driveway and the stormwater easement area.

The board of directors of the Association shall fix the annual assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of taking any action as authorized under the above paragraph shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than thirty (30) days in advance of the meeting. For so long as the Developer owns any Lots, in Brandt Highlands subdivision, the Developer shall solely determine the amount of the assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis.

The first annual assessment for a Lot shall be payable at closing of the initial purchase of a Lot from the Developer. The board of directors shall fix the amount of the annual assessment against each unit at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

All sums assessed to any Lot pursuant to this paragraph together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association.To evidence a lien for sums assessed pursuant to this paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Lot and a description of the Lot. Such a notice shall be signed by an officer of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin, within two years after the assessment becomes due. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner as mortgages on real property are foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

A release of lien shall be executed by the Association and recorded in Ozaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amounts secured by the lien created by this paragraph, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Any assessment not paid within 15 days after the due date shall bear interest from the due date at such rate as may from time to time be fixed by the Association but in no event at a rate greater than permitted by law. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

A Lot owner shall have no right to vote at any meeting of the Association during all the time that an assessment against his Lot is unpaid for more than 15 days.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any unit shall not affect the assessment lien. The sale of a unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments upon confirmation of the foreclosure sale and final

distribution of all of the proceeds of the sale. As to payments which became due prior to the date of such sale, such unpaid assessments shall be deemed to be common expenses collectible from all of the Lot owners other than the foreclosure sale purchaser, his successor and assigns. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

H. **RELATION TO BYLAWS.** The provisions of this paragraph may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

22. **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.** The Association, subject to the rights of the owners set forth in this Declaration of Restrictions, shall be responsible for the inspection, rebuilding, replacing, maintenance, upkeep, construction, improvement and snow plowing of the private driveway and stormwater easement area, including the subdivision signs and such other matters pertaining to any improvements within the subdivision as the board of directors shall determine. The Association may obtain and pay for the services of any person or entity to carry out the maintenance responsibilities described herein.

23. **ARCHITECTURAL CONTROL COMMITTEE**

A. **MEMBERSHIP**. So long as the Developer owns any Lots in Brandt Highlands, the Developer shall solely determine the amount of assessment of any of the Lots in the area commonly known as Brandt Highlands and including all phases of said subdivision, the authority and functions of the Architectural Control Committee shall be lodged in and exercised by the Developer. At such time as the Developer no longer owns any of said land, the Architectural Control Committee shall consist of three (3) Lot owners elected by the membership with the owner(s) of each Lot getting one vote per Lot. Members of the committee shall serve for three (3) years or until their successors have been duly elected. Due notice of the election of such successors shall be filed in the office of the Register of Deeds for Ozaukee County.

B. **PROCEDURES AND JURISDICTION ON MATTERS COMING BEFORE THE ARCHITECTURAL CONTROL COMMITTEE**. The vote of the majority of the members of the Architectural Control Committee shall be the controlling vote and shall be construed to be the vote of the entire committee. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within sixty (60) days after three (3) identical sets of plans and specifications have been submitted to it, approval will be deemed to have been obtained insofar as herein required by Section 4 hereof only; all other provisions of these restrictions to have full force and effect. Action by said committee shall be final and conclusive as to persons then or thereafter owning lands in said subdivison. The Architectural Control Committee shall have exclusive jurisdiction to determine whether the area requirements of a one-story building or a two-story building apply to a particular proposed structure and shall likewise have the power, in its exclusive judgment and discretion to reduce the foregoing minimum requirements as to area, at finish grade elevation by not more than fifteen percent (15%) of the area hereinbefore specified. Any such action by such committee shall be final and conclusive.

24. **SPECIAL BUILDING LIMITS FOR ALL LOTS**. The boundaries of building envelope for all Lots in Brandt Highlands are shown on the final plat. These boundaries define the outer limits that are permitted for construction of a house. In the event the developer determines such limits are appropriate for subsequent phases of the subdivision and denotes such limits on the plats for those phases, such limits shall be similarly binding upon the owners of those Lots.

25. **FILLING RESTRICTIONS**. All Lot owners are required to cause the grading on their Lot to comply with the master site grading plan which is on file with the Town of Cedarburg. There shall be no filling within preserved woodlands or on steep slopes.

26. **CONSTRUCTION DEPOSIT**. At the time of closing on a lot, a construction deposit in the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) ("Construction Deposit") shall be collected from the buyer and held in an escrow account by seller. This Construction Deposit is required to assure compliance with the terms and conditions of the Deed Restrictions, particularly those which deal with contractor cleanup, lawn damage, damage to street curbs, gutters or sidewalks, and that the lot owner and its contractors will take adequate measures to protect the street trees during the construction and landscape process. In the event the owner is unable to obtain compliance of its contractors rendering cleanup, installation, repair or replacement necessary by the seller, such costs will be deducted from the Construction Deposit. In the event no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the owner upon completion and first occupancy of the residence or after all landscaping, including retaining walls, is completed, whichever is later, within thirty (30) days of owner's written request.

27. **DURATION AND ENFORCEMENT**

A. The restrictions herein contained shall be deemed to be covenants running with the land and shall be binding on all parties and persons having an interest in the land affected hereby for a period of twenty-five (25) years from the date this Declaration of Restrictions shall be recorded, after which time this Declaration of Restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of a majority of Lots has been recorded changing said covenants in whole or in part or reducing the term. The restrictions and covenants herein contained may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same.

B. The following persons shall have authority to maintain an action for enforcement of these restrictions and covenants:

1. The Developer, so long as the Developer shall own any Lots or parcels within the subject subdivision or immediately adjacent thereto;

2. The Architectural Control Committee;

3. Any owner of a Lot or parcel in the subject subdivision affected by an alleged violation of these restrictions and covenants.

