Meeting:	**Town Board of Supervisors**
Place:	1293 Washington Avenue, Cedarburg
Date/Time:	**August 3, 2026 – 7:00 P.M.***
Web Page:	www.townofcedarburgwi.gov
Posted:	July 30, 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 a holding tank agreement for the property located at 1645 Taurus Court*
    b. Discussion and possible motion regarding a holding tank agreement for the new lots related to the Horns Corners Preserve development location at 461 Horns Corners Road (to be added)*

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 July 6, 2026 Town Board Meeting Minutes
    b. Accepting June 17, 2026 Plan Commission Meeting Minutes
    c. Accepting July 24, 2025 Joint Fire & EMS Committee Meeting Minutes

6. **TREASURER'S REPORT**
    a. Motion Accepting the July 2026 Treasurer's Report (to be added)*

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 July 1, 2026 to July 31, 2026 (Check #'s 41637-41736, V4912-V4945, 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)*
    c. Receiving the 2025 Annual Cedarburg Fire Department Report*

9. **PUBLIC HEARINGS**
    a. None

10. **OLD BUSINESS**
    a. Discussion and possible motion regarding the appointment of election officials for the two-year term ending December 31, 2027*

11. **NEW BUSINESS**
    a. Discussion and possible motion on a preliminary plat for a major land division by Charlie Hutchinson for Horns Corners Preserve for property located at 461 Horns Corners Road **[Owner: Horns Corners Preserve, LLC, NE ¼ Sec. 32, 7.46 acres, zoned R-2 Single-Family Residential District]***
    b. Discussion and possible motion on a pond permit application by Ryan Sberna for the construction of an approximate 0.4 acre man-made recreational pond mainly for fishing and swimming located at 156 Green Bay Road **[SE 1/4 SEC 35, 9.85 acres, zoned E-1 Estate District & C-1 Conservancy, owners Ryan & Elizabeth Sberna]***
    c. Discussion and possible motion regarding the proposed 2027 Cedarburg Fire Department budget and staffing*
    d. Discussion and possible motion on Resolution 2026-7, "Approving Port Washington State Bank (hereafter "PWSB") loan for Municipal General Obligation Debt for financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects"*
    e. Discussion and possible motion approving the purchase of computers using Capital funds*
    f. Discussion and possible motion regarding the placement of an order for a patrol truck*
    g. Discussion and possible motion on Ordinance 2026-11, "An Ordinance to Amend Chapter 175 Intoxicating Liquor and Fermented Malt Beverages, of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin*
    h. Discussion and possible motion to approve an amendment to the professional services contract with raSmith for Cedar Creek Road Bridge related Temporary Construction Easement Real Estate Acquisition work*

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

i. Discussion and possible action regarding negotiated compensation offer to Bruce and Susan Stevens for a Temporary Limited Construction Easement on their property at 5221 Cedar Creek Road to complete the Cedar Creek Road Bridge construction project*
j. Discussion and possible action regarding Jurisdictional Offer to Caleb and Ciara Wardenburg for a Temporary Limited Construction Easement on their property at 5413 Cedar Creek Road to complete the Cedar Creek Road Bridge construction project*
k. Update on 2027 budget timeline*

12. ADJOURNMENT

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

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

Agenda Date: 8/3/26
Agenda Item: #4a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Sara Jacoby, Assistant Administrator/Clerk
MEMO WRITTEN: July 20, 2026
MEMO SUBJECT: **Item #4a:** Discussion and possible motion regarding a holding tank agreement for the property located at 1645 Taurus Court*

BACKGROUND

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

Kristen & Thomas Hastings – Hastings Trust
1645 Taurus Court
Cedarburg, WI 53012
Tax Key #03-018-01-008.00

Attached are the Holding Tank Agreement, Service Contract between the applicant and Wisconsin Pump & Sump, and a letter from Ozaukee County Land and Water Management outlining a soil evaluation that found no suitable location for a conventional or mound-type system due to limiting factors of the soils and the configuration and elevation contours of the lot.

The homeowner must submit a $600 bond prior to execution of the holding tank agreement.

Sec. 267-2 of the Town Code indicates that, "Holding tanks for existing residential structures or other uses shall be considered on an individual basis."

REQUESTED ACTION

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

ATTACHMENTS

I. GIS Map
II. Holding Tank Agreement and Service Contract
III. Ozaukee County Letter
IV. Applicant Soil Test Letter

I. GIS Map


03-018-01-017
03-018-01-007.00
CSM #440 LOT 4 DOC #0241616
03-018-01-008.00
CSM #696 LOT 1 DOC #0269502
03-018-01-012.00
CSM #696 LOT 2 DOC #0269502
1661
1655
1645
1627
1622
TAURUS CT
75.00
116.16'
231.50'
223.04'
146'
15'
129.19'
44.25'
24'
200'
504.34'
161.28'
47.00
117.00
505.03'
53.00
100'
95.00
180.21'
119.53'

HOLDING TANK AGREEMENT

This agreement is made between the governmental unit and holding tank owner (s)

Agreement Date	
County or Local Governmental Unit **TOWN OF CEDARBURG** (called Municipality below)	Holding Tank Owner(s): **HASTINGS TRUST**

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

Town of: CEDARBURG **City of:**

Village of: **Part of the: NE ¼ NE 1/4** **Section: 18**

T 10 N-R 21 E Tax Key: 03-018-01-008.00
LOT 1 CSM #696 VOL. 3/55
Site Address: 1645 TAURUS COURT

Return To:
HASTINGS TRUST

W200 S7892 BIRNINGWOOD CT.
MUSKEGO WI 53150

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

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

1. Owner agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the County to prevent or abate a human health hazard as described in s. 254.59, Stats., the County may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.

2. Owner agrees to pay all charges and cost incurred by the County, Township, Village or City for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The County, Township, Village or City shall notify the owner of any costs, which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be replaced on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.

3. The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a the contract or the owner's registration with the County. The owner further agrees to file any changes to the service contract, or a new service contract, with the County within ten (10) business days from the date of change to the service contract.

4. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the County within thirty (30) days after servicing the holding tank a report in accordance with s. SPS 383.52, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats. the owner shall submit the report to the County. The County may enter upon the property to investigate the condition of the holding tank when pumping reports may indicate that the holding tank is not being properly maintained.

5. This agreement will remain in effect only until the County who is responsible for the regulation of private onsite wastewater treatment systems (POWTS) certifies that the property is served by either a municipal sewer or a POWTS that complies with Ch. SPS 383, Wis. Adm. Code. In addition, this agreement may be cancelled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.

6. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner, which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

7. The Owner (s) shall deposit with the Town of Cedarburg a cash bond in the sum of $600.00 dollars. This bond shall guarantee, to the Town of Cedarburg, reimbursement for any and all expenses incurred by the Town of Cedarburg while alleviating any nuisance which may occur as a result of the permission granted by this agreement for the Owner(s) to install a sewage holding tank. The sum of $600.00 dollars shall be maintained at all times and if monies are expended, the Owner(s) shall replenish the cash bond and maintain the same constantly at $600.00 dollars. Upon the installation, availability and connection of the property involved to sanitary sewers, the cash bond shall be returned to the Owners(s). The Town of Cedarburg shall have the right to place upon the tax roll as a special assessment any and all expense incurred as stated above, in an amount paid by the cash bond or Owner(s) without any notice whatsoever.

Owner(s) Name(s)-Print	Notarized Owner(s) Signature(s)	Subscribed and sworn before me on this date:
KIRSTEN HASTINGS	Kirsten Hastings	6/1/2026 Katelyn Steckling Notary Public
THOMAS HASTINGS	Thomas Hastings	My commission Expires: 05/15/2028
Municipal Official Name-Print	Municipal Official Signature	Notary Signature
Municipal Official Title-Print		

The Information you provide may be used by other government agency programs (Privacy Law, s. 15.04 (1) (m))
THIS INSTUMENT IS DRAFTED BY OZAUKEE COUNTY LAND AND WATER MANAGEMENT BARRY SULLIVAN 1/26/12

KATELYN STECKLING
Notary Public
State of Wisconsin

HOLDING TANK SERVICE CONTRACT
(please print)

This agreement is made and entered into this date THIRD day of JUNE, 20 26

by and between **HASTINGS TRUST**, hereafter called owner," and

WISCONSIN PUMP & SUMP, hereafter called "pumper."

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

Site address **1645 TAURUS COURT**

Town/City/Village of **CEDARBURG** Section **18** T**10**N-R**21**E

NE 1/4 **NE** 1/4, Tax Key # **03-018-01-008.00** Lot(s) **1** Block **N/A**

Subdivision **N/A** or CSM #**696** Volume **3** Page **55**

OR see attached survey for metes and bounds description.

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

SIGNATURE OF OWNER(S) Thomas Hastings

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

1645 TAURUS CT, CEDARBURG

SIGNATURE & LICENSE NUMBER OF PUMPER Lic#1415

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

P.O. Box 324 Grafton, WI. 53024 262-377-2223

LAND AND WATER MANAGEMENT

Katie Vogeler, Director
Edward Pfister, Sanitation & Zoning Coordinator
Geoff Schramm, Land & Water Coordinator
https://www.ozaukeecounty.gov/

July 20, 2026

Sara Jacoby
Assistant Administrator / Clerk
Town of Cedarburg
1293 Washington Ave
Cedarburg, WI 53012

RE: Proposed holding tank for the property located at 1645 Taurus Ct, Parcel Key #030180100800

Sara,

A soil test was received by this department on May 1st, 2026. This soil test indicated the proposed mound site contained fill. The County is unable to review mound systems located on fill. Additionally, this department does not object to the use of holding tanks as wastewater treatment systems within the county, that prohibition is decided by the local municipality. Therefore, to maintain compliance with SPS 383.32(2) Wisconsin Administrative Code, this department will not issue a sanitary permit to allow a holding tank at the above-located property until a recorded holding tank agreement has been executed between the Town and current property owner.

If you have any questions or concerns, please contact us.

Thank you,

Nicholas Mikkelson

Nicholas Mikkelson
Sanitation & Zoning Specialist

VINCE STOCKHAUSEN INC. EST. 1955

6405 Stockhausen Ln. West Bend, WI 53095
Jeff Stockhausen - 414-550-2448
Steve Stockhausen - 262-689-3025
vsiexcavating@gmail.com

Owner: Kirsten Hastings (Hastings Trust)

Site Address: 1645 Taurus Ct. Cedarburg, WI 53012

Legal Description: NE ¼, NE 1/4, S17, T10N, R21E Parcel ID: 03-018-01-008.00

County: Ozaukee Town of: Cedarburg

Good Day,

This letter is to notify you that the aforementioned property was assessed for a replacement septic system. A soil evaluation was completed and found no suitable location for a conventional or mound-type system due to limiting factors of the soils and the configuration and elevation contours of the lot.

It is recommended that a holding tank be installed on this property. The soil evaluation report is attached.

Sincerely,

Jeff Stockhausen MPRS: 15400

Wisconsin
Department of Commerce
Division of Safety and Buildings

SOIL EVALUATION REPORT
in accordance with Comm 85, Wis. Adm. Code

#5434

Eric Schmitz Corporation

Attach complete site plan on paper not less than 8½ x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

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

County	Ozaukee
Parcel I.D.	03-018-01-008.00
Reviewed By	Date

Property Owner: Hastings Trust		Property Location: Govt. Lot NE1/4, NE1/4, S17, T10N, R21E	
Property Owner's Mailing Address: W200 S7892 Burningwood Ct		Lot # 1	Block #	Subd. Name or CSM# C.S.M. No. 696
City: Muskego	State: WI	Zip Code: 53150	Phone Number	☐ City ☐ Village ☒ Town: Cedarburg	Nearest Road: See Drawing

☐ New Construction ☒ Replacement
Use: ☒ Residential / Number of bedrooms 4 Code derived design flow rate 600 GPD
☐ Public or commercial - Describe:

Parent material: Fill over loess over sandy loam till
Flood plain elevation, if applicable NA ft.

General comments and recommendations: Site is suitable for a holding tank. See Holding Tank Component Manual for Private Onsite Wastewater Systems.
SITE ADDRESS: 1645 TAURUS COURT, CEDARBURG, WI 53012

1 Boring # ☐ Boring ☒ Pit
Ground surface elev. 98.0 ft. Depth to limiting factor 54 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft² *Eff#1	*Eff#2
Ap	0-16	10YR3/2	-	sil	2fsbk	mvfr	as	3vf-f	0.6	0.8
E	16-20	10YR5/3	-	sil	2fsbk	mvfr	as	3vf-f	0.6	0.8
Bt1	20-30	7.5YR3/4	-	cl	2mabk	mfr	cw	3vf	0.4	0.6
Bt2	30-38	7.5YR3/4	(10-15% gr.)	scl & gr	2fabk	mfr	gw	2vf	0.4	0.6
C1	38-54	10YR4/4	(25-35% gr.)	gr. lfs	0 s.g.	ml	gw	1vf	0.5	1.0
C2	54-66	10YR5/4	c-1-d 7.5YR5/8	sl & gr	1fpl	mfr	-	-	0.4	0.6
			saturated	10-15%						

2 Boring # ☐ Boring ☒ Pit
Ground surface elev. 96.1 ft. Depth to limiting factor 36 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft² *Eff#1	*Eff#2
Ap	0-16	10YR3/2	-	sil	2fsbk	mvfr	as	3vf-f	0.6	0.8
E	16-20	10YR5/3	-	sil	2fsbk	mvfr	as	3vf-f	0.6	0.8
Bt1	20-28	7.5YR3/4	-	cl	2mabk	mfr	cw	2vf	0.4	0.6
Bt2	28-36	7.5YR3/4	(5-10% gr.)	scl & gr	2fabk	mfr	gw	1vf	0.4	0.6
BC	36-44	10YR4/4	f-1-f 7.5YR5/8	sl & gr	1fsbk	mfr	gw	-	0.4	0.7
C	44-60	10YR5/4	c-1-d 7.5YR5/8	sl & gr	1fpl	mfr	-	-	0.4	0.6
			saturated	10-15%						

* Effluent #1 = BOD_5 > 30 ≤ 220 mg/L and TSS >30 ≤ 150 mg/L * Effluent #2 = BOD_5 ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print): Eric M. Schmitz	Signature: Eric M. Schmitz	CST Number: 222021
Address: Eric Schmitz Corporation, 2334 Stonebridge Circle Unit A West Bend, WI 53095	Date Evaluation Conducted: 4/29/2026	Telephone Number: 262-338-6994

3 Boring # ☐ Boring ☒ Pit Ground surface elev. 95.2 ft. Depth to limiting factor 0 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft² *Eff#1	*Eff#2
A-1	0-28	10YR3/2	fill material	sil	2fgr	mvfr	as	1vf	0.6	0.8
				cl	1fsbk	mfr	-	-	0.2	0.3
				scl & gr	2fgr	mfr	-	-	0.4	0.6
A b	28-34	10YR3/2	-	sil	1fsbk	mvfr	as	1vf	0.4	0.6
E	34-37	10YR5/3	-	sil	1fsbk	mvfr	cw	1vf	0.4	0.6
Bt 1	37-49	7.5YR4/4	-	cl	2mabk	mfr	cw	-	0.4	0.6
Bt 2	49-60	7.5YR4/4	c-2-d 7.5YR5/8	cl	1mabk	mfr	-	-	0.2	0.3

☐ Boring # ☐ Boring ☐ Pit Ground surface elev. _____ ft. Depth to limiting factor _____ in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft² *Eff#1	*Eff#2

Note : Page 3 of 3 is attached location and detailed drawings.

* Effluent #1 = BOD_5 > 30 ≤ 220 mg/L and TSS >30 ≤ 150 mg/L * Effluent #2 = BOD_5 ≤ 30 mg/L and TSS ≤ 30 mg/L

The Department of Commerce is an equal opportunity service provider and employer. If you need assistance to access services or need material in an alternate format, please contact the department at 608-266-3151 or TTY 608-264-8777.

Soil Test Site Plan

For: Hastings Trust

1645 Taurus Court. LOT 1 CSM No.696. Part of the NE ¼ of the NE ¼ of Section 17, T10N, R21E, Town Of Cedarburg, Ozaukee County, Wisconsin.

Location Map 1" = 1,000'



#1655

IPfnd. 101.56

B2 96.1

vent 95.4

B1 98.0

B3 95.2

95.68 pump chamber cover

98.6

tank cover 94.64

#1645

well 100.00

wooded conditions

wetlands

Soils BM ⊕:
Top of Well (21" abv.grnd.),
assumed elevation 100.00.

Hidden Valley Lake

#1627

Taurus Court

N

0 10 20 30 40 50

Scale 1" = 50'

Eric Schmitz Corporation 2334 Stonebridge Circle Unit A West Bend, WI. 53095 Phone:(262) 338-6994 www.ericschmitzcorp.com

TOWN OF CEDARBURG
MEETING OF THE BOARD OF SUPERVISORS
July 6, 2026

Present:
David Salvaggio, Chairman
Wayne Pipkorn, Supervisor Seat 1
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
Samuel Peters, Town Constable
Troy Hartjes, Town Engineer (via Zoom)
Amanda Schaefer, Consulting Planner

Excused:
Russ Lauer, Supervisor Seat 2

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.

2. **ANNOUNCEMENTS**
None.

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***
   After a report from Constable Peters where he recommended that one of the licenses be denied, Supervisor Pipkorn made a motion to approve the operator licenses listed below except for Jennifer Marchel.

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

Chairman Salvaggio seconded, and the motion carried 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 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**
   Supervisor Lechner made a motion to approve the consent agenda items as listed above. Supervisor Pipkorn seconded, and the motion carried unanimously.

6. **TREASURER'S REPORT**
   a. **Motion Accepting the June 2026 Treasurer's Report***
   Supervisor Lechner made a motion to accept the June 2026 Treasurer's Report. Chairman Salvaggio seconded, and the motion carried 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 June 1, 2026 to June 30, 2026 (Check #'s 41561-41636, V4883-V4911 (V4895 skipped), and manual checks as shown)***
   Supervisor Lechner made a motion to approve all bills, purchase orders, payroll, and awards as presented. Supervisor Pipkorn seconded, and the motion carried 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, follow-up on a nuisance complaint related to running a painting business out of a residential property on Fox Hollow Lane, and closure of a weed-related nuisance complaint on Devonshire Drive.

   b. **Report on recreation finances (Director of Parks & Recreation Paul Jungbauer)***
   Director Jungbauer's report highlighted the continuation of registrations for Soccer, Flag Football, and Fall Baseball. He noted the current positive balance of $41,148 in the Recreation Fund at the end of June 2026 and an increase in facility rental revenues for June.

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]***
   The applicant requested 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."

   Consulting Planner Schaefer summarized the review of the application noting that proposed Lots 1-6 meet zoning requirements, while remarking that all future outbuildings will need to meet the regulations found in 320-29(E)(2) before a building permit can be issued. Engineer Hartjes noted there were a few minor engineering comments to be addressed prior to construction. Planner Schaefer noted Attorney Hoeft provided some recommended edits to legal documents and the staff report noted that any proposed wetland fill would require Ozaukee County zoning approval/rezoning.

   Supervisor Lechner made a motion to approve the Brandt Highlands 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.

DRAFT

6. Sale of lots to follow final plat approval.

Chairman Pipkorn seconded, and the motion carried unanimously.

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*
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 provided AB-100, AB-101, and AB-200 forms as required by the Wisconsin Department of Revenue and the previous agent provided a document relinquishing their current license to the application.

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.

Supervisor Pipkorn made a motion to approve the transfer of 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. Chairman Salvaggio seconded, and the motion carried unanimously.

c. Discussion and possible motion on an agreement for professional planning consulting services with Cedar Corporation*
The Town has an existing agreement with Cedar Corp for professional planning consulting services that requires annual review and extension by the Board. 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. The agreement would see Senior Planner Ben Greenberg continuing to be available to the Town.

Supervisor Pipkorn made a motion to approve the annual agreement for professional planning consulting services with Cedar Corporation. Chairman Salvaggio seconded, and the motion carried unanimously.

d. Discussion and possible motion on the final payment of a previously approved Western Star tandem axle patrol truck*
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 from Burke Equipment (2024). The remaining balance was planned to be paid in December of 2025 as staff were 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 is due to Burke Equipment and $1,500 is due to Letters and Signs for the final safety markings; both items were a part of the 2025 budget. A 2026 budget amendment will be proposed at a future Finance Committee meeting to account for this carryover expense.

Supervisor Lechner made a motion to approve the final payment of a previously approved Western Star tandem axle patrol truck. Supervisor Pipkorn seconded, and the motion carried unanimously.

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." No motion to enter into closed session was made.

b. Reconvene to open session and the regular order of business
Not applicable; no closed session was held.

DRAFT

13. ADJOURNMENT

Chairman Salvaggio made a motion to adjourn the meeting at 7:22 pm. Supervisor Pipkorn seconded, the motion carried unanimously and the meeting adjourned.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

DRAFT

TOWN OF CEDARBURG
PLAN COMMISSION MEETING MINUTES
June 17, 2026

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

Also Present: Eric Ryer, Administrator, Sara Jacoby, Assistant Administrator/Clerk, Adam Monticelli, Director of Public Works, Amanda Schaefer, Consulting Planner, Troy Hartjes, Town Engineer

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 May 20, 2026 Plan Commission Meeting Minutes*

Commissioner Gaertig made a motion to approve the meeting minutes from May 20, 2026. Chairman Salvaggio seconded the motion, and it passed unanimously.

3. PUBLIC HEARING

a. None

4. OLD BUSINESS

a. None

5. NEW BUSINESS

a. Discussion and possible recommendation on a preliminary plat for a major land division by Charlie Hutchinson for Horns Corners Preserve for property located at 461 Horns Corners Road [Owner: Horns Corners Preserve, LLC, NE ¼ Sec. 32, 7.46 acres, zoned R-2 Single-Family Residential District]*

The applicant is requesting approval of a preliminary plat that includes six buildable lots and one outlot on a 7.46-acre parcel zoned R-2 Single-Family residential just north of the Greystones neighborhood. The access to the site would be off Horns Corners Road. The subdivision was proposed to be serviced by a new private shared driveway. There is no proposed rezoning required for this project. Concept review took place at the August 27, 2025, Special Plan Commission Meeting, where the applicant received unanimous, positive feedback on the initial concept plan design.

Presiding Commissioner Borgwardt noted members of the general public would be allowed to speak related to this application, but Plan Commission would not respond directly to comments, as there is no public hearing. Harvey Padek of 9390 Stonegate Road in the Greystone Subdivision, resident and HOA president spoke, noting they do not contest the development, but did have some questions including but not limited to if lot 6 met size requirements; if the stormwater pond is adequately designed noting they would request an aerator for the pond; requested additional trees to buffer the Greystones subdivision; and requested that snow plowing not obstruct the walking path.

Planner Schaefer and Engineer Hartjes summarized the application for the Plan Commission. Commissioner Lewandowski referenced the Cedarburg Fire Department request for a wider private shared driveway easement of 20' instead of 16', and it was clarified that lot 6 does meet the Town minimum requirement of 40,000 square feet.

Applicant Charlie Hutchinson noted he would work with the Town to make requested changes.

Planner Schaefer noted staff recommended approval subject to the following conditions: outstanding punch list items and legal comments are resolved, including clarifying that the access is a private shared driveway, not a road and would not receive a road name; landscape plan be submitted; refuse and recycling, and mailbox clarifications and notations provided; all necessary permits must be secured from the proper entities; all objecting and approving agency questions, comments, and/or concerns are resolved.

Commissioner Lechner made a motion the Plan Commission recommend approval of the preliminary plat subject to the conditions previously listed by Planner Schaefer. Chairman Salvaggio seconded. It was clarified the Plan Commission would like the item to return to Plan Commission prior to advancing to Town Board. The motion carried 6-1-0, with Commissioner Lechner dissenting.

b. Discussion and possible recommendation 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]*
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 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."

Planner Schaefer and Engineer Hartjes summarized the application and staff comments. Attorney Hoeft noted he would work with Mr. Levy to address legal comments he has in regard to the applicable legal documents. Planner Schaefer noted staff recommended approval subject to the following conditions: all staff report outstanding punch list items and legal comments are resolved, including clarifying that the access is a private shared driveway, not a road and would not receive a road name; landscape plan be submitted; refuse and recycling, and mailbox clarifications and notations provided; all necessary permits must be secured from the proper entities; all objecting and approving agency questions, comments, and/or concerns are resolved.

Commissioner Gaertig made a motion the Plan Commission recommend approval of the preliminary plat to the Town Board subject to the conditions previously listed by Planner Schaefer. Commissioner Lewandowski seconded, and the motion carried unanimously.

c. Discussion and feedback regarding a concept plan for a minor land division by John Haeberlin (applicant) for property located at 1126 Wauwatosa Road [Owner: John Haeberlin, NW ¼ Sec. 22, 2.19 acres, zoned B-2 Planned Business District]*
The applicant requested a concept review to, "split northern and southern parts of lot – north to become additional land / parking for CSH building @ 1170 Wauwatosa Rd."

Planner Schaefer presented the staff report, noting that both the proposed parcel and parent parcel have direct access to STH 181 and that the applicant will need to work with WisDOT for any new access points. It is expected that the property will be subject to Ozaukee County Shoreland Zoning, and there are wetland indicators present. Planner Schaefer indicated that a rezone from B-2 Planned Business District to B-3 Business District would be required for the new land being added to the 1170 Wauwatosa Road parcel via CSM so split zoning does not occur on the parcel and that a land combination would be needed to use part of the land for parking. She noted dimensional requirements and setbacks must be met for both the new lot and parent parcel, and all zoning code and land division code regulations apply to any future Minor Land Division application (CSM). She noted all principal, conditional, and accessory uses apply to a property along with their proper order of development; in the B-2 Planned Business District, a parking lot would be considered an accessory or ancillary use, meaning it is only permitted after the principal structure is present or under construction on site. Parking cannot be a standalone use. Lastly, the Town design standards would apply to any upcoming applications.