C. No action shall be commenced to enforce such restrictions or restrain the violation thereof unless such action is commenced within two (2) years after the completion of the building complained of, within two (2) years after the commencement of regulated or prohibited activity, or within two (2) years after the alotted time limit to complete the improvement. Invalidity of any of the covenants or restrictions herein contained by any judgment or court order shall in no way affect any of the provisions herein contained which shall remain in full force and effect. Except the Developer, any person determined to have violated these restrictions and covenants shall be liable for all costs of enforcement, including reasonable, actual attorney fees to the person or persons incurring same.

28. **LOCAL ORDINANCES**. All Lots shall be subject to all statutes, ordinances, zoning laws and other restrictions of the Town of Cedarburg, U.S. Army Corps of Engineers, Ozaukee County and the State of Wisconsin applicable thereto. In the event of any conflict between these restrictions and any statutes, ordinances or municipal regulations, compliance with the more restrictive provisions shall be required.

29. **FAILURE TO ENFORCE NOT WAIVER.** Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default violation.

30. **RIGHT TO ENTER.** The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and if the Association so elects under this Declaration for the Purpose of performing obligations hereunder on behalf of a party in default hereof.

31. **RIGHT TO VARY.** The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

32. **LIABILITY OF DEVELOPER.** Each lot owner acknowledges and agrees that the Developer, in its capacity as the Developer of the Subdivision and in its capacity in controlling the Association and the Architectural Control Committee prior to Developer's turnover of control of the Association and the Architectural Control Committee to the Lot Owners, shall have no liability for any decisions made by it so long as such decisions are made reasonable and made in good faith and do not violate any laws. Once the Developer has turned over control of the Association and Architectural Control Committee to the Lot owners, the Developer shall hereafter have no liability whatsoever for any actions taken or not taken by the Association or the Architectural Control Committee. In no event shall Developer be liable for any costs, damages, expenses, fees, fines or losses incurred by or on behalf of the Association, the Architectural Control Committee or the Lot owners or for any damages shortfalls or losses Architectural Control Committee incurred or realized by or on behalf of the Lot owners or for any deficits or shortfalls incurred or realized by or on behalf of the Association, the Architectural Control Committee or the Lot owners in connection with the Subdivision or this Declaration

33. **SEVERABILITY**. The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition or provision of this Declaration, all of which shall remain in full force and effect.

34. **AMENDMENT**. Any of foregoing restrictions' protections, covenants, charges or provisions may be annulled, waived, changed modified, or amended at any time by written declaration setting forth such annulment, waiver, change, modification or amendment, executed by the owners of at least sixty percent (60%) of the Lots and with the consent of the Developer as long as the Developer shall own any of the land in said subdivison.

35. **INTERPRETATION.** This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned has executed this agreement this 2nd day of June, 2026.

EBL JOINT VENTURE

BY: Donald A Levy
Donald A. Levy , Manager

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

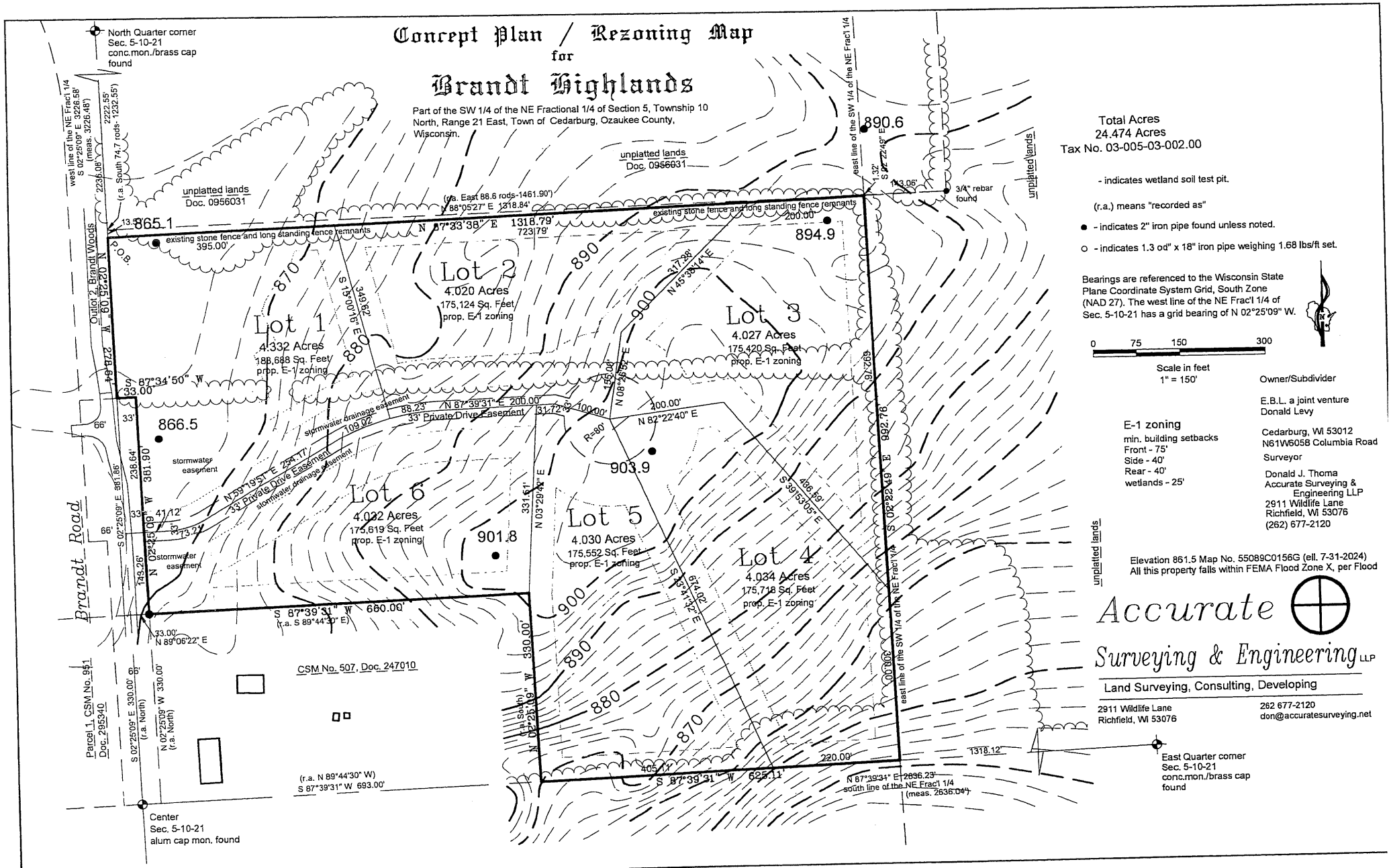
Personally came before me this 2nd day of June, 2026, the above named Donald A. Levy, to me known to be the person who executed the foregoing instrument and acknowledged the same.

HEATHER M. KELLER NOTARY PUBLIC STATE OF WISCONSIN

Heather M. Keller
Heather M. Keller
Notary Public, State of Wisconsin
My commission: 11/14/2027

This instrument was drafted by
Attorney Donald A. Levy
Levy & Levy S.C.
N61 W6058 Columbia Road
Cedarburg, WI 53012
(262) 377-5555

SCHEDULE A


Concept Plan / Rezoning Map
for
Brandt Highlands
Part of the SW 1/4 of the NE Fractional 1/4 of Section 5, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin.
North Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
unplatted lands
Doc. 0956031
existing stone fence and long standing fence remnants
N 87°33'38" E 1318.79'
723.79'
200.00'
395.00'
Lot 1
4.332 Acres
188,688 Sq. Feet
prop. E-1 zoning
Lot 2
4.020 Acres
175,124 Sq. Feet
prop. E-1 zoning
Lot 3
4.027 Acres
175,420 Sq. Feet
prop. E-1 zoning
Lot 4
4.034 Acres
175,718 Sq. Feet
prop. E-1 zoning
Lot 5
4.030 Acres
175,552 Sq. Feet
prop. E-1 zoning
Lot 6
4.032 Acres
175,619 Sq. Feet
prop. E-1 zoning
865.1
890.6
894.9
866.5
903.9
901.8
Outlot 2, Brandt Woods
S 02°25'09" E 2722.64'
N 87°34'50" W
33.00'
33' Private Drive Easement
stormwater drainage easement
109.02'
N 87°39'31" E 200.00'
88.23'
31.72'
100.00'
N 82°22'40" E
200.00'
R=80'
N 08°38'52" E
135.00'
317.38'
N 45°38'14" E
S 15°00'15" E
349.62'
S 39°53'05" E
496.69'
S 02°22'49" E
992.76'
674.02'
S 43°41'32" E
N 03°29'44" E
331.61'
N 02°25'09" W
361.90'
236.64'
41.12'
143.26'
13.27'
S 02°25'09" E 361.86'
Brandt Road
stormwater easement
Ostormwater easement
S 87°39'31" W 660.00'
(r.a. S 89°44'30" E)
33.00'
N 89°06'22" E
330.00'
N 02°25'09" W
S 87°39'31" W 625.11'
405.11'
220.00'
1318.12'
N 87°39'31" E 2636.23'
south line of the NE Frac'l 1/4
(meas. 2636.04')
east line of the SW 1/4 of the NE Frac'l 1/4
S 02°22'49" E
1.32'
143.06'
3/4" rebar found
east line of the NE Frac'l 1/4
S 02°25'09" E 3226.58'
(meas. 3226.48')
2222.55'
(r.a. South 74.7 rods- 1232.55')
2236.08'
(r.a. East 88.6 rods-1461.90')
N 88°05'27" E 1318.84'
unplatted lands
Doc. 0956031
unplatted lands
Parcel 1 CSM No. 951
Doc. 295340
S 02°25'09" E 330.00'
(r.a. North)
N 02°25'09" W 330.00'
(r.a. North)
CSM No. 507, Doc. 247010
(r.a. N 89°44'30" W)
S 87°39'31" W 693.00'
Center
Sec. 5-10-21
alum cap mon. found
East Quarter corner
Sec. 5-10-21
conc.mon./brass cap found
Total Acres
24.474 Acres
Tax No. 03-005-03-002.00
- indicates wetland soil test pit.
(r.a.) means "recorded as"
● - indicates 2" iron pipe found unless noted.
○ - indicates 1.3 od" x 18" iron pipe weighing 1.68 lbs/ft set.
Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone (NAD 27). The west line of the NE Frac'l 1/4 of Sec. 5-10-21 has a grid bearing of N 02°25'09" W.
0 75 150 300
Scale in feet
1" = 150'
E-1 zoning
min. building setbacks
Front - 75'
Side - 40'
Rear - 40'
wetlands - 25'
Owner/Subdivider
E.B.L. a joint venture
Donald Levy
Cedarburg, WI 53012
N61W6058 Columbia Road
Surveyor
Donald J. Thoma
Accurate Surveying & Engineering LLP
2911 Wildlife Lane
Richfield, WI 53076
(262) 677-2120
Elevation 861.5 Map No. 55089C0156G (eff. 7-31-2024)
All this property falls within FEMA Flood Zone X, per Flood
Accurate
Surveying & Engineering LLP
Land Surveying, Consulting, Developing
2911 Wildlife Lane
Richfield, WI 53076
262 677-2120
don@accuratesurveying.net

BY-LAWS OF

BRANDT HIGHLANDS HOMEOWNER'S ASSOCIATION INC.