Owner/Applicant John Haeberlin spoke to his plans for the land, his desire to create more parking spaces for his property at 1170 Wauwatosa Road, and his intention to commission a survey and a wetland delineation.

The Commission generally supported his concept plan, with no formal action taken.

d. Discussion and feedback regarding a concept plan application for a Conditional Use Permit Amendment by Kristin Forrer and Carly Corson for Daily Market Co. within the existing multi-tenant building located at 1170 Wauwatosa Road [Owner: CSH Building, LLC, NW ¼ Sec. 22, 2.02 acres, zoned B-3 Business District]*

The applicant requested a, "site plan review for retail shop (800 sf); use will be in SW corner of CSH building facing Wauwatosa Road; retail market with kitchen (500 sf)."

Planner Schaefer presented the staff report. She noted per the conditions on the current CUP, parking along the north lot line is prohibited. The current site plan is utilizing that parking along with introducing additional stalls to that area, which is not allowed. Additionally, four stalls are proposed to be removed from the area just to the north of the batting cages space. These site limitations and proposed changes lead to a parking plan that offers less parking than the current parking plan associated with the existing CUP. Parking requirements will need to be addressed with a future application that must include a detailed parking analysis. Parking for this property may also be addressed with the CSM Concept by Mr. Haeberlin.

Staff recommended that the previous CSM concept is addressed first, then a formal joint CUP amendment application be made by both Daily Market Co. and the 1170 CSH Building LLC so all site and building improvements can be addressed at the same time. Planner Schaefer noted a more detailed business plan – hours of operation, number of employees, expected number of customers per day, list of special events and how the rental space is used, etc. should be submitted, along with a more detailed site plan showing all existing and proposed conditions – includes proposed landscaping, lighting, parking improvements, location of dumpster enclosures, location of loading / delivery areas, etc. It should be noted that all existing conditions listed on the current Conditional Use Permit must be considered with any future applications.

Commissioner Lewandowski expressed positive interest in the proposal. Commissioner Borgwardt reiterated the need to clean up the parking plan that has been an issue for some time. Attorney Hoeft noted that a text amendment may be necessary to include with the next application(s) depending upon final uses for which the applicant intends to apply. The Plan Commission gave positive feedback to the overall concept, with no formal action taken.

e. Discussion and possible recommendation 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.

Commissioner Gaertig made a motion to recommend adoption of 2026-10, "An Ordinance to Amend Chapter 184 Land Division of the Town of Cedarburg, Ozaukee County, Wisconsin" including minor grammatical corrections. Commissioner Carmichael seconded and the motion carried unanimously.

6. ADJOURNMENT

Commissioner Lewandowski made a motion to adjourn at 8:00 pm. Commissioner Carmichael seconded and the motion passed unanimously.

Respectfully Submitted,

Sara Jacoby
Assistant Administrator/Clerk

CITY OF CEDARBURG/TOWN OF CEDARBURG JOINT FIRE/EMS SERVICES COMMITTEE MEETING
MINUTES July 24, 2025

A regular meeting of the Joint Fire/EMS Services Committee was held Thursday, July 24, 2025, in person and online utilizing the Zoom app.

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

Roll Call: Present – City of Cedarburg – Council Members Kristian Lindo and Robert Simpson and Chairperson Scott Gonwa

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

Also Present – Fire Chief Jeff Vahsholtz, City Administrator Mikko Hilvo (via Zoom), Town Administrator Eric Ryer, Assistant Administrator/Clerk Sara Jacoby, Dan Den Boer

STATEMENT OF PUBLIC NOTICE
At Chairperson Scott Gonwa's request, Town Assistant Administrator/Clerk Jacoby verified that notice of this meeting was posted in accordance with the Wisconsin Open Meetings Law.

COMMENTS & SUGGESTIONS FROM CITIZENS – None

APPROVAL OF MINUTES
A motion was made by Town Supervisor Pipkorn to approve the November 21, 2024 Joint Fire/EMS Services Committee minutes. Town Supervisor Lechner seconded, and the motion carried unanimously.

NEW BUSINESS

A. DISCUSSION AND POSSIBLE RECOMMENDATION ON STAFFING AND 2026 DRAFT BUDGET

Chief Vahsholtz summarized the year-to-date budget with comments and clarification from Dan Den Boer. They answered Committee questions related to defining specific budget line items. The Chief then explained his proposed staffing plan changes in comparison to the original staffing plan. This included transitioning the administrative assistant from part-time to full-time, adding a part-time Membership Recruitment & Retention position, a Lieutenant position, and two firefighter/paramedics in 2026. Some of these adjustments are new, and some are being sought ahead of schedule. He noted the costs associated with the proposed staffing plan changes would be covered by higher than anticipated EMS revenues, not tax levy dollars from the City or Town. The Town and City Administrators noted that due to the higher than anticipated EMS revenues, the intent is to hold City and Town tax levy contributions to the Fire Department at 2028 levels throughout the 10-year agreement, with cost increases above those levy figures paid for with EMS revenues. City Council Member Simpson made a motion to accept and recommend the budget and the proposed modification of the current staffing plan. City Council Member Lindo seconded, and the motion carried unanimously.

B. DISCUSSION AND POSSIBLE RECOMMENDATION ON A FUND BALANCE POLICY

Town Administrator Ryer discussed the intention of the fund balance policy to use EMS revenues to pay for ambulance and capital purchases, and help maintain the long-term financial stability of the

department by dividing Fire Department annual surplus funds between the City and Town per the formula. Those funds would go back to the City and Town for deposit into their respective Fire & EMS funds to be used on future budget year annual operating expenses to defray those costs. This fund balance policy would formalize that intention. Town Committee Member Borgwardt made a motion to recommend approval of the Fund Balance Policy. City Council Member Simpson seconded, and the motion carried unanimously.

C. DISCUSS ON FUTURE MEETINGS

Town Committee Member Borgwardt suggested that there be a regular date set for Committee Meetings. Even though the meetings are infrequent, planning would be made easier if it was understood that a meeting could be expected to take place on a certain day during the week, and a particular week during the month. Town Committee Member Borgwardt made a motion to designate the fourth Thursday of the month for meetings and setting the next meeting date to be July 24, 2026 unless otherwise needed. City Council Member Simpson seconded, and the motion carried unanimously.

ADJOURNMENT

A motion was made by City Council Member Lindo to adjourn the meeting at 7:16 p.m. City Council Member Simpson seconded, and the motion carried unanimously.

Sara Jacoby
Town Assistant Administrator/Clerk

Town of Cedarburg
Treasurer's Report
7/31/2026

	General Funds	
Beginning Balance as of 6/27/26	$ 5,792,932.61	
Receipted Revenues:	115,761.88	See below
Earned Interest - Money Market	8,350.24	
Earned Interest - Checking	222.27	
Earned Interest - PWSB CD	5,435.40	
Additions/Subtractions:		
Transfer to/from Road Bonds	(1,500.00)	
Transfer from Environmental Account	-	
Transfer to/from Impact Fees	(3,790.00)	
Less: PWSB Road Sealing loan payoff	(360,139.94)	
Less : Monthly Disbursements	(774,890.87)	
Ending Balance as of 7/31/26	$ 4,782,381.59	

Revenue Sources:	
Additions/Subtractions:	
Building Permit Fees	9,376.33
Plumbing, Electric & HVAC Permit Fees	4,758.24
Conditional Use	300.00
Recycling Fees - Special Pick Up	100.00
State Shared Revenues	55,007.08
Crop/Managed Forest Land Tax	-
Misc State Grants	-
Yard Waste Cards	490.00
Brusch Chipping	872.50
Rezoning/Petition/Plat/Quarry	500.00
Bartender/Cigarette/Liquor Licenses	108.00
Culvert/Driveway Permit	125.00
Sign Permits	75.00
Miscellaneous	676.49
Cable Franchise Fee	407.91
Insurance Reimbursement	1,291.70
Special Assessment Letters	470.00
Telecommunications Tower	496.70
Fall Baseball Fees	-
Soccer Fees	-
Track & Field Fees	-
Little League Sponsorship	8,362.50
Little League Fees	32,344.43
Total Receipts for July	$ 115,761.88

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of July 31, 2026

	Machinery Account	Public Works Facility Acct.	Planning, Zoning, Municipal Code and Enforcement	Environmental Account	Total
Beg Bal June 27, 2026	$ 1,021,426.31	$ 178,121.87	$ 458,106.72	$ 149,248.87	$ 1,806,903.77
Receipts:					
Interest	3,682.93	642.25	1,651.78	538.14	$ 6,515.11
					$ -
Ramboll				-	$ -
					$ -
					$ -
					$ -
End Bal July 31, 2026	$ 1,025,109.24	$ 178,764.12	$ 459,758.50	$ 149,787.02	$ 1,813,418.88

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of July 31, 2026

Account 200-00-11230	Utility Bonds	Road Bonds	Holding Tank Bonds	Impact Fees
Beginning Balance June 27, 2026	$ 22,163.32	$ 57,600.00	$ 192,800.00	$ 276,973.90
Receipts:				
Deposit		1,500.00		3,790.00
Interest	997.37			999.83
Transfer	(997.37)	-		
Ending Balance July 31, 2026	$ 22,163.32	$ 59,100.00	$ 192,800.00	$ 281,763.73

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of July 31, 2026

	Escrow Accounts	Petty Cash
Beginning Balance June 27, 2026	$ 56,304.97	$ 350.00
Receipts		
Earned Interest	102.70	
Fund Transfers		
Ending Balance July 31, 2026	$ 56,407.67	$ 350.00

Escrows Held	Amount
Prairie West	$ 5,859.75
Greystones	$ 50,537.92
Total	$ 56,397.67

Town of Cedarburg
Monthly Summary of Cash & Invested Account Balances
As of July 31, 2026

General Funds	$ 4,782,381.59
Machinery Account	1,025,109.24
Public Works Facility Account	178,764.12
Paving Escrow Accounts	56,407.67
Utility Permit Escrows	22,163.32
Road Bond Account	59,100.00
Holding Tank Account	192,800.00
Impact Fee Account	281,763.73
Environmental Account	149,787.02
Planning, Zoning, Municipal Code and Enforcement	459,758.50
Petty Cash	350.00
Total Balance	$ 7,208,385.19
Less Cash & Invested Account Balances From Prior Month	8,206,028.57
Increase/(Decrease) in Invested Account Balances for the Month	$ (997,643.38)

Katie LeBlanc
Treasurer

Town of Cedarburg
Impact Fees
As of July 31, 2026

Public Services	6/27/2026 Beginning Balance	Additions	Subtractions	7/31/2026 Current Balance
Parks & Recreation	$6,999.03	$ 1,587.35	$ -	$ 8,586.38
Municipal	$13,911.53	$ -	$ -	$ 13,911.53
Town Hall	$68,297.51	$ 406.66	$ -	$ 68,704.17
Public Works Garage	$62,204.65	$ 370.25	$ -	$ 62,574.91
Recycling Center	$56,417.48	$ 341.99	$ -	$ 56,759.48
Highways & Traffic Control	$65,128.86	$ 1,173.03	$ -	$ 66,301.89
Fire Department	$4,014.83	$ 910.55	$ -	$ 4,925.38
Total of all Balances	$260,792.23	$ 4,789.83	$ -	$ 281,763.73

Receipts - Fees & Interest **$4,789.83** $ -

	Allocated %	Allocated Fee
Parks & Recreation	33.14%	$ 1,587.35
Municipal Buildings:		
Town Hall	8.49%	$ 406.66
Public Works Garage	7.73%	$ 370.25
Recycling Center	7.14%	$ 341.99
Fire Department	24.49%	$ 1,173.03
Highways & Traffic Control	19.01%	$ 910.55

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	4
		Number of Impact Fees Paid	545

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	7/08/2026	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	9,709.21
EFT	7/08/2026	Wisconsin Department of Revenue-3028	1,656.63
EFT	7/08/2026	Great-West Retirement	210.00
EFT	7/15/2026	Charter Communications (Spectrum)	74.72
EFT	7/15/2026	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	30.72
EFT	7/15/2026	Elan Financial Services	1,182.32
EFT	7/15/2026	UHS Premium Billing	15,531.95
EFT	7/15/2026	WISCONSIN EMPLOYEE TRUST FUND (ETF)	7,578.90
EFT	7/22/2026	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,759.11
EFT	7/22/2026	WDOR- 930208	1,227.18
EFT	7/15/2026	Great-West Retirement	210.00
EFT	7/22/2026	WM Corporate Services, Inc.	38,293.27
41637	7/01/2026	5 Corners Isuzu Truck & Auto	371.18
41638	7/01/2026	Amazon Capital Services	69.99
41639	7/01/2026	ARNOLD'S ENVIRONMENTAL SERVICES	1,950.00
41640	7/01/2026	Ascension Occupational Health-	111.00
41641	7/01/2026	Bogwardt, Donald	125.00
41642	7/01/2026	BURKE TRUCK & EQUIPMENT INC.	6,409.26
41643	7/01/2026	Carlin Sales Corp.	885.35
41644	7/01/2026	Carmichael, Kerry	125.00
41645	7/01/2026	CEDARBURG SCHOOL DISTRICT	375.00
41646	7/01/2026	CITY OF CEDARBURG	342,370.50
41647	7/01/2026	Cleaning Authority	280.00
41648	7/01/2026	Current Electric	18,741.37
41649	7/01/2026	EGELHOFF LAWN MOWER SERVICE	153.10
41650	7/01/2026	EMPLOYEE BENEFITS CORP	1,782.09
41651	7/01/2026	Gaertig, Thomas	125.00
41652	7/01/2026	GENERAL COMMUNICATIONS INC	955.88
41653	7/01/2026	LANGE ENTERPRISES INC	329.29
41654	7/01/2026	Lewandowski, Anne M.	125.00
41655	7/01/2026	LIBERTY TIRE RECYCLING LLC	527.70
41656	7/01/2026	LIESENER SOILS INC	185.00
41657	7/01/2026	MID-STATE EQUIPMENT	95.11

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
41658	7/01/2026	NAPA Auto Parts	171.02
41659	7/01/2026	Ontech Systems Inc.	5,575.06
41660	7/01/2026	OZAUKEE COUNTY HIGHWAY DEPT	2,193.00
41661	7/01/2026	Ozaukee County Treasurer	9.86
41662	7/01/2026	QUILL CORPORATION	1,428.09
41663	7/01/2026	RA Smith National	1,090.75
41664	7/01/2026	RICOH USA, INC.	204.69
41665	7/01/2026	SUPERIOR CHEMICAL CORP	372.42
41666	7/01/2026	WE ENERGIES	1,093.53
41669	7/01/2026	Weldord, Lee	20.00
41670	7/01/2026	Wolf, Steven	125.00
41671	7/10/2026	BORGWARDT, CAROL	18.87
41672	7/10/2026	Borgwardt, Donald	27.63
41673	7/10/2026	Byrum, Mary	29.92
41674	7/10/2026	Kaminsky, Jace	366.78
41675	7/10/2026	Larson, Asa	79.26
41676	7/10/2026	Steinbrecker, John	29.92
41677	7/10/2026	Taffora, Brock	575.37
41678	7/10/2026	Cumiskey, Keith	29.92
41679	7/08/2026	Amazon Capital Services	1,456.87
41680	7/08/2026	American Metal and Paper	109.30
41681	7/08/2026	BURKE TRUCK & EQUIPMENT INC.	79,825.18
41682	7/08/2026	Culligan of West Bend	71.75
41683	7/08/2026	LANNON STONE PRODUCTS	1,113.95
41684	7/15/2026	5 Corners Isuzu Truck & Auto	188.90
41685	7/15/2026	Antoine Hoeft & Eberhardt, S.C.	16,995.00
41686	7/15/2026	Bauer Built Tire	3,125.28
41687	7/15/2026	BUELOW VETTER BUIKEMA OLSON & VLIET, LLC	216.00
41688	7/15/2026	BURGHARDT SPORTING GOODS	9,400.00
41689	7/15/2026	Carlin Sales Corp.	731.25
41690	7/15/2026	Cedar Corporation	1,207.50
41691	7/15/2026	Cleaning Authority	280.00
41692	7/15/2026	Conley Media, LLC-Classified	74.54

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
41693	7/15/2026	DIGGERS HOTLINE INC	76.00
41694	7/15/2026	EMPLOYEE BENEFITS CORP	4,000.00
41695	7/15/2026	Esser, Kari	39.68
41696	7/15/2026	GFL Environmental	461.38
41697	7/15/2026	GOLLNICK & SONS TREE SERVICE LLC	300.00
41698	7/15/2026	LANGE ENTERPRISES INC	688.54
41699	7/15/2026	NAPA Auto Parts	13.39
41700	7/15/2026	Ozaukee County Treasurer	68.60
41701	7/15/2026	QUILL CORPORATION	876.44
41702	7/15/2026	RA Smith National	2,186.00
41703	7/15/2026	REINDERS, INC	438.00
41704	7/15/2026	RICOH USA, INC.	204.69
41705	7/15/2026	Rote Oil	4,696.62
41706	7/15/2026	Ryan Fireprotection Inc-Milwaukee Branch	840.00
41707	7/15/2026	SAFEbuilt, LLC Lockbox #88135	5,960.23
41708	7/15/2026	WI Department of Transportation-7366	6,597.09
41709	7/15/2026	WISCONSIN PUMP & SUMP	170.00
41710	7/24/2026	Kaminsky, Jace	605.22
41711	7/24/2026	Taffora, Brock	611.20
41712	7/29/2026	Amazon Capital Services	355.95
41713	7/29/2026	American Metal and Paper	120.40
41714	7/29/2026	ARNOLD'S ENVIRONMENTAL SERVICES	450.00
41715	7/29/2026	BURGHARDT SPORTING GOODS	4,287.70
41716	7/29/2026	Catalis LLC	1,850.00
41717	7/29/2026	Cleaning Authority	290.00
41718	7/29/2026	Community Insurance Corporation	57,630.00
41719	7/29/2026	Emplify Health	126.00
41720	7/29/2026	EMPLOYEE BENEFITS CORP	259.74
41721	7/29/2026	LANNON STONE PRODUCTS	128.53
41722	7/29/2026	Letters & Signs	1,815.00
41723	7/29/2026	MCE - Motion & Control Enterprises LLC	703.63
41724	7/29/2026	NAPA Auto Parts	179.23
41725	7/29/2026	Nathan Krause	58.14

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
41726	7/29/2026	Ontech Systems Inc.	905.60
41727	7/29/2026	OZAUKEE COUNTY HIGHWAY DEPT	5,139.08
41728	7/29/2026	PETTY CASH	16.33
41729	7/29/2026	QUILL CORPORATION	281.72
41730	7/29/2026	RA Smith National	18,431.50
41731	7/29/2026	Ramboll Americas Engineering Solutions Inc.	2,065.62
41732	7/29/2026	SAFETY-KLEEN SYSTEMS, INC.	1,058.50
41733	7/29/2026	STANTEC CONSULTING SERVICES INC	6,208.50
41734	7/29/2026	WE ENERGIES	1,402.85
41735	7/29/2026	Wisconsin Gas	35.00
41736	7/29/2026	WISCONSIN PUMP & SUMP	545.00
V4912	7/10/2026	Bartley, Andrew	2,269.13
V4913	7/10/2026	Boerner, Jeffrey	630.46
V4914	7/10/2026	Butschlick, Jamie	1,603.16
V4915	7/10/2026	Esser, Thomas	1,187.62
V4916	7/10/2026	Huebner, Andrew	1,376.61
V4917	7/10/2026	Jacoby, Sara	1,972.77
V4918	7/10/2026	Jungbauer, Paul	2,010.71
V4919	7/10/2026	Krause, Nathan	1,551.50
V4920	7/10/2026	Lauer, Russell	1,144.11
V4921	7/10/2026	LeBlanc, Katie	4,437.45
V4922	7/10/2026	LECHNER, LAWRENCE	1,303.06
V4923	7/10/2026	Lindberg, Glenn	1,082.93
V4924	7/10/2026	Mett, Julie	698.88
V4925	7/10/2026	Monticelli, Adam	3,186.39
V4926	7/10/2026	Pautz, Peter	1,336.33
V4927	7/10/2026	Peters, Samuel	338.84
V4928	7/10/2026	Pipkorn, Wayne	1,187.62
V4929	7/10/2026	Ryer, Eric	3,876.51
V4930	7/10/2026	SALVAGGIO, DAVID M	2,304.18
V4931	7/10/2026	Vollmar, John	206.98
V4932	7/24/2026	Bartley, Andrew	2,149.13
V4933	7/24/2026	Boerner, Jeffrey	482.05

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

Check Nbr	Check Date	Payee		Amount
V4934	7/24/2026	Butschlick, Jamie		1,603.16
V4935	7/24/2026	HINTZ, JOSEPH		91.76
V4936	7/24/2026	Huebner, Andrew		1,376.61
V4937	7/24/2026	Jacoby, Sara		1,972.77
V4938	7/24/2026	Jungbauer, Paul		2,010.71
V4939	7/24/2026	Krause, Nathan		1,448.33
V4940	7/24/2026	Lindberg, Glenn		1,004.63
V4941	7/24/2026	Mett, Julie		698.88
V4942	7/24/2026	Monticelli, Adam		3,066.39
V4943	7/24/2026	Pautz, Peter		1,336.32
V4944	7/24/2026	Peters, Samuel		218.84
V4945	7/24/2026	Ryer, Eric		3,756.51
			Grand Total	774,890.87

Cash - PWSD - Commingled all funds ALL Checks

Posted From: 7/01/2026 From Account:
Thru: 7/31/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	656,226.03
Total Expenditure from Fund # 200 - SPECIAL REVENUE FUND	2,065.62
Total Expenditure from Fund # 300 - CAPITAL PROJECT FUND	106,279.35
Total Expenditure from Fund # 500 - RECREATION	10,319.87
Total Expenditure from all Funds	774,890.87

2025
CEDARBURG FIRE DEPARTMENT
ANNUAL REPORT







CEDARBURG FIRE RESCUE EST. 1866

Mayor Thome, Members of the Common Council and Administrator Hilvo:

I would like to present the 2025 year-in-review for the Cedarburg Fire Department. On the following pages you will see many charts and graphs of our activities over the year. I am proud of our paid-on-call members, and our full-time staff, for their hard work and dedication to our community. Without all of them, there would not be much of a report to present.

In 2025, our dedicated members ran a total of 1,581 calls for service. EMS calls were 79.7% of our total calls. Of the 1,261 EMS calls, 74.6% of our patients were 60 years and older. For statistics on types of calls and frequency, see pages 6-10.

Our members put in 1,094 hours of stand-by for all special events held in the community. Our department also continued to hold Maxwell Street Days and other fund-raising events at Firemen's Park. Our members devoted 3,247 hours at the park. They accomplished that on top of providing fire and EMS services, training and other events.

In 2025, we promoted Katrina Schoen, one of our paid-on call members to full-time Firefighter/Paramedic. Katrina is a great addition to our full-time staff and our CFD family. At the end of 2025, we have a total of 5 full-time firefighter/paramedics. We also added 7 new paid-on-call members and 3 Passive members to our family. We also had the pleasure of promoting several of our members to leadership positions within the department. These promotions can be found on pages 11-12.

In closing, I would like to say **THANK YOU** to Mayor Thome, Administrator Hilvo, and the members of the Common Council for all your support throughout the year. The members of our department consist of amazing men and women, and our Explorers, who all share a common bond by serving their community.

I could not be any prouder to see the dedication of our CFD family and what they give and sacrifice for our community.



Jeffrey J. Vahsholtz
Chief

CFD 2025 Active Membership Roster

Under 1 year (Probationary):
Brady Naas
Brianna Reimer
Mathew Miller
Mariia Valentiuk
Brian Murphy
Garrett Horn
John Stuhlmacher

1 to 10 years:
Dustin A. Wallace
Heath M. Oberg
Benjamin N. Schuster
Benjamin M. Gustafson
Teddy Krol
Hailey I. Jett
Caitlin Steinberg
Andy Schottler
Will Didier
Rob Henry
Emily Cleveland
Melissa Demczak
Denisa Demczak
Jamie Wilhelme
Abigail J. DeGuelle
David B. Lee
Stephanie M. Van Pietersom
Daniel M. Wolf
Nicholas J. Lesselyoung

1 to 10 years continued:
Karissa J. Mathias
Shaun M. Smith
Edward T. Lanser *Lt. Engine Comp
Nicholas L. Janous *Lt. Training
Tanya N. Zarling * Lt. Rescue Comp
Melanie L. Clausing-Miles
Lindsay L. Lanser *Lt. Rescue Comp
Robert D. Mathias
Jeffrey L. Nelson

11 to 15 years:
Dustin Halyburton
Kelly A. LaPorta

16 to 24 years:
Robert F. Jung *Lt. Engine Company
Andrew W. Heidtke *Deputy Chief/Training
David M. Schwantes
Edward M. Petrarca *Lt. Rescue Company
Nichole J. Zarling
Christopher C. Hoerz
Peter J. Pautz *Lt. Engineers
Nathan M. Matter
Craig A. Boerner * Captain Engineers
Joseph E. Grube *Lt. Engine Company
Grant D. Witte *Safety Officer

25 to 34 years (Honorary Active):
Joel Bublitz
James G. Bougie
Scott E. Matusewic
Suzanne V. Ernst

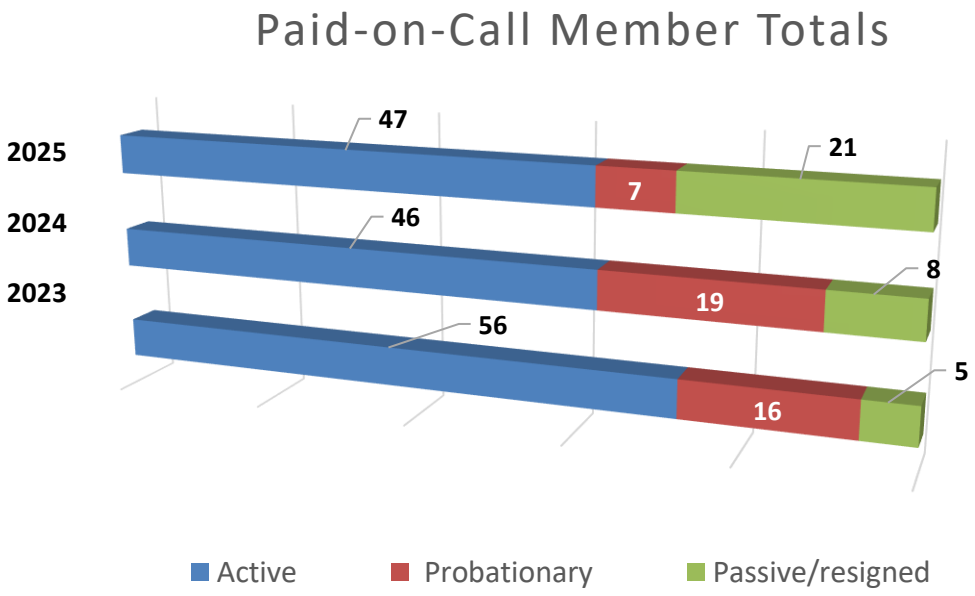
45 years and over: (Honorary Active):
Raymond R. Jung
Edward A. Bublitz

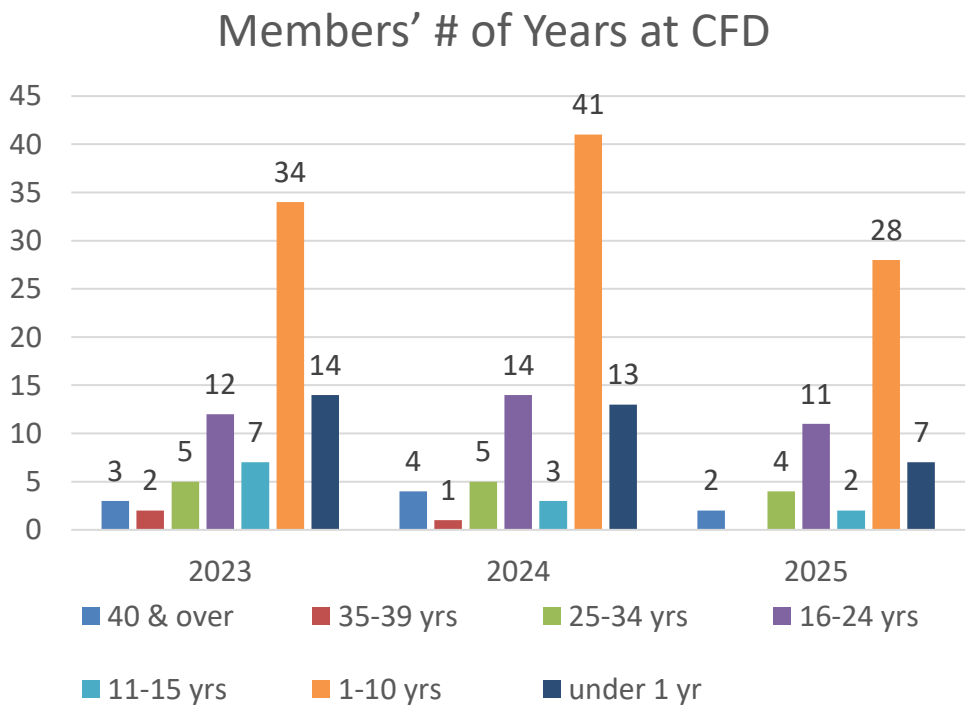
54 Paid-On-Call Members; 9 Full-Time Employed
Total Active in 2025: 63

9 Full-Time Employees:
Jeffrey J. Vahsholtz (Volunteer 1978 promoted to Chief 2014; Full-Time 2024) *Honorary Active Chief
Joseph W. Hintz (Volunteer 2008 to Full-Time 2020) *Deputy Chief
Blake R. Karnitz (Volunteer 2010; Hired Full-Time 2017) *Deputy Chief
Jason Peterson (Volunteer 2016 to Full-Time 2021) HEO/FF/Paramedic
Ethan J. LeGault (Volunteer to Full-Time 2022) HEO/FF/AEMT
Christopher R. Wunsch (Hired Full-Time 2023) HEO/FF/Paramedic
Nicholas G. Hepner (Hired Full-Time 2023) HEO/FF/Paramedic
Joel P. Deutsch (Hired Full-Time 2024) HEO/FF/Paramedic *Lt Rescue
Katrina Schoen (Promoted to Full-Time 2025) FF/Paramedic

*Denotes Officers/Chiefs

Each year, our paid-on-call membership retention fluctuates due to changes in people's lives; such as career changes, health, family, relocating etc. As shown below, for every new probationary member brought in, there can be an unknown number of members who leave in the same year.







In 2025, the bell tolled one last time for the following CFD members:

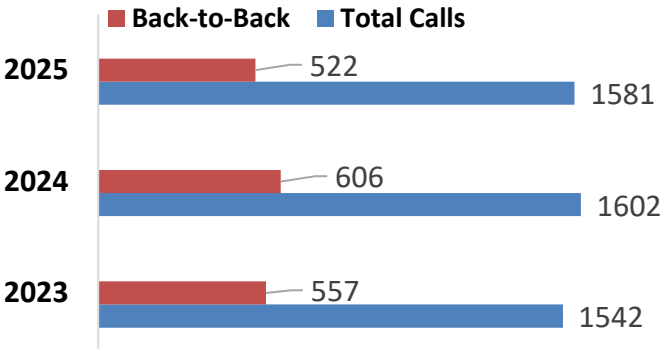
Wayne “Peachy” Fischer
Roger Kopplin
Roger Butt

2025

The Cedarburg Fire Department responded to a total of **1,581** incidents

	City	Town	Mutual Aid Given to other departments	Total
Rescue	1,021	220	15	1,256
Fire	211	73	38	322
Dive	0	1	2	3
Totals	1,232	294	55	1,581

For Mutual Aid Given and Mutual Aid Received information and statistics, see Page 7 for Rescue Incidents and Page 8 for Fire Incidents.



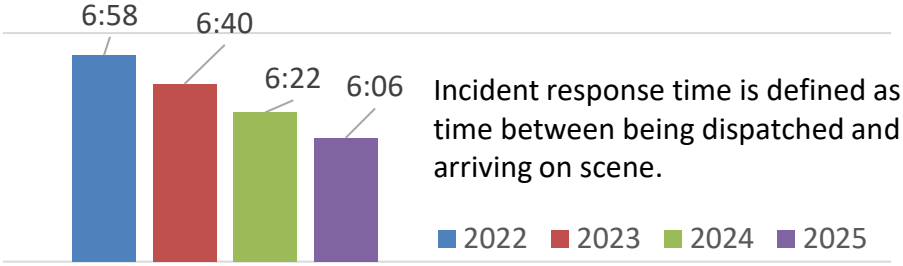
Back-to-Back Calls

Defined as when two or more incidents occur simultaneously, such as when one crew is out on a Rescue or Fire call and another incident is dispatched.

Percentage of back-to-back calls:

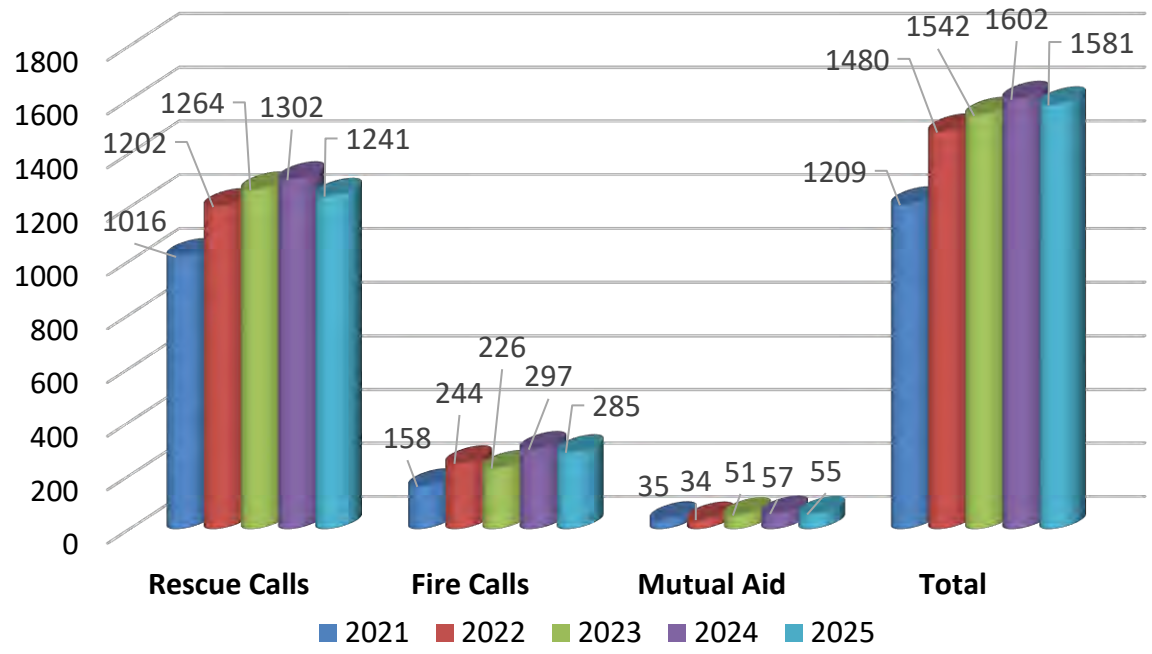
2025: 33.0%
2024: 37.8%
2023: 36.1%

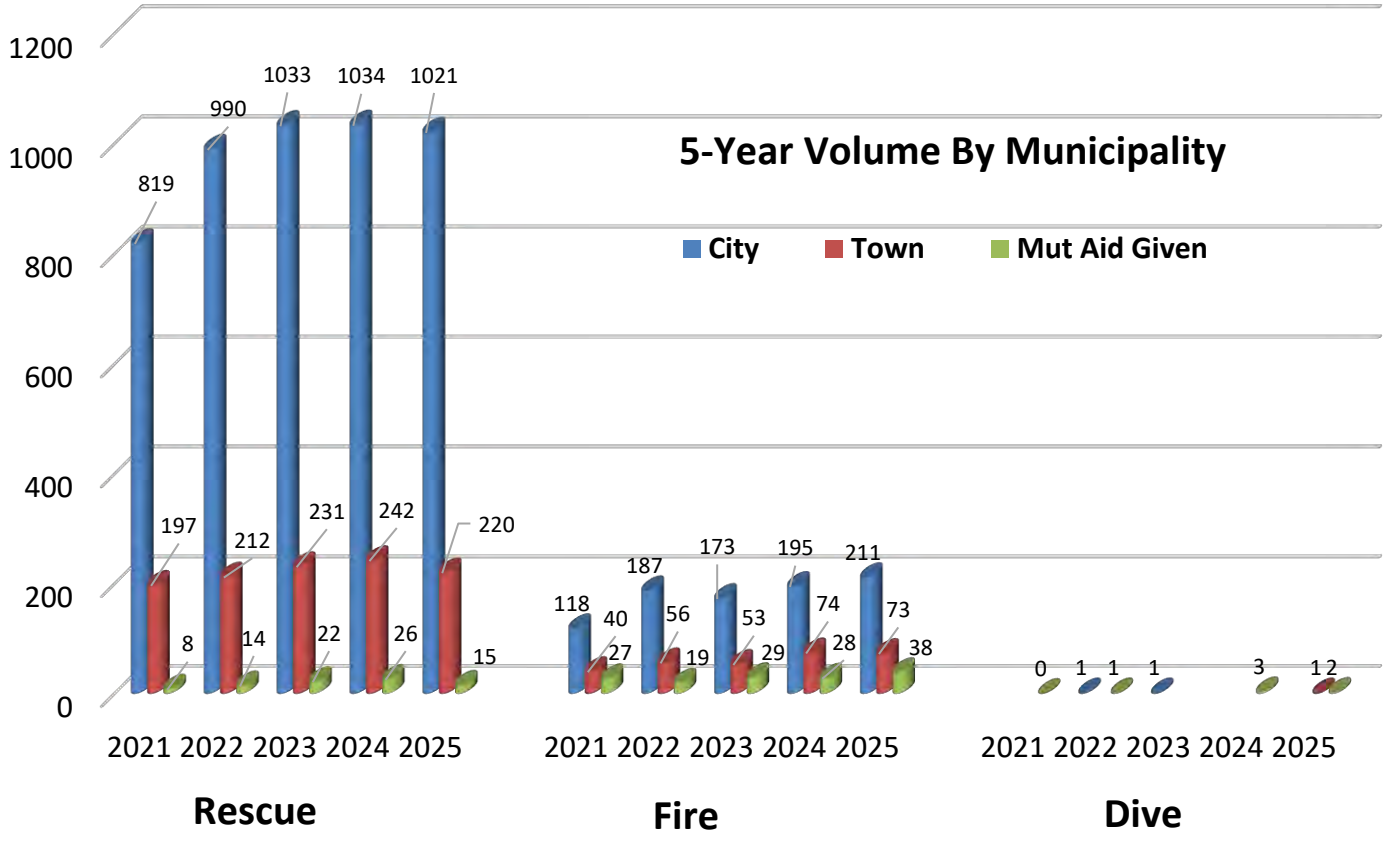
Average Response Time Min:Sec



Incident response time is defined as the amount of time between being dispatched and the first unit arriving on scene.

Fire and Rescue Incident Totals
5-Year Comparison



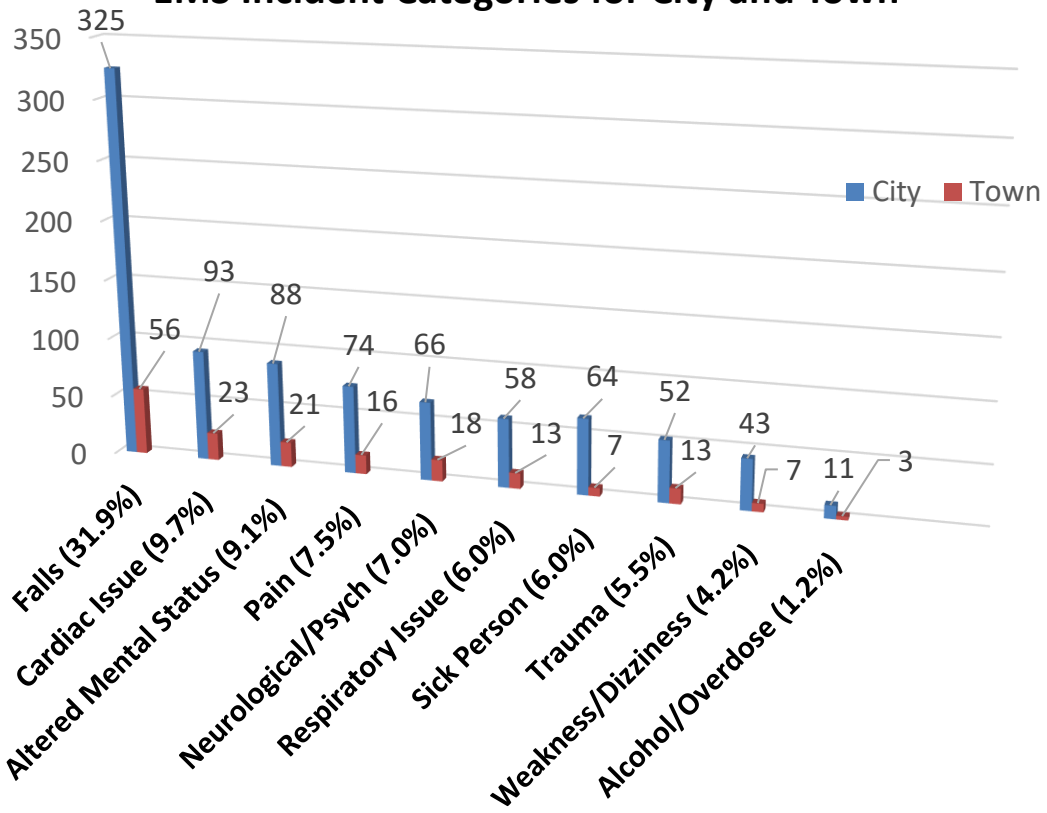


Rescue Incidents Summary

Total EMS: 1,261

City: 1,021 Town: 220 Mutual Aid Given: 15

EMS Incident Categories for City and Town



Paramedic Intercept Breakdown

Total EMS calls	1,261	79.8% of all calls
Total Intercept Requests	484	38.4% of all EMS calls
Paramedic Transport	53	4.2% of all EMS calls

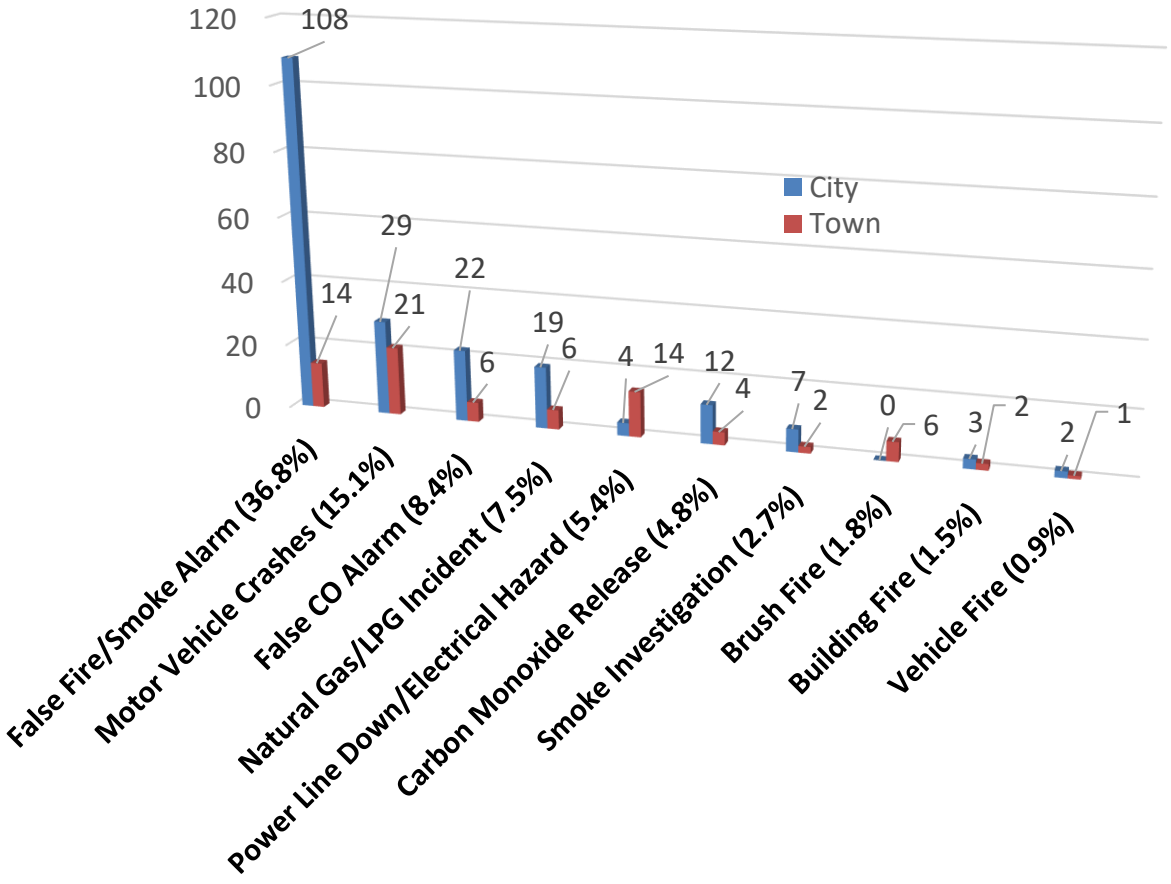
A majority of the intercept requests are computer generated. The county uses a program called ProQA. Based on questions asked by dispatch and answers given, the software determines if a paramedic is sent or not. The crew can and will call for a paramedic if needed, when one has not been automatically sent.

Types of Fire Incidents

Total: 321 City: 211 Town: 73

For Mutual Aid Given/MABAS – See next page

Fire Incident Categories for City and Town



City of Cedarburg Fires (3):

March: 1) Fully involved vehicle fire in driveway spread to detached garage, with siding and heavy smoke damage. Diesel fuel spill, Emergency Management called for cleanup. Water and foam used to extinguish fire. **May: (1)** Vehicle drove through garage/house. Weakened structure, shored walls with struts. Building inspector called for inspection.

November: (1) Roof and 2nd floor fire ignited at 1:30am in abandoned structure used for live fire training. MABAS Full Still Level. Fire extinguished and overhaul conducted on 2nd floor.

Town of Cedarburg Fires (2):

July: (1) Barn and two (2) outbuilding structures fully involved fire. MABAS Box Level and Tenders only to 2nd box level. Excavation called for roof removal. Approximately 90,000 gallons water used to extinguish fires**. November: (1)** House filling with smoke, activated alarms. Damage to siding only, no extension. Engine crew removed siding. Water spicket on outside of house had been thawed by owner with a propane torch.

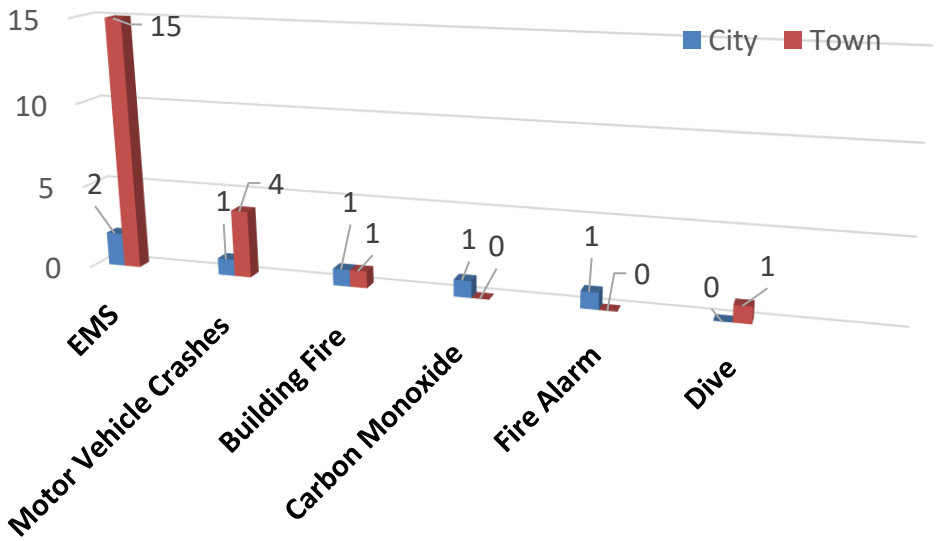
Mutual Aid Responses

Mutual Aid Given/MABAS: 55

Cedarburg **provided Mutual Aid** to other fire departments for various types of incidents including building fires, building collapse, cover assignments, motor vehicle accidents, EMS incidents, water rescue incidents, dispatched and cancelled, and more.

Mutual Aid Given To	# incidents
Ozaukee Central Fire Department	18
Southern Ozaukee Fire and EMS Department	18
Germantown Fire Department	5
Richfield Volunteer Fire Department	3
Port Washington Fire Department	3
Newburg Fire Department	2
Brookfield Fire Department	1
Fredonia Fire Department	1
Jackson Fire Department	1
Milwaukee Fire Department	1
North Shore Fire Department	1

Cedarburg **received Mutual Aid** from other departments 27 times; 21 in the Town of Cedarburg and 6 in the City of Cedarburg. See below for types of incidents.



2025 Staffing and Promotions

Chief Vahsholtz announced several promotions, for both full-time and paid-on call members, which included: 3 Rescue Company Lieutenants, 2 Engine Company Lieutenants, 1 Training Division Lieutenant and a Deputy Chief - Community Risk Reduction (CRR)

Blake Karnitz was promoted to the rank of Deputy Chief. Blake joined the Explorer program in Cedarburg in 2009 and joined as an active member in 2010. Since then, he has continuously taken on many leadership roles. His first role was Assistant Training Officer in 2013 as a volunteer. In 2017, he was hired to his full-time position as Fire Inspector. In addition to being a State Certified Fire Inspector and Investigator, Blake is an Advanced EMT and held the rank of Rescue Lieutenant from 2019 to 2024. Blake was promoted to Captain in 2024, overseeing our new Community Risk Reduction (CRR) Division, which encompasses fire inspections, along with public education and community outreach. In 2024, he completed his Bachelor of Science Degree in Fire Administration/Fire Investigation. Blake holds certifications in Firefighter I and II, HazMat Ops, Driver/Operator Pumper and Aerial, Fire Inspector, Fire Instructor I, and Fire Officer I and II. In 2025, he received the Center for Public Safety Excellence Designations for Fire Officer and Fire Marshall. Blake leads our CRR division while taking on the responsibilities that come with his new rank as Deputy Chief.