These By-Laws shall be known as the "By-Laws of Brandt Highlands Homeowner's Association Inc."

ARTICLE I - NAME AND LOCATION

1. NAME.

The name of the corporation shall be BRANDT HIGHLANDS HOMEOWNER'S ASSOCIATION INC.

2. LOCATION.

The initial registered office and initial principal office of the corporation shall be at N61 W6058 Columbia Road, Cedarburg, Wisconsin 53012. The corporation may have such other offices, either within or without the State of Wisconsin, (the "State"), as the board of directors may designate or as the business or the corporation may from time to time require.

ARTICLE II - MEMBERSHIP

The corporation shall have no members.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they deem proper, not inconsistent with these by-laws and the laws of the State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be not less the three (3).

Thereafter, at each annual meeting of directors at which the term of one or more directors expires, directors shall be elected by majority vote of the directors for a three-year term. Each director shall hold office until the annual meeting of directors at which his or her term expires and until his or her successor shall have been duly elected and qualified. The number of directors may be increased in increments of three (3) at any time by affirmative vote of the majority or the directors at a meeting called for that purpose. A director may serve no more than two consecutive terms at a time. At the expiration of two consecutive terms, a director must remain off the Board of Directors for at least twelve consecutive months before once again qualifying to be elected to the Board of Directors.

3. ANNUAL AND REGULAR MEETINGS.

An annual meeting of the directors shall be held during the month of March of each year, beginning with the year 2027, at a date, time and place designated in the notice of meeting. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than as provided in such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors for any purpose or purposes, unless otherwise prescribed by statute, may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. PLACE OF MEETING.

The directors may designate any place, within the State, unless otherwise prescribed by statute, as the place of meeting for any regular meeting or for any special meeting called by the directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

6. NOTICE.

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be given not less than ten (10) nor more than thirty (30) days before the date of the meeting, delivered personally or by first-class mail sent to each director al his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7. QUORUM.

At any meeting of the directors, a majority of the duly elected and qualified directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. The directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

8. VOTING.

Each director shall be entitled to one vote. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

9. ORDER OF BUSINESS.

The order of business at all regular meetings of the directors shall be as follows:

1. Roll call;
2. Proof of notice of meeting or waiver of notice;
3. Reading or minutes of preceding meeting;
4. Reports of officers;
5. Reports of committees;
6. Election of officers;
7. Unfinished business; and
8. New business.

10. INFORMAL ACTION BY DIRECTORS.

Unless otherwise provided by law, any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board or directors. may be taken without a meeting if a consent in writing, setting forth the

action so taken, shall be signed by all of the directors.

11. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring on the board for any reason may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

12. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed with or without cause by vote or a majority or the directors in attendance at such meeting of the board.

13. RESIGNATION.

A director may resign at any time by giving written notice to the board or the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

14. COMPENSATION.

No dividend, pecuniary profit or other compensation shall be paid to the directors, as such, for their services. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

15. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

16. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its members an executive committee and other committees, each consisting of one or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the annual meeting of the directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He or she shall, when present, preside at all meetings of the directors. He or she may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, any deeds, mortgages, bonds, contracts or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE PRESIDENT.

In the absence of the president or in event of his or her death, inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him or her by the president or by the directors.

7. SECRETARY.

The secretary shall keep the minutes of the directors' meetings in one or more books provided for that purpose by law, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian or the corporate records and of the seal of the corporation, keep a register of the post office address of each director which shall be furnished to the secretary by each director, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws, and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. OTHER ASSISTANT AND ACTING OFFICERS.

The Board of Directors shall have the power to appoint any person to act as assistant to the Secretary or the Treasurer, or to perform the duties of' such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board of Directors shall have the power to perform all duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

10. ADDITIONAL OFFICERS.

Any additional officers and administrative employees not specified above shall have only such authority, duties and responsibilities as shall be specifically authorized and designated by the Board of Directors.

11. SALARIES.

The salaries, if any, of the officers shall be fixed from time to time by the directors solely for the purpose of paying reasonable compensation for services rendered. No dividends, pecuniary profit or part of the net earnings, if any, of the corporation shall inure to the benefit of, or be distributable to, the officers. No officer shall be prevented from receiving a salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the directors may select.

ARTICLE VI - FISCAL YEAR

The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE VII - DIVIDENDS

At no time shall any dividend or pecuniary profit be declared or paid to any director or officer of the corporation.

ARTICLE VIII - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal."

ARTICLE IX- WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any director of the corporation under the provisions of these by-laws or under the provisions or the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - AMENDMENTS

1. BY-LAWS.

These by-laws may be altered, amended or repealed and new by-laws may be adopted by an affirmative vote of at least a two-thirds majority of all or the directors at any regular directors' meeting or at any special meeting at which a quorum is present when the proposed amendment has been set out in the notice of such meeting.

2. ARTICLES OF INCORPORATION.

The articles of incorporation may be amended by an affirmative vote or at least a two- thirds majority of all of the directors at any regular directors' meeting or at any special meeting at which a quorum is present when the proposed amendment has been set out in the notice of such meeting; provided, however, that no such amendment shall change the original purposes for which the corporation is formed.

Approved this 2nd day of June, 2026 at Cedarburg, Wisconsin.