J**oel Deutsch was promoted to the rank of Lieutenant Rescue Company.** While Lt. Deutsch is new to our Department, he is very familiar with our service. He joined our department in 2024 as a paid-on-call member and was soon hired as a full-time member. He has been working with the Cedarburg Fire Department since 2012, when he began responding to our calls as a paramedic intercept from Thiensville Fire Department. At previous organizations, he has been promoted to various levels and brings a variety of experience and knowledge. We look forward to his contributions and leadership.

In 2025, Lt. Deutsch was eager to further his knowledge by attending several professional development courses that will benefit our organization. He started the year by attending Fitch and Associates' Beyond the Streets program, which teaches the foundations of leadership and Emergency Medical Services operations. He also attended a virtual program hosted by the State of Wisconsin Office of Rural Health called EMS Operations and Leadership that discusses the specific governance of Emergency Medical Services in the state of Wisconsin. At the end of the year, he completed the Fitch and Associates' Ambulance Service Manager Program, a rigorous 14-week program. This is an internationally recognized course that has several parts, including online learning, a research project and presentation, and two week-long in-person sessions. Here, he learned more in-depth about managing an Emergency Medical Service, and leadership and supervisory techniques.



Rescue Lt. Joel Deutsch and Deputy Chief Blake Karnitz

In December 2025, **Katrina Schoen was hired to fulltime Firefighter/Paramedic position.** Katrina joined the department in July 2022 as a volunteer, and by 2024 she had completed Advanced EMT and Fire I. Wasting no time, she then completed a year-long course for Paramedic in 2025. Katrina loves being a part of the CFD family and brings her smile and positivity to the job every time she is on shift.



2025 STAFFING AND PROMOTIONS (CONTINUED)

Nick Janous was promoted to the rank of Lieutenant Training Division. Nick joined the department as a volunteer member in 2019 and began driving ambulance for rescue calls. By 2024, Nick completed his certifications for Firefighter I and II, HazMat Ops, Driver/Operator Pumper, Fire Officer I and Fire Instructor I. Nick received the First Responder Award in 2020 and in 2022 for responding to the most fire calls. In addition to running calls, Nick works with our new members, mentoring and training them during their orientation and one-year probation process.

Tanya Zarling was promoted to the rank of Lieutenant Rescue Company. Tanya joined the Explorer program at the fire department in 2014, and in 2016 she was appointed Explorer Lieutenant to lead the group of teenagers. In 2018, she became an active member of the department and earned her EMT license, while studying for her Bachelor's degree at Concordia University. By 2022, she had received her license as an Advanced EMT and her CPR Instructor certification. Her dedication to the department, running calls and helping others shows in everything she does.

Matt Petrarca was promoted to the rank of Lieutenant Rescue Company. Matt has been a member of the department since 2006, joining as a licensed EMT. For close to 20 years, Matt has attended trainings and refreshers and responded to calls while earning his Advanced EMT license along the way. Matt's humor and the ability to calm people on an ambulance are crucial skills that help manage high-stress situations by de-escalating anxiety, building trust, and creating a more stable environment for both patients and crew.

Eddie Lanser and Bobby Jung each named to Acting Lieutenant Engine Company. The definition of an "Acting Lieutenant" is a temporary or transitional term while the candidate completes required courses, such as Instructor I and Officer I, before being officially moved up to Lieutenant

.

Eddie first joined the Explorer program while in high school and trained with the fire department for three (3) years. He joined as an active member in 2020. By 2022, he had become certified in Firefighter I and II, HazMat Ops, Driver/Operator Pumper and Aerial, and earned his EMT license.

Bobby also participated in the Explorer program from 2004 to 2008 and joined the department as an active member in 2008. He became certified in Firefighter I and HazMat Operations in 2009. By 2014, he received his Firefighter II certification. Bobby proudly serves the community and the department following in the footsteps of his father, Ray, who is also a member of the department. Tradition and family values means a great deal to many of our members.



Back Row L to R: Engine Co. Acting Lt. Bobby Jung, Training Lt. Nick Janous and Engine Co. Acting Lt. Eddie Lanser

Front Row L to R: Rescue Lt. Tanya Zarling, Rescue Lt. Matt Petrarca

2025 Retirement
Assistant Chief Bill Hintz



After 40 years of active service in the department, Bill celebrated his retirement in March 2025.

Joining the department in March 1985, Bill was promoted to Deputy Chief in 2010, having been a Motor Pump Operator most of his career. He held numerous leadership roles and was promoted to Assistant Chief in 2014. Over the years, Bill was awarded several awards within the department, including the Meritorious Service Award in 2007, First Responder of the Year - responding to the most Fire calls for seven consecutive years from 2010 - 2016, as well as 2021 and 2023, also for Total Fire/EMS calls in 2022.

A special presentation was made at this year's Awards Banquet in April to recognize Bill's years of service and dedication to the department. He was presented with a pin, a challenge coin, and a retired Assistant Chief badge. Bill also received a proclamation from the WI State Assembly authored by Representative Paul Melotik, District 22 of Grafton along with an American flag and a State flag that had been flown over the State Capitol Building. The National Volunteer Fire Council also honored Bill's years of service with an Honorable Mention Lifetime Achievement Award.



2025 Training Summary

Training Categories	Hours	Details
Fire Suppression	384 Hours 40 Hours 80 Hours 994 Hours 211 Hours 65 Hours	• Firefighter I Course (4) • Instructor I Course • Fire Officer Course (2) • Monthly Fire Trainings (includes Auto Extrication) • Controlled Burns (Brush Fires) • Other training (Online, Outside seminar/Classes)
EMS Rescue	900 Hours 12 Hours 119 Hours 605 Hours 119 Hours 70 Hours	• EMT Basic Course (5) • CPR Instructor Course • RTF Ops/Active Shooter Training • Monthly EMS Trainings • Other training (Online, outside seminar/classes) • Instructed CPR classes to outside groups/businesses
Engineers	66 Hours 36 Hours 442 Hours 67 Hours	• Motor/Pumper/Operator Course • Aerial Operator Course • Monthly Trainings (includes Jump Seat, Road Miles/Test, outside seminar/classes) • Truck/Equip Maintenance (includes Mask Fitting)
Dive Team	69 Hours	• Outside dive trainings (3 Dive Team members)
Meetings	**Hours**	**Details**
Meetings	221 Hours 109 Hours 167 Hours 44 Hours	• Business Meetings • Officers Meetings • Committee Meetings • New Member Orientation
Explorers Program	**Hours**	**Details**
Explorers (Age 14-18)	128 Hours	• Monthly Trainings/Meetings
Grand Total	**4,948 Hours**	

In 2025, our focus for the year was to hold various types of trainings with live burns in the Hamilton Training house throughout the year. We held the final burn in November. We also completed multiple brush fire trainings, one being the one we do every year on Lakefield Road, as well as adding two new locations: Thorson Elementary and Faith Lutheran Church.



2025 Engine Company

Engine company was able to get 14,650 feet of hose tested this year along with all roof and ground ladders which is required every year to be tested. All SCBA packs were tested and face pieces flow tested for our safety. We had over 70 bottles hydro-tested which is required every 5 years, along with our fill station serviced and fill station bottles tested also.

We were able to add 2,100 feet of 5" LDH. Which is the hose we use to connect to fire hydrants and supply our trucks with water. This was the last order of hose needed to get our trucks to NFPA standards which we have been working on since 2018.

Keeping up with the changing times and to make life easier for our firefighters, we acquired, through donations and purchases, the following: (2) roof chainsaws, (2) circular saws and (2) ventilation fans. These are all battery operated.
These are helpful with communication when needed on an emergency scene; cutting down on the noise level and the fans are also battery powered making them more efficient and user friendly without relying on outlets being nearby.

With the help of the department, we were able to complete mask fit testing to make sure each mask is fitted properly for everyone. Also keeping tabs on monthly truck , equipment, and meter maintenance.

2025 Engineers

In 2025, CFD Engineer's participated in trainings based on pumping within a municipal water system (hydrants) as well as pumping and drafting within the rural areas of our protection area. Trainings on aerial operations and apparatus driving were also conducted throughout the year.

CFD Engineer's spent time conducting vehicle maintenance and making minor apparatus repairs throughout the year. Maintenance was also conducted on the dry hydrants within the town to assure proper function.

One member, Will Didier, received his state Driver/Operator certification in 2025. He will be completing his in-house qualifications and testing to become a CFD Motor Pump Operator in early 2026.



2025 Rescue Company

The Emergency Medical Services division remains the busiest portion of the Fire Department. Our call volume remained consistent with previous years, demonstrating the significant need for our services. We were able to further our knowledge and education through various means. Three officers were promoted for this division, and we are increasing our data reporting.

After six years of dedicated service as the Rescue Company Captain, Nichole Zarling stepped down as the head of our Emergency Medical Services Program. She courageously led the organization through the COVID-19 pandemic and was instrumental in our success. We appreciate her years of service to the organization and community.

Our commitment to data-driven improvement and the community continued this year. We began reporting our cardiac arrest data to CARES, which is the Cardiac Arrest Registry to Enhance Survival. This database collects information about each cardiac arrest case across the United States and uses the data to help the organization implement system modifications to improve cardiac arrest survival. Additionally, we partnered with the Children's Health Alliance of Wisconsin to enhance our pediatric care. Through this collaboration, the department designated a Pediatric Emergency Care Coordinator whose role is to ensure that providers have access to pediatric-specific equipment and training, with the goal of providing better, evidence-based pediatric care.
We are incredibly proud of our Emergency Medical Services team, including our dedicated volunteers who commit thousands of hours each year to help serve our community. We are looking forward to even more improvements in our Emergency Medical Services Division in 2026.

See page 12 for more information on our newly promoted Rescue Lieutenants.



All Companies Fire Suppression, Engineers and Rescue – each hold monthly trainings to continuously improve skills, teamwork and use of equipment and tools.

Shown at left: Rescue training simulating a patient in cardiac arrest.

AWARDS 2025

Our CFD Active, Honorary and Passive members are recognized each year for their service and achievements of the past year at the **Awards Banquet**. The awards for 2025 were presented at the banquet on Saturday, April 18, 2026, at the Ozaukee Pavilion with a catered sit-down dinner and after the awards presentation, our members enjoyed entertaining BINGO games provided by our friends from The Lion's Club.

Chief Vahsholtz and Deputy Chief Heidtke presented service awards to the following members**:**

- **5 years: Eddie Lanser, Nick Lesselyoung, Kris Mathias and Shaun Smith**
- **10 years: Jeff Nelson and AJ Hester**
- **15 years: Blake Karnitz, Kelly LaPorta**
- **20 years: Peter Pautz, Chris Hoerz, and Nichole Zarling**
- **25 years (Honorary Passive): Judi Even**

Bill Heidtke and Terry Wagner received special recognition for **50 years of service**, which not many people achieve as it is awarded to those who truly give continuous service to the community. Bill and Terry both joined the department in 1975; both were promoted to officer ranks during their active years, and both continued to give of their time volunteering for the department and truck fundraising and other events in the community for another 35+ years. The Ozaukee County Association of Fire Departments, represented by Chief Jason Caswell of the Waubeka Fire Department, also awarded Bill and Terry for their 50 years of service. **Terry and Bill shown below left.**





Another award, not often given, for **60 years of service went to Bill Koeppen**. As a retired Assistant Chief at CFD, Bill does not easily embrace the thought of "retirement" and spends his time assisting our Fire Inspector with inspections in the Town of Cedarburg while also overseeing the operation of Firemen's Park – making sure every Maxwell St Day and/or special event at the park runs smoothly. Bill also gives his time and experience to the Waubeka Fire Department. **Bill, with his wife Jan, shown above right.**

AWARDS 2025 (continued)



Three members were recognized for **First Responder of the Year 2025** **r**esponding to the most calls in the following categories:
Rescue Calls: Teddy Krol (162) Fire Calls: Nick Janous (92)
Total Calls: Kris Mathias (281) not shown in picture at left

Two of our members were recognized by the American Legion with awards for **Firefighter of the Year,** awarded to **Joe Grube and EMT of the Year to Chris Naas.**

CFD members **Teddy Krol, Ben Schuster and Dustin Wallace** celebrated the completion of their one-year probation, taking an oath of office with a pinning ceremony. Chief also administered an oath of office to **Blake Karnitz for his promotion to Deputy Chief – CRR.**

Chief Vahsholtz introduced a new award called **"Friend of the Fire Service Award"** given to a person, group or business from the community who have helped the department in any way they can. The honor went to G**reg and Ann Denk, owners of Wyndrose Jewelry.** Their commitment to support and help the department provide beautiful mementos to honor members' service in the department has been consistent over many years.



Chief Vahsholtz and other members of the department visited Ann and Greg at their store on Washington Ave to present the award.

At the end of the program, the highest award from the Cedarburg Fire Department is the **Meritorious Service Award**, presented to a department member who exudes a passion for the fire service, and has shared their time and commitment, not only to their family, but also to their extended CFD family. The award was presented to **Jim Bougie.** After joining the department in 1998, Jim has given 27 years of service and is still active. He has completed many fire and driving certifications, and in 2024 he went back to school to complete EMT Basic.



Jim and his wife Bonnie, daughter Beth, and son Jacob

When Jim is not up north at his cabin, running calls with Silver Cliff Rescue Squad, you can usually find him at Firemen's Park working and "running" the kitchen burger stand at Maxwell St Days.

Jim's family was waiting in the wings and surprised him when he received his award at the banquet.

New Apparatus 2025

In October 2025, **Emergency Vehicle Response** was hired to perform a fleet assessment for the Cedarburg Fire Department. EVR's report was completed in December 2025 and presented to the City Council in early 2026.

Based on the report findings, CFD replaced a 37-year-old ladder tower with a used (in good condition) aerial tower from a department in Springdale, PA. The tower was placed into service in 2026.

TOWER 159

Purchase price: $128,000
Replacement cost $3,000,000

Specifications include:

- 2001 J-Model Seagrave
- 1971 75-ft Aerialscope Boom
- Series 60 Detroit Diesel
- EVS 4000 Allison automatic transmission
- Smart Power Systems 8500W Generator



All fire apparatus, shown here and on the next several pages, were donated from Cedarburg Firemen's Park Inc. to the residents of Cedarburg. No taxpayer dollars were spent to purchase this apparatus.

New Apparatus 2025 (continued)

A second recommendation from EVR was to replace **Engine 161** with a used (in good condition) engine from a 3rd party seller in eastern Pennsylvania. The new engine 161 was placed into service in 2026.

ENGINE 161

Purchase price: $134,137
Replacement cost $1,200,000

Specifications include:

- 2002 Pierce Contender 6-person chassis
- Detroit Series 40 Diesel Engine
- Allison MD 3060 automatic transmission
- 1250 GPM Waterous pump
- 1,000-gallon water tank



Another recommendation from EVR included:

- Brush Truck 157 was reported to be overweight and was taken out of service. A new Brush Truck 157 will be in service in 2026.

As CFD moves forward with the recommendations from EVR, additional apparatus will be removed from the fleet and new vehicles will be designed and purchased to replace them.

Apparatus 2025 (continued)

ENGINE 163



Engine 163 is the first due engine out of Station 1.
Purchase price: $685,000

Specifications include:

- 2016 Pierce Quantum 6-person chassis
- 500hp DD13 Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC pump
- 1,000-gallon water tank
- 25-gallon Class A foam tank
- 20 kW Harrison hydraulic generator

ENGINE 162

Engine 162 rotates monthly as the second due engine out of Station 1 and Station 2.



Purchase price: $560,000
<u>Specifications include</u>:

- 2009 Pierce Quantum 6-person chassis
- 525 hp Detroit Diesel engine
- Allison automatic transmission
- 1500 GPM Pierce PUC Pump
- 1,000-gallon water tank
- 25-gallon Class A foam tank
- 20 kW PTO driven generator

Fire Apparatus 2025 (continued)

Tender 164 is third due out of Station 1 for rural fire calls.

TENDER 164

Purchase Price: $500,000

Specifications include:

- 2020 Kenworth T880, 2-person chassis
- 600hp Cummins X15 engine
- Allison automatic transmission
- 1500 GPM Waterous pump
- 3,000 Gallon water tank
- (2) 3,000 Gallon portable water tanks



Command Apparatus 2025



Command 167 is a 2023 Chevy Silverado 1500 4X4 pick-up truck. 167 is utilized by the on-duty Chief Officer. It has the capabilities to be set up as a command post for any incident.

Purchase price: $85,000



Command 168 is a 2022 Chevy Tahoe utilized by the Fire Chief. It has the capabilities to be set up as a command post for any incident.

Purchase price: $67,000

Rescue Apparatus 2025

Ambulance 150, added to the fleet in 2024**,** was purchased as a third ambulance to reduce the wear and tear on the other two ambulances, which have been in service since 2012.

AMBULANCE 150

150 responds as the primary Ambulance out of Station 1.

Purchase price: $400,000

Specifications include:

- 2023 Dodge Ram 5500 4x4 Chassis
- 6.4L Gasoline Hemi Engine
- AEV ambulance module



AMBULANCES 151 and 152

151 and 152 rotate out of Station 1 and Station 2 monthly to equally distribute workload and to accommodate secondary EMS calls when Ambulance 150 is in use.



Purchase price: $204,000 each

Specifications include:

- 2012 Kenworth T270 chassis
- PX6 Paccar Diesel engine
- Allison automatic transmission
- Medtec ambulance module

SQUAD 153

Squad 153 is the first due apparatus out of Station 1 for motor vehicle crashes, industrial accidents and carbon monoxide (CO) incidents.

Purchase price: $500,000

Specifications include:

- 2006 Pierce Quantum 6-person chassis
- 425 hp Detroit Diesel engine
- Allison automatic transmission
- 19 ft. walk-through body with seating for 7
- 30 kW PTO driven generator
- (2) 20 ft. light towers (4.5 kW each)



Specialty Apparatus 2025

Brush Truck 158 responds out of Station 2 located in the Town of Cedarburg.

Aside from brush fires, 158 has the capabilities to run as a first responder vehicle for EMS related incidents and carries the needed equipment to respond to motor vehicle crashes. 158 is utilized to pull the Dive/Water Rescue Trailer (see below).



Purchase price: $110,000

Specifications include:

- 2006 GMC 5500 4x4 5-person chassis
- Duramax Diesel engine
- 250 GPM Darley pump
- 240-gallon water tank
- 5-gallon Class A foam tank

Brush Truck 157 is first to respond out of Station 1 for brush fires. Purchase price: $28,000



Specifications include:

- 1989 GMC 3500 1-ton 4x4 pickup truck
- 454 cubic inch fuel-injected V8 engine
- 135 GPM Darley pump
- 200-gallon water tank
- 5-gallon Class A foam tank

The **Dive Trailer (shown above with 157)** is a 1998 cargo trailer located at Station 2. It responds for all dive/water rescue incidents and any other situations deemed necessary by the Chief. The trailer was donated in 2002 in memory of two first responder brothers who lost their lives on 9-11-2001. Members of CFD designed and refurbished the trailer to meet the needs of the department. **Cost to refurbish: $20,000**

EMS Cart and Kubota purchased in 2017



The EMS cart and Kubota are utilized primarily for festivals and other special events, to provide quick access through highly populated areas.

B.E.R.T. (Bicycle Emergency Response Team)



Used for EMT's to respond quickly and safely to rescue incidents in crowded areas during special events.

Utility Vehicles 2025



Utility 155 is a 2019 Chevrolet 2500HD 4x4 pick-up truck. 155 is primarily used for trainings. It can also be utilized for school transport, scene support, or as a first responder vehicle.

Purchase price: $60,000



Utility 154 is a 2015 Chevrolet Tahoe 4x4. Utilized by the fire inspector, for training and for special events.

Purchase price: $51,000



First Response Vehicle 156 is a 2021 Chevrolet Traverse. This vehicle was purchased to help EMS crews provide faster patient care with a quick response from a first responder before the ambulance arrives. The vehicle has an AED, oxygen and a medical bag onboard.

Purchase price: $70,000



Utility 169 is a 2013 Chevrolet Suburban 4x4. 169 is utilized primarily as a transport vehicle for Fire/EMT school classes and trainings.

Purchase price: $80,000

Antique Fire Equipment

The Cedarburg Fire Department has a collection of five pieces of antique apparatus housed in the Station 3 museum. Always a favorite at the parades and shows!



1907 horse-drawn Howe pumper (Pictured above) Not shown is the 1907 man-drawn hose cart.



1924 Graham/Dodge pumper. The first motorized fire truck in the department. The motor of the Graham pumper was rebuilt by a team of department members this year to prepare for its 100th year anniversary in the July 4th parade.

1956 FWD (now Seagrave Fire Apparatus) Geesink Ladder Truck. The 85-foot unit was purchased in May 1957. In March 1976 it was empowered with a Detroit G-71 diesel engine. In the spring of 1978, the body and ladder were repainted and refurbished to include an enclosed cab. Sold in 1988 with the purchase of Tower 159. In 2002, CFD purchased it back from Bristol FD for $5,107.
Original purchase price: $35,000





1928 Pirsch pumper. Originally purchased new by CFD and then purchased back from other owners and restored.
Both pumpers are still drivable and can be seen in the annual 4th of July parade.

FIRE/EMS STANDBY
Cedarburg Festivals and Other Events

In 2025, CFD members were ready to stand-by for the following events:

- Cops and Kids Event at County Fairgrounds (May 4th)
- Sweat 4 Vets (May 17th)
- Cedarburg Half Marathon (May 24th)
- Strawberry Festival (June 28th and 29th)
- Drum & Bugle Corp at CHS (July 2nd)
- Parade (July 4th)
- Fish Day in Port Washington (July 19th)
- County Fair (July 30th to August 3rd)
- Assisted DPW at City Park after heavy flooding (August 13th)
- Country in the Burg at City Park (August 22nd and 23rd)
- CHS Football Home Games (September 9th and 19th)
- Wine & Harvest Festival (Sept 20th and 21st)

In 2025, our EMS and Fire personnel logged over **1,090 total hours** standing by ready to respond quickly to those in need at various events. During the festivals, our EMS and Fire personnel responded using our ambulance cart, Fire UTV and bicycle teams to get through very large crowds.



CRR Division (Community Risk and Reduction)

The Cedarburg Fire Department's core values of serving the community with courage, honor, pride, and commitment are what drives the Division of Community Risk Reduction. CRR's goal is to make the entire community safer through quality public education initiatives, programs, and messaging; effective fire and life safety inspections, corrective actions, and building plan reviews; and identifying trends and public messaging from thorough fire origin and cause investigations.

Public Education and Outreach

Fire safety education and messaging have been a critical component of all fire departments across the United States, used as a tool to reduce civilian deaths and injuries from fire incidents. As with the rest of the fire service, fire safety education has been adapted to an all-hazards approach, not just fire. Every single interaction with the public has the chance to make a difference for that person in an emergency. Throughout 2025, we were able to reach approximately 750 community members across 46 various community events. These events included tours of the fire station where we discussed general fire safety practices while explaining some of the equipment we use, numerous CPR training courses where members of the public were certified in CPR and AED use, and so much more. Our annual Open House was once again a major success, where we provided Survive Alive training, various equipment demonstrations, a popular obstacle course, and a demonstration of the effectiveness of sprinkler systems provided by the National Fire Sprinkler Association. We estimate that this event reached an additional 1,000 citizens of all ages!



Fire and Life Safety Outreach

Fire and life safety inspections ensure commercial properties within our community are following the safety standards set by the Fire Code, the 2024 edition of NFPA 1. Compliance with fire safety standards not only protect the citizens and patrons of the businesses, but the businesses and staff themselves. In addition, doing these inspections gives our inspectors and response staff a better understanding of the buildings throughout our community, allowing them to respond to emergencies with knowledge of what they are walking in to. We also conducted a variety of local plan reviews of new buildings, additions/alterations to existing buildings, and their associated fire protection systems to ensure their compliance with national standards, state statutes, and local ordinances.

See next page for Inspections Data Chart

CRR Division (Community Risk and Reduction)

	City	Town	Total
Inspections	640	79	719
Re-inspections	2	1	3
Occupancy inspections	15	3	18
Premise Inspections	45	0	45
Inspections w/ Violations	231	31	262
Inspections With No Violations	409	48	457
Total Violations Noted	432	47	479
Total Violations Corrected	43	1	44

Fire Origin & Cause Investigations

Fire origin and cause investigations are critical to identifying hazards that caused a fire, and how we can educate the public to prevent it from occurring again. We conducted two fire investigations in 2025, both officially ruled as undetermined. One fire started in a vehicle and spread to a structure, although without a thorough review by an electrical engineer, we could not narrow down the exact cause of the initial fire, thus the undetermined classification. The second fire was a large-scale incident in the Town of Cedarburg where three structures were consumed by fire on an unoccupied farm. While we were able to narrow down the building of fire origin thanks to a local pilot flying in the area, the large scale of the incident compounded with significant damage to all structures prevented us from further narrowing a more exact origin and cause.