Donald A. Levy, Director

TONY EVERS
GOVERNOR
KATHY BLUMENFELD
SECRETARY
Plat Review
PO Box 1645, Madison WI 53701
E-mail: plat.review@wi.gov
https://doa.wi.gov/platreview

June 26, 2026

Donald J. Thoma
ACCURATE SURVEYING
don@accuratesurveying.net

FILE NO. 122535
Brandt Highlands
Town of Cedarburg, Ozaukee County

Dear Donald J. Thoma:
You have submitted the preliminary plat of Brandt Highlands for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:
We have examined and find that this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

s. 236.20 (4) (d) This section provides that lots shall have direct access to a public street unless otherwise permitted by local ordinance. Access to lots in this subdivision is via a private road and shared driveway easement. We are aware that Town of Cedarburg ordinance allows such lot access. Approval of the final plat by the Town will signify that the plat layout complies with local ordinance.

Local government units, during their review of the plat, will resolve, when applicable, that the plat:
- complies with local ordinances;
- conforms with areawide water quality management plans, if sewered;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office as listed above.

Regards,

Don Sime, Plat Review

cc: EBL Joint Venture / Donald Levy, Owner; Clerk, Town of Cedarburg; Ozaukee County Planning Agency

PLAT RECEIVED FROM SURVEYOR ON 05/28/2026; REVIEWED ON 06/26/2026

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: June 28, 2026

TO: Eric Ryer, Town Administrator

FR: Troy Hartjes, P.E., Senior Project Manager

RE: Engineering Review Comments: 2nd Submittal
Brandt Highlands

Mr. Ryer,

On June 17, 2026 the Town Plan Commission recommended a conditional approval to the Town Board for the preliminary plat, including the engineering drawings and stormwater maintenance plan, subject to the applicant providing a resolution to each item from the original review prior to the Town Board meeting. With this letter we have a received a resolution and updated plan for each of the items within the preliminary plat (received 6/26), engineering drawings (received 6/24), stormwater management plan and stormwater agreement (received 6/24). The following notes in red are any remaining items still requiring a response as noted. Any original item that remains but has no mark-up is for an item that just needs to be addressed prior to construction or final plat (after construction). Any item that was completely addressed with the latest submittal and not requiring further documentation have been stricken.

General Comments/Clarifications/Questions

1. ~~Please respond to each item below.~~ **~~A written response addressing each item shall be included in your resubmittal.~~**

2. The property owner shall procure the following permits and forward to the Town before any construction can commence. Any and all Town approvals are contingent upon these items being approved and/or submitted. Please copy the Town on all applications submittals.

   - Notice of Intent from the Department of Natural Resources (WDNR) for land disturbing activities. Obtain prior to any construction.
   - ~~County Storm Water and Erosion Control~~
   - County Shoreland Permit Lots 4 and 5 do fall within the Shoreland zoning per the County GIS mapping and per Ed Pfister at Ozaukee County. Please add note on the plan that when these lots are developed they fall within the shoreland use jurisdiction under Ozaukee County Land and Water.
   - Prior to final plat obtain Wisconsin Dept. of Administration approval.

3. ~~Any existing Town infrastructure (utilities, road, etc.) that is damaged during construction shall be replaced in kind. Preconstruction video or photos are required at the connection to the Town road.~~ Notes were added to the plan.

4. Per Section 184-13.A(3)(c)[4] of the Town Code after completion of all storm water improvements, the owner shall provide an as-built map showing the actual location of all storm water improvements including storm sewer and detention ponds. This map shall be in red pen on a clean set of construction plans of a

minimum size of 22 inches by 34 inches and shall bear the signature and seal of a professional engineer registered in Wisconsin.

5. Upon approval of the final plat, the owner shall record the Stormwater Maintenance Agreement and the Private Shared Driveway agreement, and provide a copy of the recorded documents to the Town.

6. An Impact fee for the new lots shall be paid per Town Code. This should be noted on the final plat.

Preliminary Plat

1. ~~The naming convention for the private shared driveway shall be changed from "Private Drive Easement" to "Private Shared Driveway Easement".~~
2. ~~Although this development is proposing a shared driveway to serve the six lots being proposed, the lot widths and setbacks to be followed shall adhere as if a public street is serving the lots. These minimum frontages and setbacks, shall be shown, including on lots 3, 4 and 5 to confirm the minimum frontages are being met.~~
3. The stormwater easement needs to be more clearly shown on lots 1 and 6. On the final plat please provide the metes and bounds for the easement.
4. ~~The setback (including the dimension) for the wetlands needs to be clearly shown. It should be noted on the final plat that "no grading can occur within the wetland without prior approval of the DNR".~~
5. There is a reference for floodplain on the preliminary plat. Confirm with the County there is no shoreland or floodplain within this development and include verification with the Town. It was confirmed that no floodplain falls within the development but portions of lots 4 and 5 fall within shoreland zoning limits. Please make sure this is noted on the final plat.
6. ~~A note should be added to the preliminary plat denoting mailbox locations. This should also be included on the final plat.~~
7. ~~Please provide various notes and exclusions on the plat including no access for lots 1 and 6 to any private shared driveway within Brandt Woods or Brandt Road. This should also be stated on the final plat.~~
8. ~~The plat should also include a note that all future septic mounds shall be located and designed per the Soil Testing report completed by the owner.~~
9. The final plat should note "The stormwater easement within the plat is dedicated to the Town of Cedarburg for stormwater access. Responsibilities for maintenance and all costs associated with the stormwater facility shall be as designated within the recorded stormwater maintenance agreement." Recognized by applicant and will be shown on final plat.
10. A statement on the final plat shall be added that "The private shared driveway easement is to be shared in full among all 6 lots and all future maintenance and costs for the private shared driveway is the sole responsibility of Lots 1-6 as required within the recorded shared driveway easement agreements." Recognized by applicant and will be shown on final plat.