Accomplishments in 2025

- ✓ Continue to work with all parties involved regarding the renovation or replacement of our current fire station.
- ✓ Hired one (1) Full-time Firefighter/Paramedic
- ✓ Fleet study completed in December 2025, presented to the City Common Council in 2026.
- ✓ Based on the recommendations from the fleet study: Sold Ladder Tower 159 and Engine 161. Both were replaced through purchases made by Firemen's Park for a used Ladder Tower and a used Engine.
- ✓ Ordered a new ambulance for delivery in 2027

Department Goals for 2026

- ❑ Continue to work with all parties involved regarding the renovation or replacement of our current fire station.
- ❑ Hire three (3) full-time Firefighter/Paramedics. (1 from 2025 budget/ 2 from 2026 budget
- ❑ Start to review and re-write policy and procedures
- ❑ Work on specifications for a new ladder truck
- ❑ Replace grass fire truck as included in the fleet study
- ❑ Hire a full-time administrative assistant
- ❑ Update our EMS service license to the Paramedic level
- ❑ Continue to work on technology upgrades.

FIREMEN'S PARK, INC

It is worthy to note that Firemen's Park Inc. is a private non-profit corporation and separate from the Cedarburg Fire Department. However, it is the same group of dedicated volunteers and paid staff that you read about in our annual report. Not only do they volunteer thousands of hours every year for the fire department, they also put in countless hours of volunteer time raising funds to purchase the vehicles that are then donated to the City. Legally, on paper, they are two separate groups. However, in reality, they are one group of people with the same common goal: **Giving back to our community!**

2025 Fundraiser Events Held at Firemen's Park:

- April 12 and 19 Boat Storage (Release for spring)
- May 25 Maxwell Street Day
- July 13 Maxwell Street Day
- July 30 thru Aug 3 Ozaukee County Fair (5 days)
- August 31 Maxwell Street Day
- October 5 Maxwell Street Day
- October 18 and 25 Boat Storage (Take in for winter)

In 2025, members **volunteered 3,247** hours at fundraising events, which does not include the many hours of meetings, park maintenance and event planning that is too difficult to count. The Park Board is comprised of honorary, active and passive members, including retired Assistant Chief Bill Koeppen as Park Board President.



Agenda Date: 8/3/26
Agenda Item: # 10a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Sara Jacoby, Assistant Administrator/Clerk

MEMO WRITTEN: July 27, 2026

MEMO SUBJECT: **Item # 10a:** Discussion and possible motion regarding the appointment of election officials for the two-year term ending December 31, 2027*

BACKGROUND

Per Wis. State Statutes, Sec.7.30, at a meeting in December the Town Board appointed election inspectors for a two-year term which began January 1, 2026, and ends December 31, 2027.

We have subsequently received more interested election workers. All listed individuals are unaffiliated nominees and are found on the attached list to be considered so that the Town has adequate inspectors to conduct elections.

ACTION REQUESTED

Staff requests the Board consider appointing election officials for the remainder of the 2-year term ending December 31, 2027.

ATTACHMENT

I. Election Inspector nominations list

ATTACHMENT I. Election Inspector Nominations

Town Hall	Address	Party Nominated
Angela Meadows	8570 Cullen Ln, Cedarburg, WI 53012	NA
Patti Farrell	1639 Washington Ave, Cedarburg, WI 53012	NA
Jeanne Machata	1784 Cover Bridge Rd, Cedarburg, WI 53012	NA

Meeting Date: 8/3/26
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: July 23, 2026

SUBJECT: **Agenda Item # 11a:** Discussion and possible motion on a preliminary plat for a major land division by Charlie Hutchinson for Horns Corners Preserve for property located at 461 Horns Corners Road **[Owner: Horns Corners Preserve, LLC, NE ¼ Sec. 32, 7.46 acres, zoned R-2 Single-Family Residential District]***

BACKGROUND INFORMATION	
Project Name	Horns Corners Preserve
Impacted Tax Key / Address	03-032-01-010.00 / 461 Horns Corners Road
Applicant Name	Charlie Hutchinson
Consulting Planner and/or Engineer	Ellena Engineering, LLC
Size of Parcel	7.46 acres
Existing Zoning	R-2 Single-Family Residential
Requested Zoning	No Change; R-2 Single-Family Residential
Abbreviated Legal	NE ¼ of Sec. 32
Future Land Use Map Designation	Residential Neighborhood – South Allows: R-2

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

ZONING REQUIREMENTS	***Proposed***	***Required***
	R-2	**R-2**
Minimum Lot Size	0.9184 – 1.059 acres	40,000 square feet or 0.918 acres
Open Space	Pond Outlot 1.3 acres	No Open Space Requirement for R-2, or 0%
Minimum Lot Width	169’	Width: 150’ Frontage: 75’ cul de sac 120’ curve; 150’ Other
Min. Street Building Setback	75’ front lot along Horns Corners	75’ or 100’ Section Line Road
Minimum Side Yard	25’ for home sites	25’
Minimum Rear Yard	25’ for home sites	25’

BACKGROUND

The applicant is requesting approval of a preliminary plat that includes six buildable lots and one outlot on a 7.46 acre parcel zoned R-2 Single-Family residential just north of the Greystones neighborhood. The access to the site would be off Horns Corners Road. The subdivision is proposed to be serviced by a new private shared driveway. There is no proposed rezoning required for this project. Concept review took place at the August 27, 2025, Special Plan Commission Meeting, where the applicant received unanimous, positive feedback on the initial concept plan design. Plan Commission discussed the preliminary plat at their June 17th meeting, requesting the applicant address engineering comments, revise the private shared driveway width to 20' wide per the Fire Department, submit a landscaping plan for the planting strip, work to eliminate the retaining walls if possible, and return to Plan Commission in July. The applicant reappeared in front of Plan Commission on July 15th, with the Commission unanimously recommending approval of the preliminary plat, subject to the conditions listed in the ACTION REQUESTED section at the conclusion of this staff report.

APPLICANT NARRATIVE

The application's narrative states the following:

Please accept this letter as the project description for the proposed Horns Corners Preserve residential subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 21 East, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject parcel is Lot 1 of Certified Survey Map 3629, recorded in the Ozaukee County Register of Deeds Office on November 3, 2006 as Document No. 0852071, containing 7.46 gross acres.

Applicant & Owner Information The applicant and property owner is Horns Corners Preserve LLC, of which Charlie Hutchinson is the sole member. The applicant's consulting engineer is Ellena Engineering Consultants, LLC, and the surveyor of record is LandTech Surveying.

Proposed Development The applicant proposes to subdivide the 7.46-acre parcel into six (6) single-family residential lots and one (1) outlot. The development is purely residential in nature. The minimum lot size is 0.92 acres (40,000 square feet). All lots will be accessed via a private road easement connecting to Horns Corner Road. Per §320-17(C)(d), a shared driveway agreement pursuant to §279-6D will be submitted for Town Board approval in conjunction with this application. Stonegate Road, located to the south, is an existing public road with no connection to this development.

The subject property is currently zoned R-2 Single Family Residential District and is presently unused farmland with a single family home at the front of the parcel (nearest Horns Corners Road). The proposed development is consistent with R-2 zoning standards, including a minimum lot area of 40,000 square feet, minimum lot width of 150 feet, street setback of 75 feet, rear and side setbacks of 25 feet, maximum building height of 35 feet, and minimum building area of 1,500 square feet. A 40-foot nonaccess planting strip easement will be provided along Horns Corner Road in accordance with §320-17(G), as required for major land divisions effective June 1, 2022.

Outlot 1 Outlot 1 has been incorporated into the development to serve as the stormwater management area, containing the bio-filtration wet pond. Outlot 1 be owned and maintained by a homeowners association.

Stormwater Management Stormwater management for the development has been designed by Ellena Engineering Consultants, LLC. A wet pond has been incorporated into Outlot 1, serving a drainage area of 8.8 acres. The pond has been designed to significantly reduce post-development discharge rates below existing release rates across all storm events, see Storm Water Management Plan.

The pond outlet structure consists of a 36" diameter RCP manhole with a 6" orifice at elevation 910.00 and an overflow weir at elevation 911.4. A 15" PVC outlet pipe discharges to a stone discharge pad.

Site Access & Roads The development will be served by a 20-foot wide private drive constructed with standard duty pavement (3" asphalt over 6" 3/4" gravel base, approximately 19,800 SF total pavement area). No utilities shall be located on overhead poles.

Surveying The preliminary plat has been prepared by John D. Downing, S-2939, of LandTech Surveying, 955 Lexington Drive, Oconomowoc, WI 53066, (262) 367-7599.

Engineering Civil engineering and stormwater management design has been prepared by Ellena Engineering Consultants, LLC, 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

EXECUTIVE ANALYSIS

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

The zoning is currently R-2, with no zoning change proposed. The R-2 district is allowed for this parcel per the Comprehensive Plan. The attached zoning map demonstrates a consistency with other properties to the north and east, making the proposed development generally consistent with the surrounding area. The property is designated as Residential Neighborhood – South in the Comprehensive Plan, which allows for R-2 zoning. The proposed lot sizes would all meet the 40,000 square foot minimum. The plat also shows a common outlot for the stormwater pond. There is no open space requirement in R-2.

320-17(C) Lot:

1. Width: minimum 150 feet.
2. Area: minimum 40,000 square feet.
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 150 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 320-17(C) regulations.

320-17(F) Yard Setbacks:

1. Street: minimum 75 feet
2. Rear: minimum 25 feet
3. Side: minimum 25 feet

STAFF COMMENT: Proposed Lots 1-6 meet all 320-17(F) regulations if the existing house and barn are razed. It is Staff's understanding that all existing structures on site will be razed. Of note is the building setback for Lot #1 must meet the 100' setback as required in Section 184-13 B. (11) that pertains to section line roads (Horns Corners Road is a section line road).

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

All lots would be accessed off Horns Corners Road at a new entrance and be served by a private shared driveway. The agreement must be clear this is not a private road (would not receive a road name). The plat notes the existing entrance would be removed as the existing structures would be demolished, and the plat states that Lot #1 will not have direct access off of Horns Corners Road.

With six homesites proposed, it would comply with Town ordinance that allows for up to seven parcels off of one shared driveway. The developer intends on having a private contractor complete refuse and recycling by driving down the private shared driveway. A site for the common mailbox is shown on the plat and civil documents.

3. **Shoreland / Wetland / Floodplain / Onsite Sewage Disposal**
Ed Pfister of Ozaukee County Land & Water Management had the following comment:

> The entire property is located outside Shoreland Zoning. Any land disturbance and/or property improvements are therefore non-jurisdictional with this department. All soil testing performed for sanitation purposes resulted in extremely saturated / hydric soils. All resulting lots created under this land division will be dependent on holding tanks for private onsite wastewater treatment. The installation of subdivision infrastructure (road / bio-filtration pond) will exceed one acre and is subject to the Town's Construction Site Erosion and Sediment Control Ordinance.

A holding tank agreement application and related attachments from the pumper will be added to the packet for the Board meeting (individual agreements can replace the initial agreement as homes are built). The developer has confirmation from Rural Sanitation they can serve the development. Francesca Sanchez of WDNR had the following comment:

> It appears that there may be wetlands on a couple of the parcels based on the plan set and delineation report. 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.

4. **Planting Strip**
320-17(G) 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: The 40' wide landscape easement is present on the Plat, with the attached landscaping plan for review. The easement is shown on the civil documents but must be properly labeled.

5. **Fire Department/Cistern**
The Cedarburg Fire Department requested a 20' private shared driveway, which the applicant agreed to and has updated the plans to include. Town code Section 320-10 requires that subdivisions with **8 or more lots** provide a cistern, **so that would not apply to this development**.

6. **Stormwater & Erosion Control**
Stormwater management practices will occur on Outlot 1. A stormwater plan has been submitted; please refer to the Engineer's comment letter for items that need to be addressed.

7. **Legal Documents**
The Town Attorney was sent all of the subdivision legal documents for review; approval of the preliminary plat should be contingent upon his legal review, revisions and approval. It is the duty of the developer to properly record them with the Register of Deeds and other applicable agencies following final plat approval.

8. **Comprehensive Plan Consistency**
Staff reviewed the Preliminary Plat application 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.

9. **Comprehensive Park Plan Consistency / Bike Trail Map**
   Staff reviewed the Preliminary Plat application 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.

12. **State Approval**
    Town Code Section 184-6 requires State Department of Administration (WDOA) approval before the final plat can be approved and recorded—not before the local approving authority acts on the preliminary plat. 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: Provided comment under #5 of this report.
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: Responsibility of the developer to obtain approval from DOA prior to final plat Town Board consideration.
Town of Cedarburg Subcommittees: Not applicable.
Extraterritorial Plat Review: Not applicable.

PLAN COMMISSION RECOMMENDATION

At their July 15th meeting, the Plan Commission unanimously recommended approval of the preliminary plat, subject to the conditions listed below in the ACTION REQUESTED section.

STAFF RECOMMENDATION / ACTION REQUESTED

Staff recommends APPROVAL of the Preliminary Plat, and requests the Board consider a motion of approval subject to the following conditions:

1. All Staff Report outstanding punch list items are resolved and legal documents are approved by the Town Attorney. The legal instruments must be clear in that they reference a private shared driveway, not a private road.
2. Mailbox location properly labeled. This has occurred.
3. Submittal of financial security acceptable to the Town for the public ROW improvements; estimated at $5,500.
4. All necessary permits must be secured from the proper entities.

5. All Objecting and Approving agency questions, comments, and/or concerns are resolved.
6. If the developer has not addressed all comments to the Board's satisfaction, staff recommends the contingent approval, or the developer agree to an extension of the timeline to allow for revisions to be completed to address all comments and return to the Town Board.

ATTACHMENTS

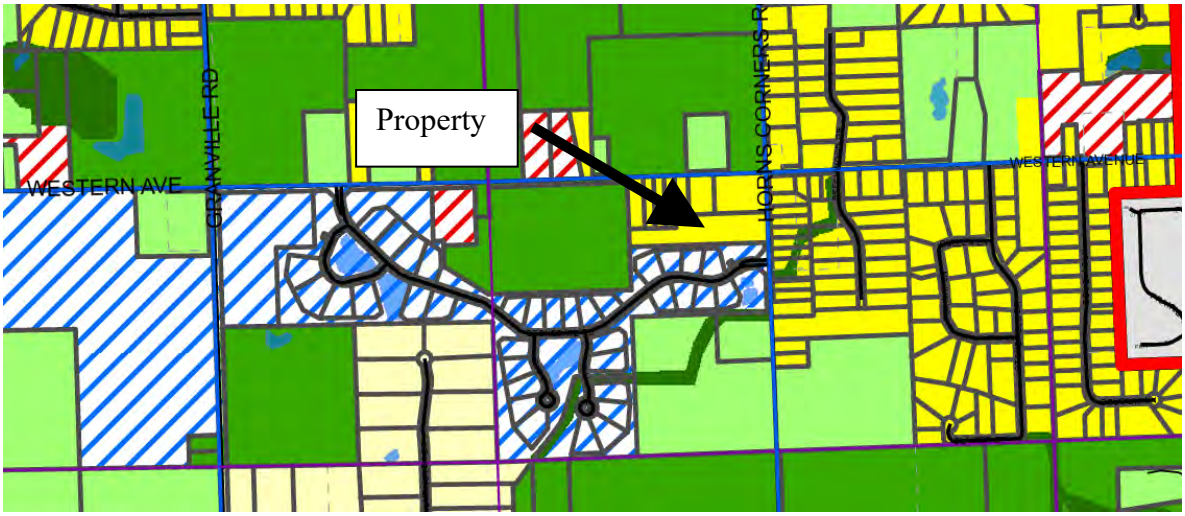
I. Maps
II. Applicant Materials
III. Public Comment
IV. Engineering Letter (note: full stormwater plan available upon request – only limited pages included due to length; wetland delineation available upon request).

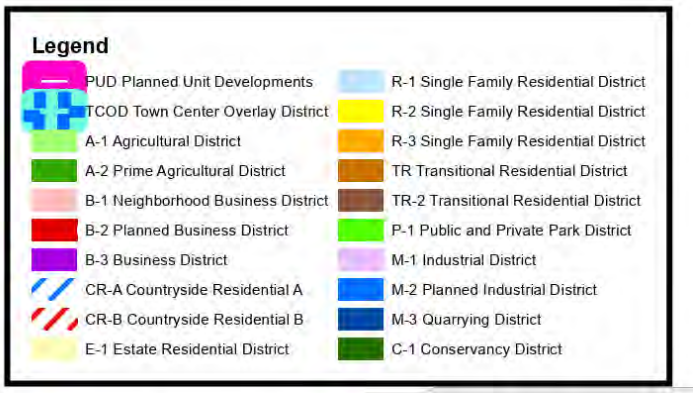
COPIES MAILED/E-MAILED TO

I. Charlie Hutchinson: charlie@houseworkscollective.com
II. Ellena Engineering, LLC: mellena@eeceng.com
III. Jeff Vahsholtz (CFD): jvahsholtz@cityofcedarburg.wi.gov
IV. Andrew Struck (Oz. Co.): ASTRUCK@ozaukeecounty.gov
V. Nick Mikkelson (Oz. Co.): nmikkelson@ozaukeecounty.gov

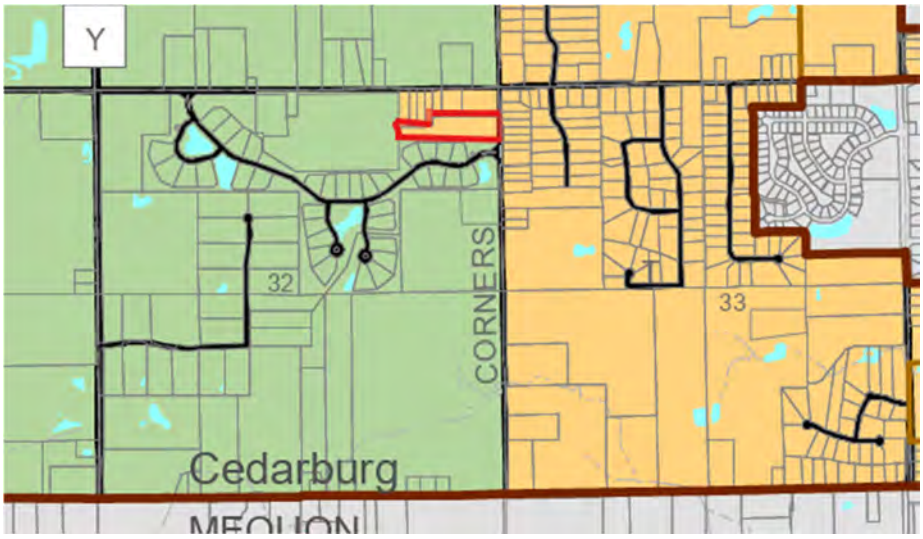
Action	Date	Status
Concept Discussion	8-27-2025	Rec. Proceed
Plan Commission Meeting on preliminary plat	6-17-2026	Return in July
2nd Plan Commission Meeting on preliminary plat	7-15-2026	Unan. Recommended Approval
Town Board Meeting on preliminary plat	8-3-2026	This Meeting
Plan Commission final plat action	-	-
Town Board final plat action	-	-

ATTACHMENT I.

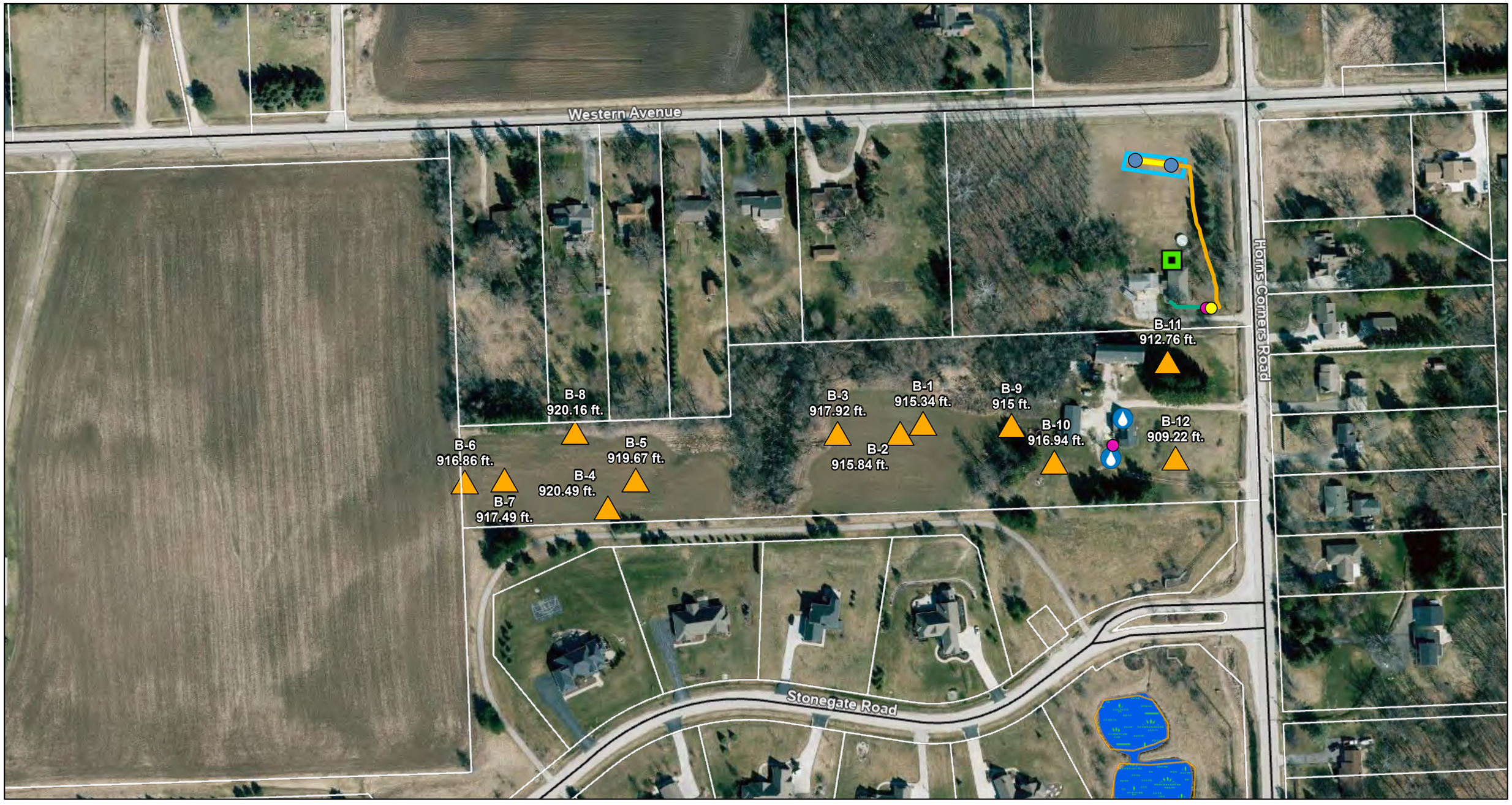




Future Land Use Map



Shoreland Map



6/5/2026, 2:40:30 PM

1:1,892

0 130 260 520 ft

0 37.5 75 150 m

Ozaukee County

Local Roads
- Local
- Parcels
- Wetland Inventory

Hydro Polygon

Hydro Lines
- NO

Soil Borings

Benchmark
- PC Cover
- ST Cover
- Wells

Observation Pipe
- Bldg. Sewer
- Distribution Pipes
- Forcemain
- Installation Contour

Header Manifold
- POWTS Perimeter
- Dispersal Cell
- Tanks

Preliminary Plat Submittal – Horns Corners Preserve

Dear Mr. Ryer and the Town of Cedarburg Planning Commission,

Please accept this letter as the project description for the proposed Horns Corners Preserve residential subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 21 East, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject parcel is Lot 1 of Certified Survey Map 3629, recorded in the Ozaukee County Register of Deeds Office on November 3, 2006 as Document No. 0852071, containing 7.46 gross acres.

Applicant & Owner Information The applicant and property owner is Horns Corners Preserve LLC, of which Charlie Hutchinson is the sole member. The applicant's consulting engineer is Ellena Engineering Consultants, LLC, and the surveyor of record is LandTech Surveying.

Proposed Development The applicant proposes to subdivide the 7.46-acre parcel into six (6) single-family residential lots and one (1) outlot. The development is purely residential in nature. The minimum lot size is 0.92 acres (40,000 square feet).

All lots will be accessed via a private road easement connecting to Horns Corner Road. Per §320-17(C)(d), a shared driveway agreement pursuant to §279-6D will be submitted for Town Board approval in conjunction with this application. Stonegate Road, located to the south, is an existing public road with no connection to this development.

The subject property is currently zoned R-2 Single Family Residential District and is presently unused farmland with a single family home at the front of the parcel (nearest Horns Corners Road). The proposed development is consistent with R-2 zoning standards, including a minimum lot area of 40,000 square feet, minimum lot width of 150 feet, street setback of 75 feet, rear and side setbacks of 25 feet, maximum building height of 35 feet, and minimum building area of 1,500 square feet. A 40-foot nonaccess planting strip easement will be provided along Horns Corner Road in accordance with §320-17(G), as required for major land divisions effective June 1, 2022.

Outlot 1 Outlot 1 has been incorporated into the development to serve as the stormwater management area, containing the bio-filtration wet pond. Outlot 1 be owned and maintained by a homeowners association

Stormwater Management Stormwater management for the development has been designed by Ellena Engineering Consultants, LLC. A wet pond has been incorporated into Outlot 1, serving a drainage area of 8.8 acres. The pond has been designed to significantly reduce post-development discharge rates below existing release rates across all storm events, see Storm Water Management Plan.

The pond outlet structure consists of a 36" diameter RCP manhole with a 6" orifice at elevation 910.00 and an overflow weir at elevation 911.4. A 15" PVC outlet pipe discharges to a stone discharge pad.