Storm Water Management Plan (SWMP)

1. ~~The SWMP is incomplete and does not include any modeling calculations or drainage basin maps. Please resubmit a completed SWMP.~~
2. ~~The SWMP that was submitted did include tables providing pre-developed and proposed development conditions. Per Section 185-6 of the Town Code, there are minimum provisions for pre-developed curve~~

~~numbers. Please ensure these are followed with the resubmittal. In addition the developed table notes 4 home sites to be developed but the plat and plans show 6 future lots. A higher curve number for the finished lawns will also need to be included.~~

3. The grading plan within the construction set shows areas within the development that will not flow to the proposed detention basin; this should also be corrected within the construction drawing (see notes below) to ensure all private shared driveway drainage flows to the detention basin. The typical section shows the swale adjacent to the shared driveway, however the grading plan (contours) on the stamped construction set should show this swale to be cut in with the construction of the driveway.

~~4. Within the stormwater maintenance agreement there are references to various plans on file at the Town of Cedarburg. This should be adjusted to reference exhibits and these exhibits should be part of the maintenance agreement that is recorded.~~

~~5. It appears that all of the stormwater facility will be located on Lot 1, within an easement. Will all future responsibility of the maintenance fall on Lot 1? This needs to be very clear within the stormwater maintenance agreement who is responsible for the pond maintenance.~~

~~6. Within the stormwater maintenance agreement, the section "The Town of Cedarburg Shall", it notes within item #1 that assistance will be provided by the Town. This item shall include a provision at the end of that statement "The Owner, or it's successors or Homeowners Association, or the owner of the easement, etc., is responsible for any costs occurred by the Town when seeking said technical assistance. These costs include all town staff or consulting engineer costs, including all time and materials."~~

Construction Plans

~~1. A typical section should be added to the plans for the private shared driveway. It appears that a shoulder is proposed with the new 20' private shared driveway.~~

~~2. The private shared driveway cross-section should be amended to show 4" of asphalt on 10" of base course.~~

3. The plan currently shows portions of the roadway draining away from the site. It is recommended that ditches be cut in on both sides of the private shared driveway, similar to what is shown on the south side of the driveway. This will allow for better control of stormwater and drainage and long term maintenance and also allow for future driveway culverts for individual property owners. Per Section 184-13-E, adequate grading and drainage systems shall be provided. The typical section shows the swale adjacent to the shared driveway, however the grading plan (contours) on the stamped construction plan should show this swale to be cut in with the construction of the driveway.

4. Additional details, including sawcut limits, need to be shown within the Brandt Woods right of way at the connection to the public roadway. Radii, shoulders, grades, ditch lines should all be clearly noted. The drainage at this proposed connection needs to be confirmed. On the final stamped plan please add some spot grades on the radius and some ditch grades within the right of way.

~~5. It appears that the cross-culvert below the shared driveway will have limited cover. Please show the culvert within the roadway profile and confirm at least 24" of cover will be provided. If less than 24" of cover is provided, but more than 15" (minimum) a concrete pipe is recommended.~~

~~6. Rip rap shall be placed at the end of the proposed 15" CMP.~~

~~7. Per Chapter 185 of the Town Code, the emergency spillway elevation shall be raised to 867.41. This emergency spillway shall be armored with either rip-rap or heavy duty erosion matting. The emergency spillway shall be separated from the controlling outlet (without the modeling the actual outlet designed cannot be confirmed).~~

~~8. Remove any extra or mislabeled notes.~~

9. ~~Please confirm the 1"=40' scale.~~
10. ~~More details, elevations and dimensions need to be included to better show items such as the grading of the cul-de-sac and how it will drain.~~

We recommend approval of the preliminary plat, including the stormwater management plan, maintenance agreement and construction drawings. Prior to construction, the engineering items noted should be addressed on a final stamped construction set and provided to the town for inspection of the work. Once construction has been completed, the remaining plat items will be addressed on the final plat for board approval. If you have any questions or comments, please contact me at (262) 317-3305 or by email at troy.hartjes@rasmith.com.

Agenda Date: 7/6/26
Agenda Item: # 11b

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Sara Jacoby, Assistant Administrator/Clerk
MEMO WRITTEN: June 24, 2026
MEMO SUBJECT: **Item #11b:** Discussion and possible motion approving a Class B Fermented Malt Beverage license and a Class B liquor license for Circle B Operator, LLC, DBA Circle B, S. D. Stroebel, 6261 State Rd 60*

BACKGROUND

Circle B Operator, LLC, DBA Circle B, S. D. Stroebel, 6261 State Rd 60, has submitted application materials to obtain liquor licenses.

The property currently has a Class B liquor license and Class B fermented malt beverage license to serve alcohol within the bowling, banquet, lounge, volleyball, horseshoes, and game room. The applicant has purchased the existing business and wishes to retain the licenses for transfer to the new business entity. The Agent has provided AB-100, AB-101, and AB-200 forms as required by the Wisconsin Department of Revenue.

Staff spoke and corresponded with Erin Dorn at the Department of Revenue to ensure this process follows state statutes. She explains, "the new licensee will apply for the appropriate alcohol retail licenses. Your municipal board can approve their license contingent upon the old licensee relinquishing their license. This would allow for no lapse in business at the premises."

Constable Peters conducted a review of background for the agent who completed the AB-100 Alcohol Beverage Individual Questionnaire: D.S. Stroebel and recommended approval.