Site Access & Roads The development will be served by a 16-foot wide private drive constructed with standard duty pavement (3" asphalt over 6" 3/4" gravel base, approximately 19,800 SF total pavement area). No utilities shall be located on overhead poles.

Surveying The preliminary plat has been prepared by John D. Downing, S-2939, of LandTech Surveying, 955 Lexington Drive, Oconomowoc, WI 53066, (262) 367-7599.

Engineering Civil engineering and stormwater management design has been prepared by Ellena Engineering Consultants, LLC, 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122.

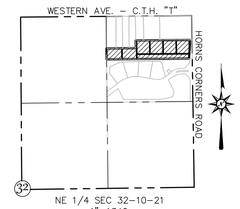
Sincerely,

Charlie Hutchinson Owner/Member, Horns Corners Preserve LLC Houseworks W64N631 Hanover Rd Cedarburg, WI 53012 262-224-2084 charlie@houseworkscollective.com

PRELIMINARY PLAT
HORNS CORNERS PRESERVE

LOT 1 OF CERTIFIED SURVEY MAP 3629, RECORDED IN THE OZAUKEE COUNTY REGISTER OF DEEDS OFFICE NOVEMBER 03, 2006 AS DOCUMENT NO 0852071, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

VICINITY MAP



OWNER/DEVELOPER:
HORNS CORNERS PRESERVE, LLC
CHARLIE HUTCHINSON
W64N631 HANOVER AVE.
CEDARBURG, WI 53012

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
700 PILGRIM PARKWAY – SUITE 100
ELM GROVE, WI 53122

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCONOMOWOC, WI 53066

REVIEWING AUTHORITIES:
- TOWN OF CEDARBURG
- CITY OF CEDARBURG (EXTRATERRITORIAL)
- CITY OF MEQUON (EXTRATERRITORIAL)
- OZAUKEE COUNTY ENVIRONMENT AND LAND USE COMMITTEE
- WI DEPARTMENT OF ADMINISTRATION

TOTAL PARCEL AREA
SUBDIVISION AREA GROSS = 313,061 S.F. OR 7.187 ACRES
LESS R.O.W. DEDICATION = 312,231 S.F. OR 7.168 ACRES

PROPOSED DEVELOPMENT = 6 LOTS – 1 OUTLOT

ZONING DATA – R2 SINGLE FAMILY RESIDENTIAL DISTRICT
- MINIMUM LOT AREA = 40,000 S.F.
- MINIMUM BUILDING AREA = 1500 S.F.
- MINIMUM LOT WIDTH = 150 FEET
- MINIMUM FRONTAGE (CUL-DE-SAC) 75 FEET
- MAX BUILDING HEIGHT = 35 FEET

BUILDING SETBACKS
- FRONT = 75'
- SIDE = 25'
- REAR = 25'
- WETLANDS = 10'

LANDSCAPE YARDS
- FRONT (STREET) = 40'

PARCEL ADDRESS:
461 HORNS CORNERS RD.

PARCEL ID:
030320101000

LEGAL DESCRIPTION PER TITLE POLICY:

LOT 1 OF CERTIFIED SURVEY MAP NO. 3629 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY, WISCONSIN, ON NOVEMBER 3, 2006, AS DOCUMENT NO. 0852071, BEING A REDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 EAST, TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

NOTES:

- TITLE COMMITMENT PROVIDED PREPARED BY KNIGHT BARRY TITLE GROUP DATED SEPTEMBER 09, 2025, FILE No. 2350270 WITH THE FOLLOWING EASEMENTS THAT MAY AFFECT THE SUBJECT PARCEL:
  - EXCEPTION 12.: EASEMENTS, RESTRICTIONS AND OTHER MATTERS SHOWN ON CERTIFIED SURVEY MAP NO. 3629 RECORDED NOVEMBER 3, 2006 AS DOCUMENT NO. 0852071.
  - EXCEPTION 13.: NOTICE OF ASSESSMENT ROLL CHANGE AND OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 15, 2006 AS DOCUMENT NO. 0852827.
- DIGGERS HOTLINE LOCATE TICKET NUMBERS: 20261312682, 20261312694.
- THE UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY ARE SHOWN PER DIGGER'S HOTLINE MARKINGS AND OR UTILITY PLANS PROVIDED. THE SURVEYOR DOES NOT CERTIFY OR GUARANTEE THE EXACT LOCATIONS OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- SEE LOT 2 FOR BUILDING SETBACK DETAIL.
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOT NO. 1 OZAUKEE COUNTY SHALL NOT BE LIABLE OF ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- PORTIONS OF OUTLOT 1 SHALL BE USED FOR STORMWATER MANAGEMENT, OPEN SPACE AND PRIVATE ROADWAY EASEMENT.
- ALL EXISTING BUILDINGS SHOWN ON LOT 1 AND LOT 2 ARE TO BE RAZED.
- THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOT 1 TO HORNS CORNERS ROAD.
- AN IMPACT FEE FOR NEW LOTS SHALL BE PAID PER TOWN CODE.
- MAILBOXES WILL BE LOCATED IN A CLUSTER MAILBOX WITHIN OUTLOT 1 IN A AGREED UPON LOCATION BETWEEN THE DEVELOPER AND THE POST OFFICE.

LEGEND

- SECTION CORNER MONUMENT
- FOUND 3/4 REBAR" OR NOTED
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.
- CONTROL POINT BENCHMARK
- CMCP CULVERT
- TV PEDESTAL
- UTILITY POLE
- OH — OVERHEAD UTILITY
- 800.0 — EXISTING SPOT GRADE
- -800- — EXISTING CONTOUR
- SOIL BORE
- (R) — RECORD DIMENSION
- TREE LINE
- WETLANDS
- H — HOUSE
- B — BARN
- G — GARAGE
- R — OUTBUILDING RUINS
- CcB — SOILS PER GIS SOIL TYPE
- WELL

0' 60' 120'
1 INCH = 60 FEET

BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 32–10–21 MEASURED AS S00°50'27"E.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

WISCONSIN
JOHN DOWNING
S-2939
LAND SURVEYOR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S–2939

LandTech SURVEYING
LAND SURVEYING • LAND PLANNING
955 LEXINGTON DRIVE
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

REV: 07/29/2026
REV: 07/22/2026
REV: 06/24/2026
REV: 05/11/2026
04/02/2026
PROJ. NO: 26070
SHEET 1 OF 1

CONSTRUCTION PLANS

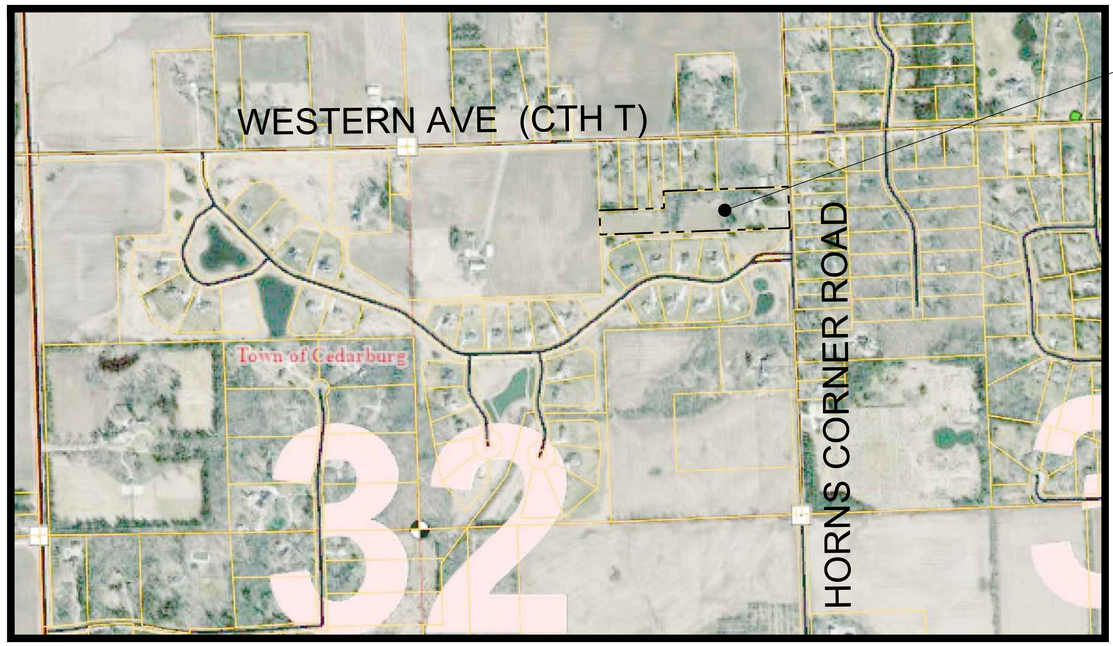
FOR

HORNS CORNERS PRESERVE RESIDENTIAL DEVELOPMENT

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

N

SCALE: 1" = 500'

DEVELOPER:
Charlie Hutchinson
Horns Corners Preserve, LLC
W64N631 Hanover Rd.
Cedarburg, WI 53012
Phone: (262) 224-2084
E-mail: charlie@houseworkscollective.com

ENGINEER:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Phone: 262-791-6183
Email: mellena@eeceng.com

SURVEYOR:
John Downing, RLS
LandTech Surveying, LLC
955 Lexington Drive
Oconomowoc, WI 53066
Phone: 262-367-7599
Email: john@landtechwi.com

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

BENCH MARKS:

A) NE CORNER
SEC 32-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 920.65

B) EAST 1/4 CORNER
SEC 32-10-21
CONC. MON. SEWRPC BRASS CAP FND
EL = 856.30

1. BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, OZAUKEE COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE EAST LINE OF THE NE 1/4 OF SEC. 32-10-21 MEASURED AS S00°50'27"E.

VERTICAL DATUM IS NGVD 88 (GEOID 12A)

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 & DRAINAGE PLANS	C100-C101
EROSION CONTROL & INTERIM GRADING PLAN	C200
GRADING & ROADWAY PLAN	C300
DETAILS	C400-C401

DIGGER'S HOTLINE — CALL BEFORE YOU DIG — 811

REVISIONS

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

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

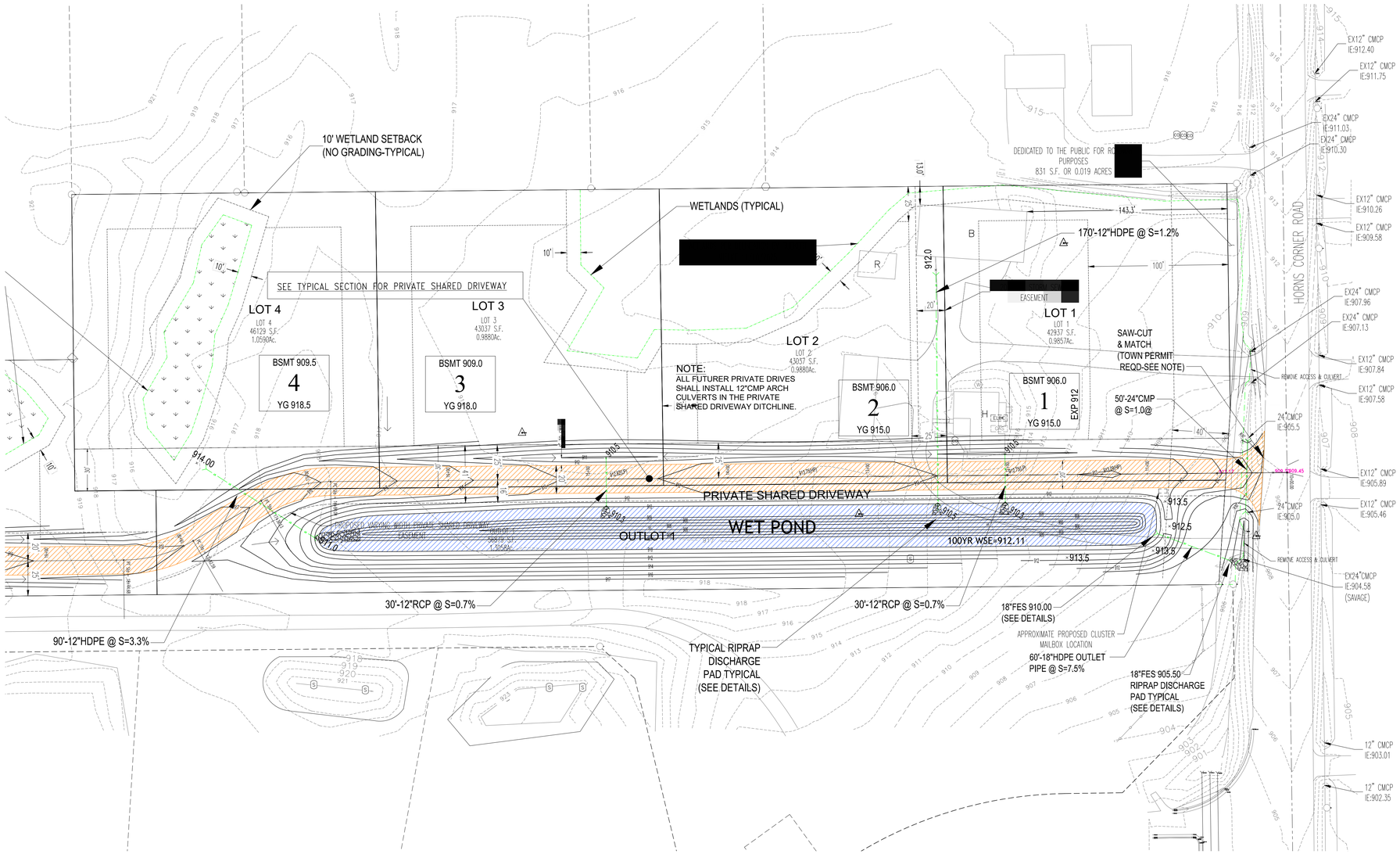
Horns Corners Preserve Residential Development — Town of Cedarburg, Wisconsin

COVER SHEET

DATE: 07-27-26

NOTES:
1) A LEGEND SHOWING ALL SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN ON THE COVER SHEET.
2) UNDERGROUND UTILITIES MUST BE LOCATED BY "Diggers Hotline (811)" PRIOR TO START OF CONSTRUCTION.

SCALE: 1" = 40'



TOWN NOTE A:
Contractor shall remove the culverts when the existing driveway is removed and the contractor is required to regrade the ditchlines and re-seed the ditchlines to establish a grass ditch. Sawcut roadway prior to removing the driveway.

TOWN NOTE B:
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.

TOWN NOTE C:
a. No access allowed for Lot 1 off of Horns Corners Road.

GENERAL SPECIFICATIONS FOR PRIVATE STORM SEWER:

1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.

2. The private storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with the State of Wisconsin Standard Specifications and the State of Wisconsin, Chapter SPS 382. All permits must be obtain by the contractor prior to commencing work.

3. Private Storm Sewers shall be PVC (solid wall), DR-26 OR HDPE, per the State of Wisconsin Plumbing Code, Chapter SPS 382.
The Storm Outlet shall be precast concrete in accordance with File No. 26 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R2471 frame & grate (open cover). Manhole diameter 36" Dia. Minimum.
Storm inlets shall be precast concrete box structures in accordance with File No. 29 of the Standard Specifications for Sewer & Water Construction in Wisconsin with a Neenah No. R3227-C frame & grate or EQUAL.

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.
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.
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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 GENERAL CONTRACTOR).
14. IF PERMANENT SEEDING IS NOT COMPLETED BY SEPTEMBER 15, APPLY TEMPORARY SEEDING. IF TEMPORARY SEEDING IS NOT COMPLETED BY OCTOBER 15, A WSDOT 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.

THE 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.

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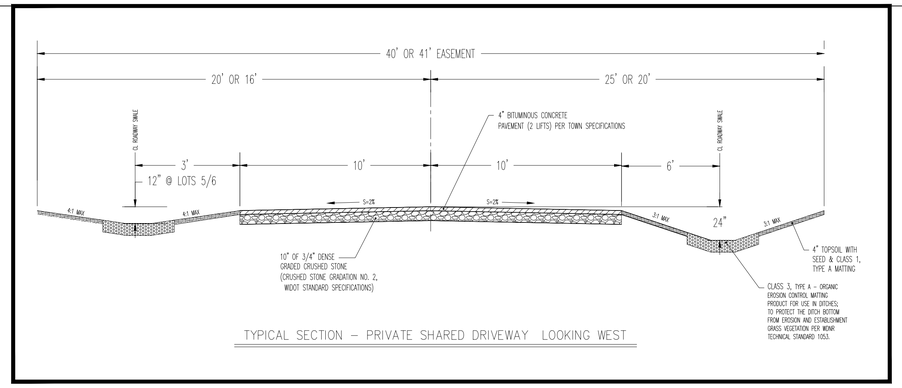
GRADING & DRAINAGE PLAN

WISCONSIN
MARK R. ELLENA
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WALES, WI
PROFESSIONAL ENGINEER

DATE: 07-27-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

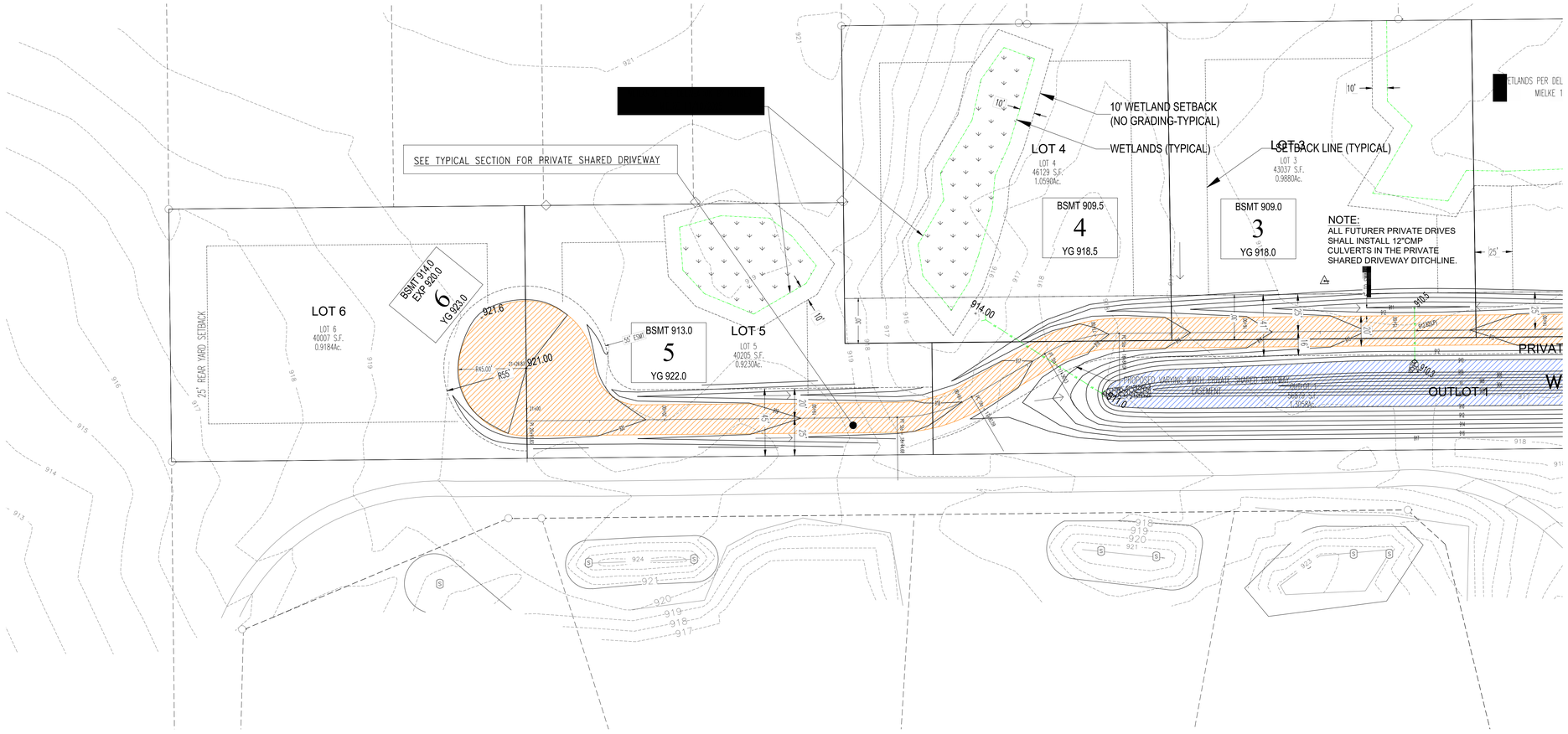
SHEET NUMBER
C100

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TYPICAL SECTION – PRIVATE SHARED DRIVEWAY LOOKING WEST

SCALE: 1" = 40'



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Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

GRADING & DRAINAGE PLAN

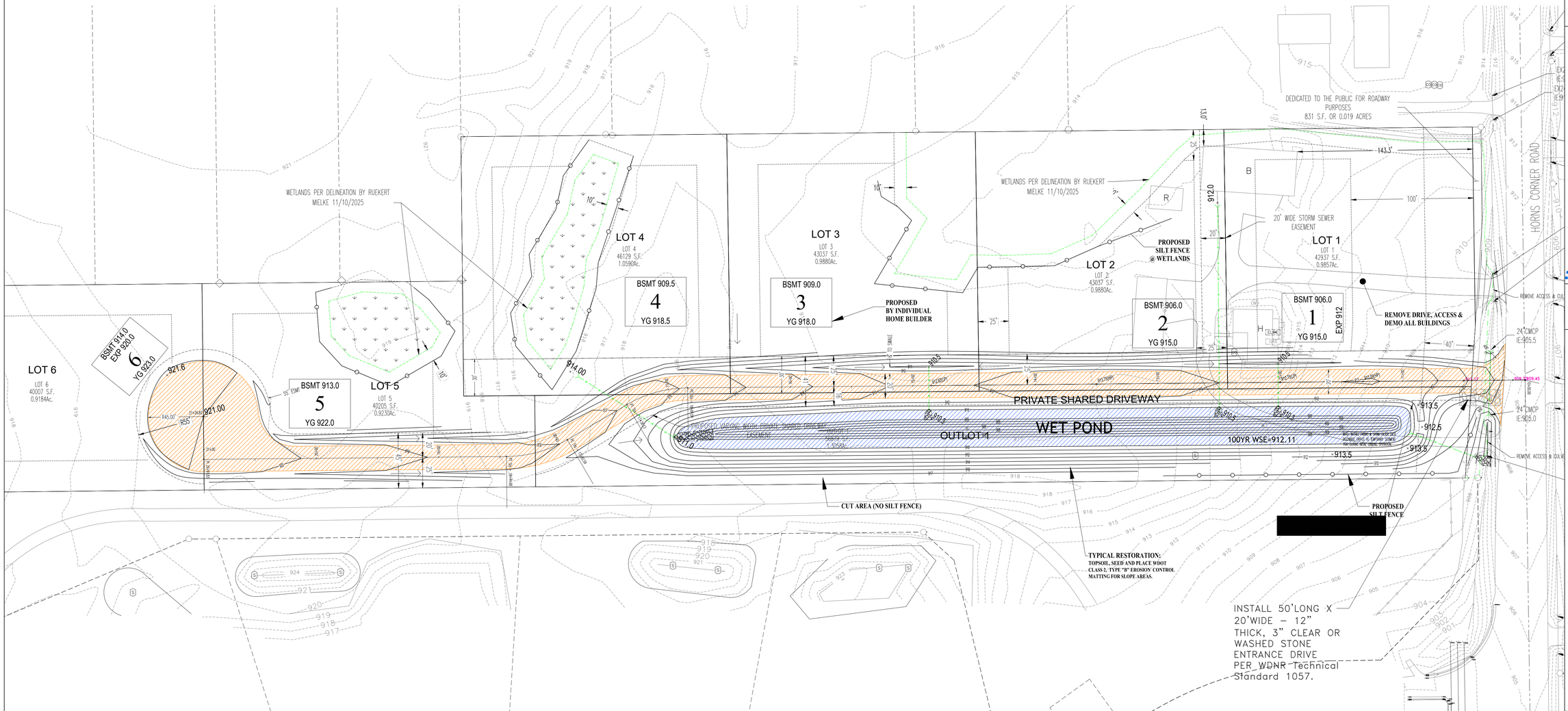
WISCONSIN
MARK R. ELLENA E-24090 WALES, WI
PROFESSIONAL ENGINEER

DATE: 07-27-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

SHEET NUMBER
C101

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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 AND PRIVATE DRIVE.
5. CONSTRUCT WET POND, STORM SEWERS AND BOULDER LANDSCAPE WALLS. PLACE STONE FILTER OVER LOW FLOW OUTLET DURING CONSTRUCTION TO CONTROL SEDIMENT DISCHARGE. MAINTAIN STONE FILTER AS NEEDED.
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.

TOWN NOTE A:
Contractor shall remove the culverts when the existing driveway is removed and the contractor is required to regrade the ditchlines and re-seed the ditchlines to establish a grass ditch. Sawcut roadway prior to removing the driveway.

TOWN NOTE B:
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.

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Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

EROSION CONTROL & INTERIM GRADING PLAN

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

DATE: 07-27-26
BY: MARK R. ELLENA,PE
SCALE: 1"=100'

SHEET NUMBER
C200

SCALE: 1" = 40'

LOT 6
LOT 6
40007 S.F.
0.9184Ac.

BSMT 914.0
EXP 920.0
6
YG 923.0

LOT 5
LOT 5
40205 S.F.
0.9230Ac.

BSMT 913.0
5
YG 922.0

LOT 4
LOT 4
46129 S.F.
1.0590Ac.