CLASS "B" RETAIL LICENCE FOR THE SALE OF FERMAENTED MALT BEVERAGES AND INTOXICATING LIQUORS:

Circle B Operator, LLC, DBA Circle B, 6261 State Rd 60, Agent - S. D. Stroebel*

ACTION REQUESTED

Staff requests the Town Board consider approving the Class B liquor license and Class B fermented malt beverage license to serve alcohol within the bowling, banquet, lounge, volleyball, horseshoes, game room spaces contingent upon the previous licensee relinquishing their license. **Of note is that any changes to property use or the site plan would require proper zoning approvals, so the owner should reach out to the Town to coordinate a meeting with the consulting planner prior to changes.**

ATTACHMENTS

I. Surrender Document
II. Draft License

Dated: June 22, 2026

To: Town of Cedarburg Clerk

This is written verification that Cricle B "Recreation," agent Mark A. Klotz (Seller Permit No. 456-0000025224-03), shall surrender on June 22, 2026, a Class B liquor license and Class B fermented malt beverage license to the Town of Cedarburg under the condition the liquor license be issued to Circle B Operator, LLC, a Wisconsin limited liability company, with its agent being S. Duane Stroebel, Jr. License 2025-1L was issued for the period July 1, 2025-June 30, 2026. This license was issued for the sale of fermented malt beverage and intoxicating liquors at the premises described as Circle B "Recreation" 6261 STH 60 in Cedarburg within the bowling, banquet, lounge, volleyball, horseshoes, and game room.

License # 2025-1L

Surrender Date: as of June 22, 2026

Surrendered by: Circle "B" Recreation, Inc.

Name: Mark A. Klotz

By: [illegible] Jun 22 2026 17:19:30 CDT

Mark A. Klotz, Agent

Title: Agent

Surrendered To: Circle B Operator, LLC, a Wisconsin limited liability company

Name: S. Duane Stroebel, Jr.

Title: Agent

"CLASS B" RETAIL LICENSE
FOR THE SALE OF
FERMENTED MALT BEVERAGES and INTOXICATING LIQUORS

NO. 2026-7L COMBINATION FORM $600.00

WHEREAS, the local governing body of the ***Town of Cedarburg, County of Ozaukee, Wisconsin***, has upon application duly made, granted and authorized the issuance of a Retail "Class B" License to **Circle B, Agent S. D Stroebel.**

to sell Fermented Malt Beverages, as defined by law, pursuant to Section 125.26 of the Statutes of the State of Wisconsin, and local ordinances and the said applicant has paid to the treasurer the sum of **$100.00** for such "Class B" Retailer's Fermented Malt Beverage License as provided by local ordinance;

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class B" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Section 125.51(3) of the Statutes of State of Wisconsin and local ordinances and the said applicant has paid to the treasurer the sum of **$500.00** for such "Class B" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such license;

LICENSE IS HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises **Circle B, 6261 STH 60, Cedarburg**
Bowling, Banquet, lounge, volleyball, horseshoes, game room

FOR THE PERIOD from **JULY 7, 2026** to **JUNE 30, 2027**

Given under my hand and the corporate seal
Of the Town of Cedarburg, County of Ozaukee,
State of Wisconsin, this 6th day of July 2026.

Sara Jacoby
Sara Jacoby – Clerk Town of Cedarburg

Seller's Permit 456-0000578458-03

This License must be FRAMED and POSTED in a conspicuous place in the room where Fermented Malt Beverages and Intoxicating Liquors are sold.

DRAFT

Agenda Date: 7/6/26
Agenda Item: # 11c

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Eric Ryer, Administrator
MEMO WRITTEN: June 22, 2026
MEMO SUBJECT: **Item #11c:** Discussion and possible motion on an agreement for professional planning consulting services with Cedar Corporation*

BACKGROUND

The Town has an existing agreement with Cedar Corp for professional planning consulting services that requires annual review and extension by the Board. Cedar Corp assists with:

- certain applications where their expertise is required
- engineering related to projects where the Town engineer is unavailable. With their office in downtown Cedarburg, this location reduces travel related costs
- coordinate with Town staff on economic development initiatives as directed by the Board
- complete special projects as approved by the Town Board (plan/code updates etc.)
- assist with complicated zoning issues and enforcement as needed

Existing Town staff address daily inquiries regarding zoning. The consulting planner is used on an as-needed basis, with their time being tracked and invoiced back to the applicant, consistent with the long-standing policy of the Town for professional service reviews including legal and engineering.

CONTRACT

The agreement, which requires annual review, would see Senior Planner Ben Greenberg continuing to serve the Town. The rate would increase from $150/hr to $155/hr. The role of the consulting planner is important as the Town continues to update long-term planning documents, applications/processes, and Zoning Code. Having professional planners with experience in multiple communities available to the Town provides context for similar projects, comprehensive reviews, and provides greater input on working to implement adopted planning documents when decisions are being asked of the Plan Commission and Town Board.

ACTION REQUESTED

Staff requests the Board approve the agreement with Cedar Corporation.

ATTACHMENT

I. Draft Agreement with Cedar Corporation

Project No. 07129-0024
Date: June 26, 2026

Confirmation of Client Request for Services between Cedar Corporation (CONSULTANT) and Town of Cedarburg, Ozaukee County (CLIENT)

Authorization to Perform Professional Consulting Services

CONSULTANT is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and CONSULTANT.

Project: Planning and Code Administration

Scope of Work: CONSULTANT will complete the scope of services directed by CLIENT as outlined in *Attachment A.* Senior Planner, Ben Greenberg, will serve as the Contract Planner for the Town of Cedarburg (CLIENT) on behalf of the CONSULTANT, unless directed otherwise by the CLIENT.

Method of Compensation: Work will be completed on a Time & Materials basis. The hourly rates that apply are listed in *Attachment B*. Specifically, Senior Planner Ben Greenberg will have a bill out rate of $155/hour for 2026. The Town requested in-person meetings attended by Senior Planner Ben Greenberg will be invoiced at a rate of $225 per meeting, including travel time and mileage. The Town professional services reimbursement agreement will require CONSULTANT to track and invoice projects separately from Town business time, as directed by CLIENT. The Town will be charged for travel from the CONSULTANT's office location in Cedarburg, Wisconsin.

Payments are due and payable thirty (30) days from the date of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: Work will be completed as directed by the CLIENT for a period of one (1) year from the date of this agreement, with automatic annual renewal per notice by the CLIENT (if not notified, agreement terminates).

Enclosure: *Attachment C – Standard Conditions.*

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 2026.

TOWN OF CEDARBURG, OZAUKEE COUNTY	CEDAR CORPORATION
By: _____	By: Ken Jaworski
Name: David Salvaggio	Name: Ken Jaworski
Title: Town Chairman	Title: Director
By: _____	By: Dean P. Zanon
Name: Eric Ryer	Name: Dean P. Zanon, PE
Title: Town Administrator	Title: President

Attachment A – Scope of Work

CONSULTANT will complete the following Scope of Services as directed by the CLIENT for the Project.

Planning and Zoning Advisory/Consultive Services

Planning and Code Administration Advisory Services could include:

- Ongoing communication (includes phone calls and emails) with Town staff/officials, County staff, appraisers, surveyors, utility representatives, government agencies, applicants, and others regarding planning and zoning information requests and applications. Advise on technical questions, applications, and approval procedures.

- Perform planning reviews of applications submitted for the following:
    - Facilitate pre-application meetings for projects as needed for a smooth process.
    - CSMs.
    - Concept Plans.
    - Preliminary Plats.
    - Final Plats.
    - Site Plans.
    - Rezones and Text Amendments.
    - Special Exception Permits.
    - Conditional Use Permits.
    - Variance.
    - Comprehensive Plan amendment requests (text and maps).
    - Building Permits if assistance is needed from the Building Inspector/Code Enforcement officer.

- Prepare staff reports (of the above applications) with recommendation(s) to the Planning Commission, Zoning Board of Appeals, and Town Board.

- Participate in meetings held virtually (online) and in person.

- Work jointly with Town staff on setting Planning Commission (PC) and Town Board agendas.

- Develop or revise application forms for planning reviews, as directed by the Town.

- Develop a Utility Permit Review Ordinance and application process for Town road right-of-ways (ROWs) if needed.

- Execute coordination with Ozaukee County on application, public hearing, and approval procedures that dovetail with Town Ordinance review procedures.

- Converse, email, or meet with developers to provide information on Town requirements.

- Investigate grant funding and submit applications for future projects, as directed by Town.

Planning and Code Administration Advisory Services could include, *(continued):*

- Conduct review of existing ordinances or create new ordinances, as directed by Town.
- Prepare for and conduct Public Hearings, as required to adopt ordinance changes.
- Prepare any special reports, as directed by the Town.
- Prepare map changes and/or create new maps, as directed by the Town.
- Assist with the drafting and coordination of intergovernmental agreements, as directed by the Town.
- Amend or update the Town's Comprehensive Plan, as directed by the Town.
- Hold office hours, as directed by Town.
- Track development process following approvals to ensure contingencies are met before permits are issued. Coordinate with Town staff to maintain a copy of files for these purposes.
- Any other services, as requested by the Town.

Attachment B – Schedule of Hourly Rates

2026 SCHEDULE OF HOURLY RATES

CLASSIFICATION	RATE
Architectural Associate	$130 - $145
Architectural Project Manager	$150 - $175
Community Specialist	$145
Construction Manager	$160 - $175
Director	$220
Engineer	$125 - $195
GIS Specialist	$110 - $145
Intern	$95
Landscape Architect	$155
Planner	$115 - $155
Principal	$240
Project Assistant	$95 - $115
Project Manager	$165 - $215
Scientist / Geologist	$105 - $160
Senior Architect	$190
Surveyor	$120 - $145
Technician	$100 - $145

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	$0.72/mile
GPS/Robotic Survey Equipment	$40/hour
Aerial Drone	$350/hour
Hydrone	$70/hour

Reimbursement expenses are subject to adjustment during the calendar year based on operating costs and the IRS standard mileage rate.

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

Attachment C – Standard Conditions

PART I - DESCRIPTION OF SERVICES

1.1 CEDAR CORPORATION agrees to provide professional services for the PROJECT as more completely described in this Agreement.

1.2 CEDAR CORPORATION agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS. Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE. Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE. Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 30 days of receipt, Client shall be deemed to accept the bill as submitted.

3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

4.1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

4.4 DELAYS. If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

4.8 CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction- related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in

accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non- binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

Agenda Date: 7/6/26
Agenda Item: # 11d

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Adam Monticelli, Director Public Works
MEMO WRITTEN: June 23, 2026
MEMO SUBJECT: **Item # 11d:** Discussion and possible motion on the final payment of a previously approved Western Star tandem axle patrol truck*

BACKGROUND

At the September 6, 2023, and March 6, 2024, Town Board meetings the Board voted to approve the purchase of a new Western Star Patrol Truck cab and chassis (2023) and snow and ice equipment by Burke Equipment (2024). Payments made are listed below, and the remaining balance was planned to be paid in December of 2025 as staff was informed delivery would occur by end of 2025.

Due to delays outside of the Town's control, the patrol truck was recently delivered and final payment of $79,825.18 that was part of 2025 budget is due.

Approved Total Amount =	$311,208.90
2024 Expenses for Snow & Ice Equipment =	$82,294.00
2025 Expenses Cab & Chassis & Radio =	$147,589.72
Balance due =	$79,825.18
Total of All Above =	**$309,708.90**

ACTION REQUESTED

Staff requests the Town Board approve the final payment of $79,825.18 to Burke Equipment. Staff will then present options to the Finance Committee during the budget season to make corresponding alterations to the Capital Plan and related funds.