BSMT 909.5
4
YG 918.5

LOT 3
LOT 3
43037 S.F.
0.9880Ac.

BSMT 909.0
3
YG 918.0

LOT 2
LOT 2
43037 S.F.
0.9880Ac.

BSMT 906.0
2
YG 915.0

LOT 1
LOT 1
42937 S.F.
0.9857Ac.

BSMT 906.0
1
YG 915.0
EXP 912

OUTLOT 1
WET POND
100YR WSE=912.11

PRIVATE SHARED DRIVEWAY

PROPOSED VARYING WIDTH PRIVATE SHARED DRIVEWAY EASEMENT
OUTLOT 1
1.1059Ac.

20' WIDE STORM SEWER EASEMENT

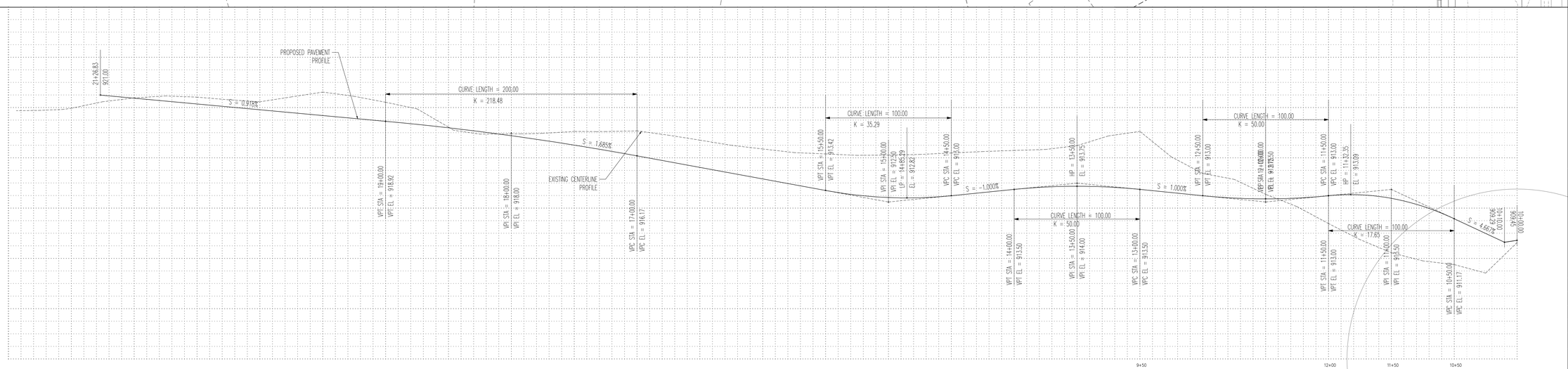
HORNS CORNER ROAD

REMOVE ACCESS & CULVERT

24"CMCP
IE:905.5

24"CMCP
IE:905.0

DIGGER'S HOTLINE
CALL BEFORE YOU DIG
811



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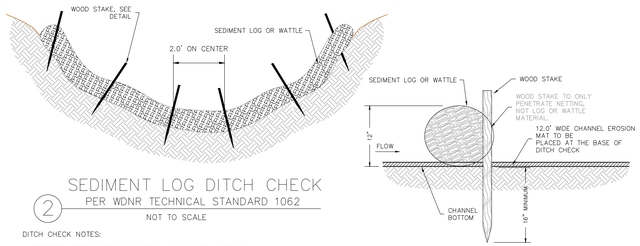
TOWN OF CEDARBURG, WI

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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 $\frac{3}{4}$" X 1 $\frac{3}{4}$" 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).

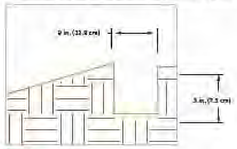


FIGURE 7

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).

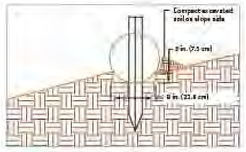


FIGURE 8

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).

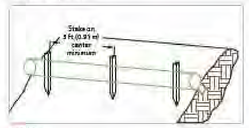


FIGURE 9

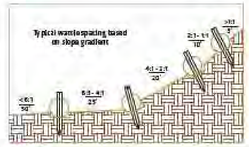
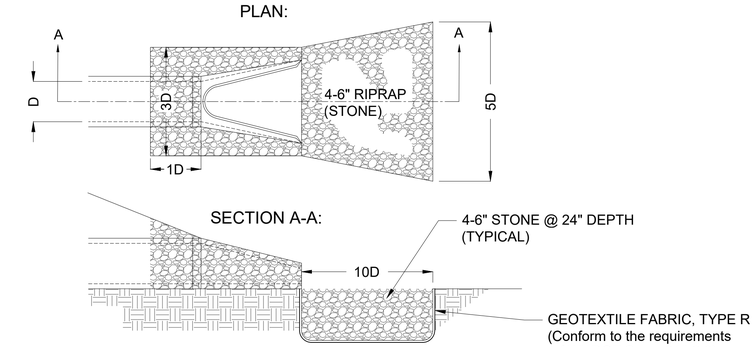


FIGURE 10

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.

STRAW WATTLE DETAIL

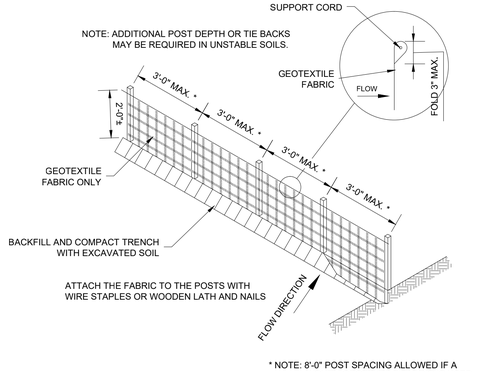


END SECTION TYPICAL RIP RAP DETAIL

NOT TO SCALE (FLARED APONS REQUIRED ON ALL ENDSECTIONS)

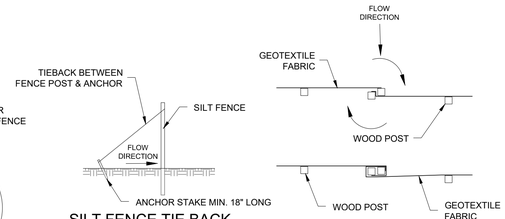
GENERAL NOTES

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 $\frac{1}{8}$" x 1 $\frac{1}{8}$" 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.

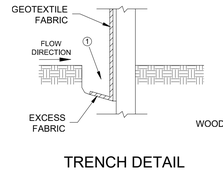


SILT FENCE

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



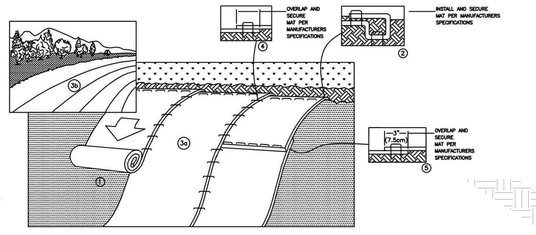
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



TRENCH DETAIL

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

SLOPE INSTALLATION



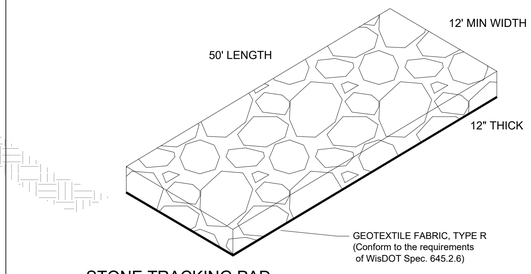
KEYED NOTES (CORRESPONDING TO DETAIL ABOVE):

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.

DATE	DESCRIPTION

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

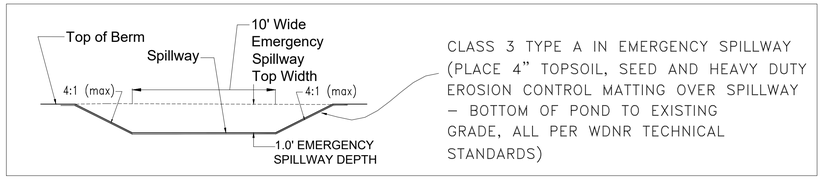
Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

DETAILS

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

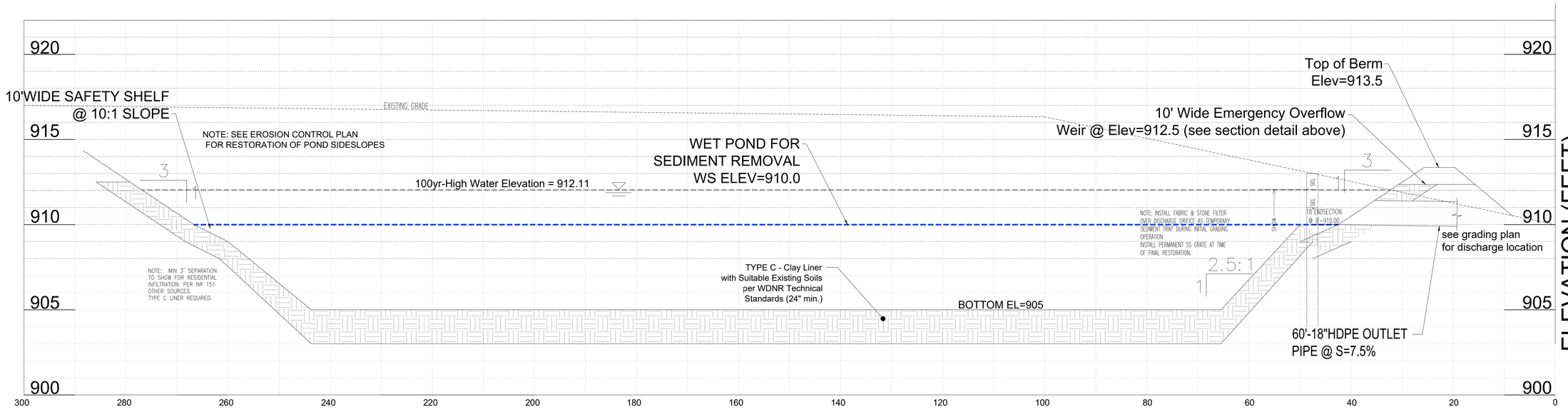
DATE: 07-27-26
DESIGNED BY: MARK R. ELLENA,PE

SHEET NUMBER
C400

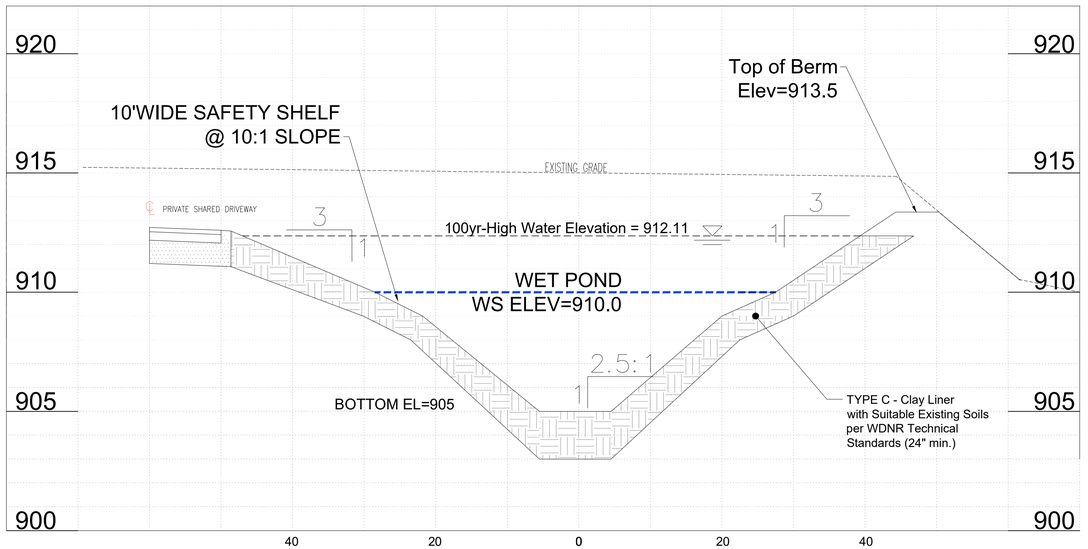


CLASS 3 TYPE A IN EMERGENCY SPILLWAY (PLACE 4" TOPSOIL, SEED AND HEAVY DUTY EROSION CONTROL MATTING OVER SPILLWAY – BOTTOM OF POND TO EXISTING GRADE, ALL PER WDNR TECHNICAL STANDARDS)

EMERGENCY WEIR TYPICAL CROSS-SECTION DETAIL



PROPOSED WET POND CROSS SECTION (LOOKING NORTH)



PROPOSED WET POND CROSS SECTION (LOOKING WEST)

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

DETAILS

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

DATE: 07-27-26

DESIGNED BY: MARK R. ELLENA,PE

SHEET NUMBER
C401

STORM WATER MANAGEMENT PLAN

For

Horns Corners Preserve
Town of Cedarburg, WI

Date: July 21, 2026

Submitted By: ***ELLENA ENGINEERING CONSULTANTS, LLC***
700 Pilgrim Parkway - Suite 100
Elm Grove, WI 53122
Phone: 262-719-6183
Fax: 866-457-2584
Email: mellena@eeceng.com



July 21, 2026

Town Engineer
Town of Cedarburg
1293 Washington Avenue
Cedarburg, Wisconsin 53012-9304

Re: Storm Water Management Report
Horns Corners Preserve
Village of Cedarburg, WI

Dear Town Engineer,

On behalf of the Owner of the above parcel of land in the Town of Cedarburg, and in accordance with the Town's Storm Water Management Program, we are submitting the following Storm Water Management Report for your review and approval.
The site (Parcel Number:030320101000) is located on the West side of Horns Corners Road approximately 400 feet south of Western Avenue (CTH "T"). This report contains hydrologic data to meet or exceed your Storm Water requirements. Specifically, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow route. In addition, the water quality design features of a wet detention basin designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151. Infiltration has also been evaluated for the site and we respectfully request that the site be exempt from infiltration due to existing soil limitations and high groundwater.

The computer model used in our analysis is based on the TR-55 runoff curve number methodology, Atlas 14 precipitation depths and NRCS Wisconsin MSE3 precipitation distribution. The following data summarizes our findings:

	ATLAS 14 PRECIPITATION DEPTHS				
Return Period (Years)	1	2	5	10	100
Precipitation Depth	2.30	2.61	3.20	3.77	6.38

EXISTING CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
EX1	8.8	62	19.6	0.73	1.47	3.61	6.45	23.88

* The runoff curve number is representative of the Type B Soils Group and the current conditions. See CN calculations below.

DRAINAGE AREA PR1				
SOURCE AREA CHARACTERISTIC	AREA (Ac)	RUNOFF COEFFICIENT (CN)	AREA X CN	COMPOSITE CN
Existing Home Sites	0.13	98	12.74	
Existing Driveways	0.20	98	19.60	
Open Area-undeveloped	8.47	61	516.67	
Total	8.80		549.01/8.8	62.39 = 62

PROPOSED CONDITIONS:

Drainage Area	Area (Ac)	CURVE NUMBER (CN)	Tc	1yr Peak Discharge	2yr Peak Discharge	5yr Peak Discharge	10yr Peak Discharge	100yr Peak Discharge
PR1	8.80	74*	23.8	3.75	5.35	8.75	12.34	30.88

*See CN calculations below.

DRAINAGE AREA PR1				
SOURCE AREA CHARACTERISTIC	AREA (Ac)	RUNOFF COEFFICIENT (CN)	AREA X CN	COMPOSITE CN
Proposed Home Sites (6 @ 0.1Ac each)	0.60	98	58.80	
Proposed Driveways (6 @ 0.01Ac each)	0.06	98	5.88	
Proposed Private Drive	0.45	98	44.10	
Open Area-undeveloped	7.69	70	538.30	
Total	8.80		647.08/8.8	73.53 = 74

As previously mentioned, we have shown development compliance for peak runoff rates under proposed conditions with acceptable release rates corresponding to the pre-development 1, 2, 5, 10 and 100 year events. The 100 year proposed storm was also used to establish an emergency overflow design.

The storm water management facility was designed for the drainage area PR1 using the above results and design criteria per your regulations. The following tables present the results of our storm water management design for Area PR1:

TABLE NO. 1

1 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	0.67	910.36	0.167

TABLE NO. 2

2 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	1.10	910.47	0.217

TABLE NO. 3

5 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	2.31	910.70	0.325

TABLE NO. 4

10 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	3.89	910.95	0.439

TABLE NO. 5

100 YEAR DESIGN FREQUENCY			
WET DETENTION POND	**POND OUTLET FLOWRATE (cfs)**	**WATER SURFACE ELEVATIONS (ft)**	**STORAGE VOLUME (Ac-Ft)**
PR1	9.93	912.11	1.099

The following table presents the results of the proposed discharge (Area PR1 + Area PR2-detained) compared to the total existing condition for the allowable discharge to the existing environmental corridor.

TABLE NO. 6
POST PEAK FLOW SUMMARY TABLE

STORM EVENT	EXISTING RELEASE RATE	TOTAL PROPOSED DISCHARGE RATE
1	0.73	0.67
2	1.47	1.10
5	3.61	2.31
10	6.45	3.89
100	23.88	9.93

WATER QUALITY:

A wet detention basin has been designed to remove, on an average annual basis, a minimum of 80% of the total suspended solids loading per the WDNR requirements set forth in Chapter NR151 for this site. An analysis was conducted with the WDNR WinSLAMM model (see attached as recommended by the WDNR) resulting in the TSS removal of 82.01%.

CONCLUSION:

In conclusion, the proposed wet detention basin and emergency overland flow route has been designed to treat and slow release runoff from the 1, 2, 5, 10 and 100 year events under proposed conditions with an acceptable release rate corresponding to the pre-development events. The stage-storage discharge information for these facilities has been included along with the hydrologic report data for you use.

Note: The storm water application has been attached to this report and will be completed for the final approval phase.

Please do not hesitate to contact us if you should need further information to complete your review.

Sincerely,

Ellena Engineering Consultants, LLC

Mark R. Ellena

Mark R Ellena, P.E.
ELLENA ENGINEERING CONSULTANTS, LLC



Map Scale: 1:2,160 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 30 60 120 180

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ozaukee County, Wisconsin
Survey Area Data: Version 22, Sep 10, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 4, 2022—Sep 13, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7744B2	Hochheim loam, 2 to 6 percent slopes, eroded	1.2	16.1%
7845B	Theresa silt loam, 2 to 6 percent slopes	5.4	74.6%
7848B	Nenno silt loam, 1 to 3 percent slopes	0.7	9.3%
Totals for Area of Interest		**7.3**	**100.0%**



THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LANDTECH SURVEYING. 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.

DATE	DESCRIPTION

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

Horns Corners Preserve Residential Development

TOWN OF CEDARBURG, WI

EXISTING DRAINAGE MAP

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

DATE: 04-16-26

BY: MARK R. ELLENA,PE

SCALE: 1"= 50'

SHEET NUMBER

EXMAP

SCALE: 1"= 50'

DRAINAGE BOUNDARY

PR1 AREA = 8.8Ac.
CN = 74
Tc = 23.8 min

WETLAND
LINE (2025)

Tc=100' @ 1%

Tc=400' @ 1%

WET POND

100YR WSE=912.11

HORNS CORNER ROAD

LOT 1
42937 S.F.
0.9857Ac.

LOT 2
43037 S.F.
0.9880Ac.

LOT 3
43037 S.F.
0.9880Ac.

LOT 4
46129 S.F.
1.0589Ac.

LOT 5
40205 S.F.
0.9230Ac.

LOT 6
40007 S.F.
0.9184Ac.

BSMT 906.0
1
YG 915.0

BSMT 909.0
3
YG 918.0

BSMT 909.5
4
YG 918.5

BSMT 913.0
5
YG 922.0

BSMT 914.0
EXP 920.0
6
YG 920.0

EXP 912

912.0

914.00

921.00

921.6

913.5

912.5

913.5

913.5

25' REAR YARD SETBACK

15' D&E

EX12" CMCP
IE:912.40

EX12" CMCP
IE:911.75

EX24" CMCP
IE:911.03

EX24" CMCP
IE:910.30

EX12" CMCP
IE:910.26

EX12" CMCP
IE:909.58

EX24" CMCP
IE:907.96

EX24" CMCP
IE:907.13

EX12" CMCP
IE:907.84

EX12" CMCP
IE:907.58

24"CMCP
IE:905.5

EX12" CMCP
IE:905.89

EX12" CMCP
IE:905.46

24"CMCP
IE:905.0

EX24"CMCP
IE:904.58
(SAVAGE)

12" CMCP
IE:903.01

12" CMCP
IE:902.35

12" CMCP
IE:901.71

12" CMCP
IE:901.45

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY LANDTECH SURVEYING. 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.

DATE	DESCRIPTION
01-21-26	REVIEW No.1

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

Horns Corners Preserve Residential Development
TOWN OF CEDARBURG, WI

PROPOSED DRAINAGE MAP

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

DATE: 04-16-26
BY: MARK R. ELLENA,PE
SCALE: 1"= 50'

SHEET NUMBER
PRMAP

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St Paul Ave
Milwaukee WI, WI, 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

11/24/2025 WIC-SE-2025-46-03566

Charlie Hutchinson
461 Horns Corners Road
Cedarburg, WI 53012

RE: Wetland Delineation Confirmation for "CHutchinson- 461 Horns corners Road" located in NE 1/4, NE 1/4, Section 32, Township 10N, Range 21E, in the Town of Cedarburg, Ozaukee County

Dear Charlie Hutchinson:

We have reviewed the wetland delineation report from Ruekert and Mielke, Inc. prepared for the above-mentioned site. This letter will serve as confirmation that the wetland boundaries shown on the enclosed wetland delineation figure are acceptable. This finding is based upon a field visit on November 5th, 2025. Any filling or grading within these areas may require DNR approvals. Our wetland confirmation is valid for five years. Be sure to send a copy of the report, as well as any approved revisions, to the U.S. Army Corps of Engineers.

In order to comply with Chapter 23.321, State Statutes, please supply the department with a polygon shapefile of the wetland boundaries delineated within the project area. Please do not include data such as parcel boundaries, project limits, wetland graphic representation symbols, etc. If internal upland polygons are found within a wetland polygon, then please label as UPLAND. The shapefile should utilize a State Plane Projection and be overlain onto recent aerial photography. If a different projection system is used, please indicate in which system the data are projected. In the correspondence sent with the shapefile, please supply a brief description of each wetland's plant community (eg: wet meadow, floodplain forest, etc.). Please send these data to Calvin Lawrence (608-266-0756 or email at calvin.lawrence@wisconsin.gov).

If you are planning development on the property, you must avoid take of endangered and threatened species or obtain an incidental take authorization to comply with the state's Endangered Species Law. To ensure compliance, submit an endangered resources review form (Form 1700-047 available at https://dnr.wi.gov/topic/ERReview/Review.html) and t the DNR Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition, be sure to contact your local zoning office and the U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project.

If you have any questions, please contact me at (414) 308-6780 or kara.brooks@wisconsin.gov.

Sincerely,

Kara Brooks
Wetland Identification Specialist

Enclosures:
Wetland Delineation Figure

Email CC:
USACE Project Manager
Tiffany Wagner, Ruekert and Mielke, Inc.

Ruekert · Mielke

461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

Wetland Boundary Map

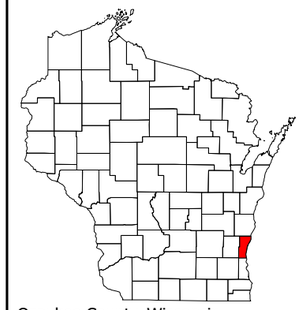
Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 2WetlandBoundary
Date Saved: 11/10/2025

Figure 2



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0 60 120
Feet



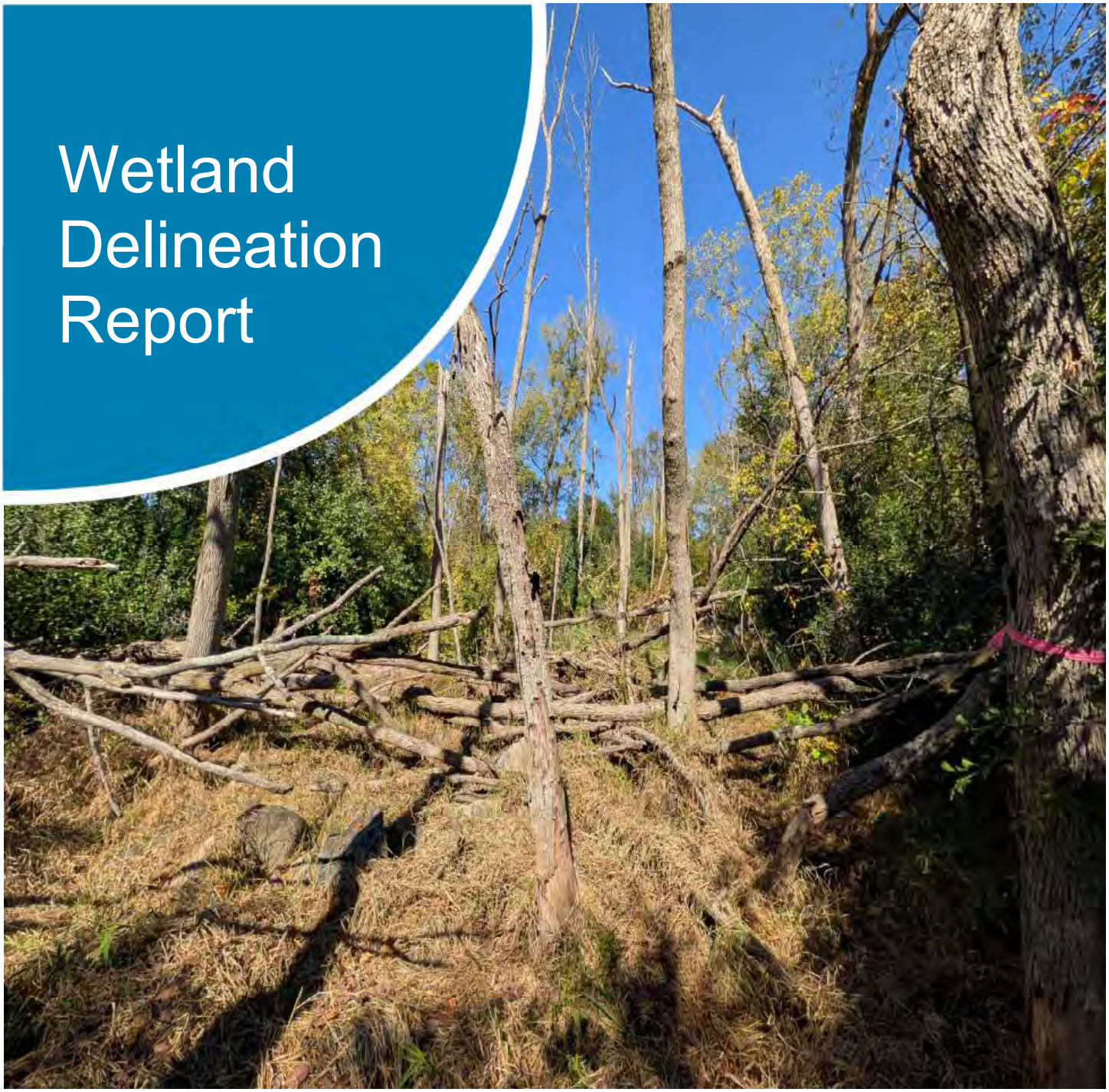
Legend

- Culvert
- Photo Point
- Sample Point
- 1-ft Contour Line
- Area of Investigation (7.5 Acres)
- Delineated Wetland (33,155.19 SF/0.76 Acre)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet

Wetland Delineation Report



461 Horns Corners Road

Wetland Delineation Report

November 12, 2025

Project Number: 9146-10000

Ruekert · Mielke

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Charlie Hutchinson

461 Horns Corners Road
November 12, 2025

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TABLE OF CONTENTS

1.0 INTRODUCTION AND STATEMENT OF QUALIFICATIONS 1

2.0 METHODS 1

2.1 Desktop Review 2

2.2 Farmed Area Off-Site Review 2

2.3 Field Investigation 3

3.0 RESULTS 3

3.1 Desktop Review 3

3.1.1 Topography 3

3.1.2 WWI and Waterways 3

3.1.3 Soils 3

3.1.4 Floodplain 3

3.1.5 Historic Aerial Review 4

3.1.6 Climatic Conditions 4

3.1.7 Prior Agency and Wetland Delineation Records 4

3.1.8 Farmed Area Off-Site Review 4

3.2 Field Investigation 5

3.2.1 Uplands 5

3.2.2 Wetlands 5

3.2.3 Waterways and Other Aquatic Features 6

4.0 CONCLUSIONS 7

5.0 REFERENCES 8

LIST OF APPENDICES

Appendix A: Figures

- Figure 1 Site Location Map
- Figure 2 Wetland Boundary Map
- Figure 3 Contour Map
- Figure 4 Wisconsin Wetland Inventory and Waterway Map
- Figure 5 NRCS Soils and Wetland Indicator Soils Map
- Figure 6 FEMA Floodplain Map
- Figures 7A-E Historic Aerial Photo Maps

Appendix B: Antecedent Precipitation Tool/Daily Precipitation Data

Appendix C: NRCS Soil Report

Appendix D: Farmed Area Off-Site Review

Appendix E: Site Photographs

Appendix F: Northcentral/Northeast Region Supplement Wetland Determination Data Forms

461 HORNS CORNERS ROAD
WETLAND DELINEATION REPORT

1.0 Introduction and Statement of Qualifications

On behalf of Mr. Charlie Hutchinson, Ruekert & Mielke, Inc. (R/M) conducted a wetland delineation within the property located at 461 Horns Corners Road in the Town of Cedarburg, Ozaukee County, Wisconsin (Appendix A, Figure 1). The Area of Investigation (AOI) is 7.5 acres and is located in Section 32, Town 10N, Range 21E.

The purpose of the wetland delineation was to determine the extent of wetlands, waterways, and other aquatic resources within the AOI for potential residential development. Wetlands, waterways, and other aquatic resources identified in this report may be subject to federal regulation under the jurisdiction of the U.S. Army Corps of Engineers (USACE), state regulation under the jurisdiction of the Wisconsin Department of Natural Resources (WDNR), and local jurisdiction under a county, city, village, or town.

The field investigation was conducted by R/M Environmental Scientist Tiffany Wagner and Senior Environmental Scientist, Christy Poniewaz, on October 7, 2025. A follow-up field investigation was completed on November 5, 2025, with Kara Brooks, WDNR Wetland Identification Program Coordinator. Tiffany Wagner was the lead investigator and author of this report.

Tiffany is an Environmental Scientist with a B.S. degree in Environmental Studies from the University of Wisconsin – Parkside. She has completed the Wetland Delineation Workshop and the Grasses, Sedges, and Rushes class offered by the University of Wisconsin – La Crosse. Tiffany leads field investigations, data collection, and reporting for wetland delineations, and is pursuing assurance through the WDNR Wetland Delineation Professional Assurance Initiative.

Christy is a Senior Environmental Scientist with a B.A. degree in Conservation and Environmental Sciences from the University of Wisconsin – Milwaukee. She has completed the Wetland Delineation Workshop offered by the University of Wisconsin – La Crosse. Christy assists with field investigations, data collection, and reporting for wetland delineations.

Three (3) palustrine emergent (PEM) wetland features totaling 33,155.19 SF (0.76 Ac) were delineated within the AOI (Appendix A, Figure 2). No waterways or other aquatic resources were identified within the AOI.

2.0 Methods

The wetland and waterway delineation was conducted in accordance with the guidelines of the *1987 Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral/Northeast Region, Version 2.0* (USACE, 2011) and in general accordance with WDNR guidelines. National Wetland Indicator status and taxonomic nomenclature were prepared in accordance with the *2022 National Wetland Plant List* (Version 3.6) (USACE, 2023). National Wetland Indicator status was assigned in accordance with the Northcentral/Northeast Region. Indicators of hydric soil are based on the *Field Indicators of Hydric Soils in the United States, Version 9.0* (United States Department of Agriculture [USDA] & Natural Resources Conservation Service [NRCS], 2024).

Wetlands identified in this report are classified according to the Cowardin Classification System (Cowardin et al., 1979). Palustrine (P) wetlands present may be described as Emergent (EM), Scrub–Shrub (SS), or Forested (FO). When relevant, wetland descriptions may be supplemented with plant community descriptions from *Wetland Plant Communities of Minnesota and Wisconsin, Version 3.2* (Eggers & Reed, 2015).

This report was prepared by R/M in general accordance with the guidelines set forth in the *Guidance for Submittal of Delineation Reports to the St. Paul District Corps of Engineers and the Wisconsin Department of Natural Resources* (USACE & WDNR, 2015).

2.1 Desktop Review

Prior to conducting field work, several resources were reviewed to identify potential wetland and aquatic resources and direct on-site investigations and identify areas that require data collection:

- Aerial Imagery
  - Ozaukee County Land Information Office
- Floodplain
  - Federal Emergency Management Association (FEMA)
- Soil data
  - USDA and NRCS
- Topography and Contour data
  - United States Geological Survey (USGS) and Ozaukee County Land Information Office
- Wetland and Waterway
  - WDNR Wisconsin Wetland Inventory (WWI)
  - WDNR 24K Hydrography

Web addresses and access dates for these resources are provided in Section 5 of this report.

The Antecedent Precipitation Tool (APT) (Version 3.0) (USACE, 2025) and recent daily precipitation data were used to determine if antecedent hydrologic conditions at the time of the site visit were normal, wetter, or drier than the normal range (Appendix B).

The Web Soil Survey (USDA & NRCS, 2025) was used to generate a list of soil map units and all associated components occurring within the AOI (Appendix C). This list was analyzed for soil map units and components that are hydric.

2.2 Farmed Area Off-Site Review

A farmed area off-site review (Appendix D) was performed in general accordance with the *Guidance for Offsite Hydrology/Wetland Determinations* (USACE & Minnesota Board of Water & Soil Resources, 2016) for portions of the AOI that are presently or recently farmed.

Areas for further evaluation were identified by reviewing the sources listed in the section above (e.g., aerial imagery, hydric soils, topography, WWI mapping, etc.) to determine the potential presence of wetlands.

For the areas identified in this preliminary step, a detailed imagery analysis was conducted using USDA Farm Service Agency (FSA) and/or NRCS National Agricultural Imagery Program (NAIP) aerial photographs, along with antecedent precipitation calculations. Aerial imagery was reviewed for the presence or absence of wetland hydrology “signatures” including Altered Pattern (AP), Crop Stress (CS), Drowned Out (DO), Not Cropped (NC), No Soil Wetness (NSS), Normal Vegetative Cover (NV), Soil Wetness Signature (SS), Standing Water (SW), and Wetland Signature (WS).

Antecedent precipitation data was used to evaluate the climate condition (dry, normal, wet) for the three months preceding each aerial image. Years classified as “normal” were used to calculate the percentage of normal years exhibiting wetness signatures. Areas that displayed wetness signatures in 50% or more of normal years were determined to have a high probability of wetland presence. The percentage of all years with wetness signatures was also calculated for comparison. Areas with a high probability for wetlands should be evaluated during field investigations.

2.3 Field Investigation

Photographs were taken throughout the AOI and at each sample point (Appendix E). Sample points were placed in each habitat present within the AOI. USACE Northcentral and Northeast Region (Version 2.0) Wetland Determination Data Sheets (USACE, Sep 2024) were completed for each of the sample points (Appendix F) using Wildnote Field Data Collection App.

Soil color was determined using a Munsell soil color chart (Munsell Color Company, 2010), and the soil pit was left open for at least 30 minutes to allow for the observation of wetland hydrology indicators.

Supplemental sample points were collected to establish wetland and upland boundaries. Upland-wetland boundaries were evaluated in accordance with differences in the abundance of hydrophytic and non-hydrophytic vegetation, presence or absence of hydric soil indicators, presence or absence of hydrological indicators, topography, and professional judgement. Once the boundary was determined, it was designated by pink wire pin flags and/or pink flagging tape. Sample points were staked with orange wire pin flags. A Trimble R12 survey-grade GPS unit was used to collect the locations of the wetland boundaries and sample points.

3.0 Results

3.1 Desktop Review

3.1.1 Topography

The Contour Map (Appendix A, Figure 3) indicates Ozaukee County one-foot contours with elevations ranging from approximately 905-921 feet above sea level within the AOI. The western portion of the AOI slopes off-site toward the agricultural field to the west. The central portion generally slopes toward Wetland 1 and 2, while the remaining eastern portion slopes east/northeast toward Wetland 3.

3.1.2 WWI and Waterways

The WWI and Waterways Map (Appendix A, Figure 4) indicates there are no mapped WWI wetlands or WDNR 24K hydrography features within the AOI.

3.1.3 Soils

The NRCS Soil Survey and Wetland Indicator Soils Map (Appendix A, Figure 5) indicates three soil map units within the AOI: Hochheim loam, 2 to 6 percent slopes, eroded (HmB2); Nenno silt loam, 1 to 3 percent slopes (NnA); and Theresa silt loam, 2 to 6 percent slopes (ThB). Nenno silt loam is a WDNR maximum extent wetland indicators soil for this AOI.

3.1.4 Floodplain

The Floodplain Map (Appendix A, Figure 6) indicates that the AOI is not located within a floodplain (Zone X).

3.1.5 Historic Aerial Review

Historic aerial imagery (Appendix A, Figures 7A-7F) was reviewed for the years 1941-2024:

- In 1941, the AOI consists of agricultural fields, a driveway, several buildings, and small pockets of forest.
- Between 1941 and 1950, an agricultural ditch appears to have been constructed in the western portion of the AOI. Residential development began along the east side of Horns Corners Road.
- Between 1950 and 1970, the agricultural ditch identified above is no longer present. The driveway was expanded to include two access points from Horns Corners Road and extended to buildings to the north and west. The northern portion of the central field appears to have been disturbed by grading or cleaning to construct a drainage feature from the property line ditch extending west toward the central depression. Residential development continued to the east and began to the north along Western Road.
- Between 1970 and 1980, the drainage feature appears to have been filled and graded.
- Between 1980 and 1990, the cleared northern portion of the AOI west of the building near the residence remained cleared. No other notable changes were observed. Residential development to the east and north appears to be complete.
- Between 1990 and 2000, vegetation began to establish in the previously cleared northern area.
- Between 2000 and 2005, the previously cleared northern area appears fully vegetated.
- Between 2005 and 2010, no significant changes were identified within the AOI. Stonegate Road and associated storm water features were constructed south of the AOI.
- Between 2010 and 2020, significant residential development occurred along Stonegate Road south of the AOI.
- Between 2020 and 2024, no significant changes were identified within or adjacent to the AOI.

3.1.6 Climatic Conditions

The APT determined that antecedent precipitation was normal. Total precipitation for the 14 days prior to the October 7, 2025, site visit was 0.25 inches and precipitation for the 14 days prior to the November 5, 2025, site visit was 0.06 inches.

3.1.7 Prior Agency and Wetland Delineation Records

No agency coordination or previous wetland delineations were on record for this AOI.

3.1.8 Farmed Area Off-Site Review

The Farmed Area Off-site Review was completed for two areas within the AOI. Eight years of aerial imagery from 2005-2020 were analyzed, of which, five were during a period of normal precipitation.

Area 1 includes a portion east of the western agricultural field within the AOI where wetness signatures were observed in aerial imagery, and the topography indicates a swale or depressional feature. Wetness signatures are present in approximately 60% of normal years and 63% of all years. The most common signatures observed include soil wetness, crop stress, not cropped conditions, and general wetland signatures.

Area 2 includes a small portion northwest of the western agricultural field within the AOI where wetness signatures were also observed in aerial imagery. Wetness signatures are present in approximately 60% of normal years and 63% of all years. The most common signatures observed include soil wetness and general wetland signatures.

The results of the review suggest that the presence of wetlands is likely in these areas and were used to direct on-site investigations.

3.2 Field Investigation

The field investigation was conducted by R/M Environmental Scientist Tiffany Wagner on October 7, 2025, with assistance from Christy Poniewaz. A follow-up field investigation was completed on November 5, 2025, with Kara Brooks, WDNR Wetland Identification Program Coordinator.

No precipitation was recorded within 48 hours prior to the site visit.

The AOI includes a residence with associated outbuildings, a driveway, maintained lawn areas, a drainage ditch, wetlands, and surrounding agricultural fields.

Six (6) sample points were established to document upland and wetland communities within the AOI.

Three (3) PEM wetland features totaling 33,155.19 SF (0.76 Ac) were delineated within the AOI. No waterways or other aquatic resources were identified within the AOI.

3.2.1 Uplands

Two (2) Sample Points (SP-1 and SP-3) are located in upland habitats within the AOI. The following summary describes the upland conditions, including vegetation, soils, and hydrology for each habitat.

Upland Agricultural Swale

Sample Point SP-1 represents the upland agricultural swale habitat within the AOI. The agricultural swale is visible in Photo Point 1.

Hydrophytic vegetation and associated indicators are not present. The dominant species observed were *Trifolium repens* and planted *Medicago sativa* in the herb stratum. The *Medicago sativa* was less dense compared to the surrounding field outside of the swale.

Soil mapped within the swale is Theresa silt loam (ThB). No hydric soil indicators were present.

Primary wetland hydrology indicators were absent, while one secondary indicator, Geomorphic Position (D2), was present.

Upland Meadow

Sample Point SP-3 represents the upland meadow habitat within the AOI. The upland meadow is visible in Photo Point 4.

Hydrophytic vegetation was present, supported by the Prevalence Index. The dominant species observed were *Phalaris arundinacea* and *Solidago canadensis*.

Soil mapped within the meadow is Theresa silt loam (ThB). No hydric soil indicators were present.

No primary or secondary wetland hydrology indicators were present.

3.2.2 Wetlands

Three (3) PEM wetland features totaling 33,155.19 SF (0.76 Ac) were delineated within the AOI. Four (4) Sample Points (SP-2, SP-4, SP-5, and SP-6) were placed within these wetland habitats. The following summary provides information on each delineated wetland, including size, description, dominant vegetation, mapped soil types, hydric soil indicators, wetland hydrology indicators, and any relevant comments.

Wetland 1

Wetland 1 (3,831.50 SF/0.09 Ac) is a degraded PEM wetland in the agricultural field in the western AOI. Wetland 1 is represented by Sample Points SP-2 and SP-4, and Photo Points 2, 3, 20, and 21.

Hydrophytic vegetation is present and is supported by the Rapid Test, Dominance Test, and Prevalence Index. The dominant species were *Acer saccharinum* in the tree stratum; *Fraxinus pennsylvanica* in the sapling/shrub stratum; and *Phalaris arundinacea* in the herb stratum.

Soil mapped within the wetland is Theresa silt loam (ThB). The Redox Dark Surface (F6) hydric soil indicator was observed.

No primary wetland hydrology indicators were present. Secondary indicators present were Geomorphic Position (D2) and FAC-Neutral Test (D5). Wetland hydrology is sustained by surface water runoff from adjacent uplands.

Wetland 2

Wetland 2 (5,319.43 SF/0.12 Ac) is a degraded PEM wetland depression in the central AOI. Wetland 2 is represented by Sample Point SP-5 and Photo Points 6, 7, and 8.

Hydrophytic vegetation is present and is supported by the Dominance Test and Prevalence Index. The dominant species were *Ulmus americana* and *Tilia americana* in the tree stratum; *Rhamnus cathartica* in the sapling/shrub stratum; and *Phalaris arundinacea* in the herb stratum.

Soil mapped within the wetland is Nenno silt loam (NnA). The Redox Dark Surface (F6) and Redox Depressions (F8) hydric soil indicators were present.

Inundation Visible on Aerial Imagery (B7) primary wetland hydrology indicator was present. Secondary indicators present were Geomorphic Position (D2) and FAC-Neutral Test (D5). Wetland hydrology is sustained by surface water runoff from adjacent uplands.

Wetland 3

Wetland 3 (24,004.26 SF/0.55 Ac) is a degraded PEM wetland starting in the northcentral area of the AOI on the property boundary extending east to the ditch that runs to the north and south along Horns Corners Road. Wetland 3 is represented by Sample Point SP-6 and Photo Points 10, 11, 13, 14, 16, 17, 18, and 19.

Hydrophytic vegetation is present and is supported by the Rapid Text, Dominance Test, and Prevalence Index. The dominant species were *Fraxinus pennsylvanica* in the tree stratum; *Salix interior* and *Fraxinus pennsylvanica* in the sapling/shrub stratum; and *Phalaris arundinacea* in the herb stratum.

Soil mapped within the wetland is Nenno silt loam (NnA) and Theresa silt loam (ThB). No hydric soil indicators were present at SP-6 due to being on the wetland boundary, however multiple test pits were taken throughout the wetland, and the Depleted Matrix (F3) and Redox Dark Surface (F6) hydric soil indicators were present.

No primary wetland hydrology indicators were present. Secondary indicators present were Geomorphic Position (D2) and FAC-Neutral Test (D5). Wetland hydrology is sustained by surface water runoff from adjacent uplands.

3.2.3 Waterways and Other Aquatic Features

No waterways or other aquatic features were identified within the AOI.

4.0 Conclusions

Based on the wetland delineation completed by R/M, three (3) PEM wetland features totaling 33,155.19 SF (0.76 Ac) were delineated within the AOI. No waterways or other aquatic resources were identified within the AOI.

Wetlands, waterways, and other surface waters identified in this report represent the professional opinion of Ruekert & Mielke, Inc. based on site conditions at the time of fieldwork and current guidance from the USACE and WDNR. The USACE and WDNR are the sole authorities to confirm boundaries and jurisdiction. Please note that site conditions and regulatory interpretations are subject to change. Any activity within wetlands or below the Ordinary High-Water Mark may require permits, and Ruekert & Mielke, Inc. assumes no liability for agency decisions, changing conditions, or site work conducted without proper approvals.

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APPENDIX A

Figures

Figure 1: Site Location Map
Figure 2: Wetland Boundary Map
Figure 3: Contour Map
Figure 4: Wisconsin Wetland Inventory and Waterway Map
Figure 5: NRCS Soils and Wetland Indicator Soils Map
Figure 6: FEMA Floodplain Map
Figure 7A-E: Historic Aerial Photo Maps

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Charlie Hutchinson
Town of Cedarburg

Site Location Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 1SiteLocation
Date Saved: 11/10/2025

Figure 1

N

0 500 1,000
Feet



Ozaukee County, Wisconsin

Legend

- Area of Investigation (7.5 Acres)
- Public Land Survey System

30 10 21
29 10 21
28 10 21
27 10 21
31 10 21
32 10 21
33 10 21
34 10 21
6 9 21
5 9 21
4 9 21
3 9 21

RIDGEFIELD CT
GRANVILLE RD
BRIDGE RD
WESTRIDGE DR
WEIDMAN CT
CRESTVIEW DR
STARLET DR
HICKORY LN
MAPLEWOOD LN
HILLSIDE CT
HARVEST LN
TOPVIEW TRL
TOWER AVE
SPRUCE AVE
BEECH ST
Cedarburg
MARTIN DR
WILLIAMS DR
AVALON LN
KAEHLERS MILL RD
BEECHWOOD DR
WISCONSIN
WESTERN AVE
PARKLAND RD
CULLEN LN
FOXWAY LN
STONEFIELD DR
DOUGLAS LN
PRAIRE VIEW RD
RIDGEWAY LN
DAWNVIEW LN
WAUWATOSA RD
STONESET CIR
STONEGATE RD
IRONSTONE CT
MOSTAD CT
HUNTINGTON DR
GLACIER CT
DAVIS RD
FOXCROFT DR
CO HWY C
GLENVIEW LN
CLOVER LN
HILL N DALE CT

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Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet

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461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

Wetland Boundary Map

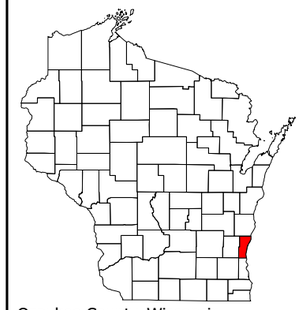
Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 2WetlandBoundary
Date Saved: 11/10/2025

Figure 2



N

0 60 120
Feet



Legend

- Culvert
- Photo Point
- Sample Point
- 1-ft Contour Line
- Area of Investigation (7.5 Acres)
- Delineated Wetland (33,155.19 SF/0.76 Acre)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet

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461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

Contour Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 3Contour
Date Saved: 11/10/2025

Figure 3

N

0 60 120
Feet



Ozaukee County, Wisconsin

Legend

- 1-ft Contour Line
- Area of Investigation (7.5 Acres)

Western Rd

Horns Corners Rd

Stonegate Rd

Stonegate Rd

Stonegate Rd

Horns Corners Rd

Path: I:\Projects\9146 Chutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet

Ruekert · Mielke

461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

Wisconsin Wetland Inventory and Waterways/Waterbodies Map

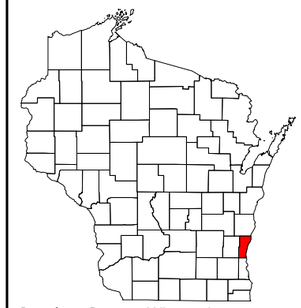
Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 4Wetland_Waterway
Date Saved: 11/10/2025

Figure 4



N

0 75 150
Feet



Ozaukee County, Wisconsin

Legend

- 24K Hydrography Streams and Rivers
- Intermittent Streams
- Area of Investigation (7.5 Acres)
- WWI Wetlands

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet

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Town of Cedarburg

NRCS Soils and Wetland Indicator Soils Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 5Soils
Date Saved: 11/10/2025

Figure 5

N

0 60 120
Feet



Ozaukee County, Wisconsin

Legend

- Area of Investigation (7.5 Acres)
- Maximum Extent Wetland Indicator Soil
- NRCS Soil Map Unit

NRCS Soil Map Unit within AOI:
HmB2: Hoccheim loam, 2 to 6 percent slopes, eroded
NnA: Nenno silt loam, 1 to 3 percent slopes*
ThB: Theresa silt loam, 2 to 6 percent slopes
*Maximum Extent Wetland Indicator Soil

Western Rd
Western Rd
Horns Corners Rd
Stonegate Rd
Stonegate Rd
Stonegate Rd
Horns Corners Rd
ThB
NnA
NnA
NnA
HmB2
Ph
OuB2

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet

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Town of Cedarburg

Floodplain Map

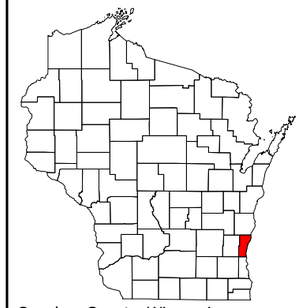
Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 6Floodplain
Date Saved: 11/10/2025

Figure 6



N

0 60 120
Feet



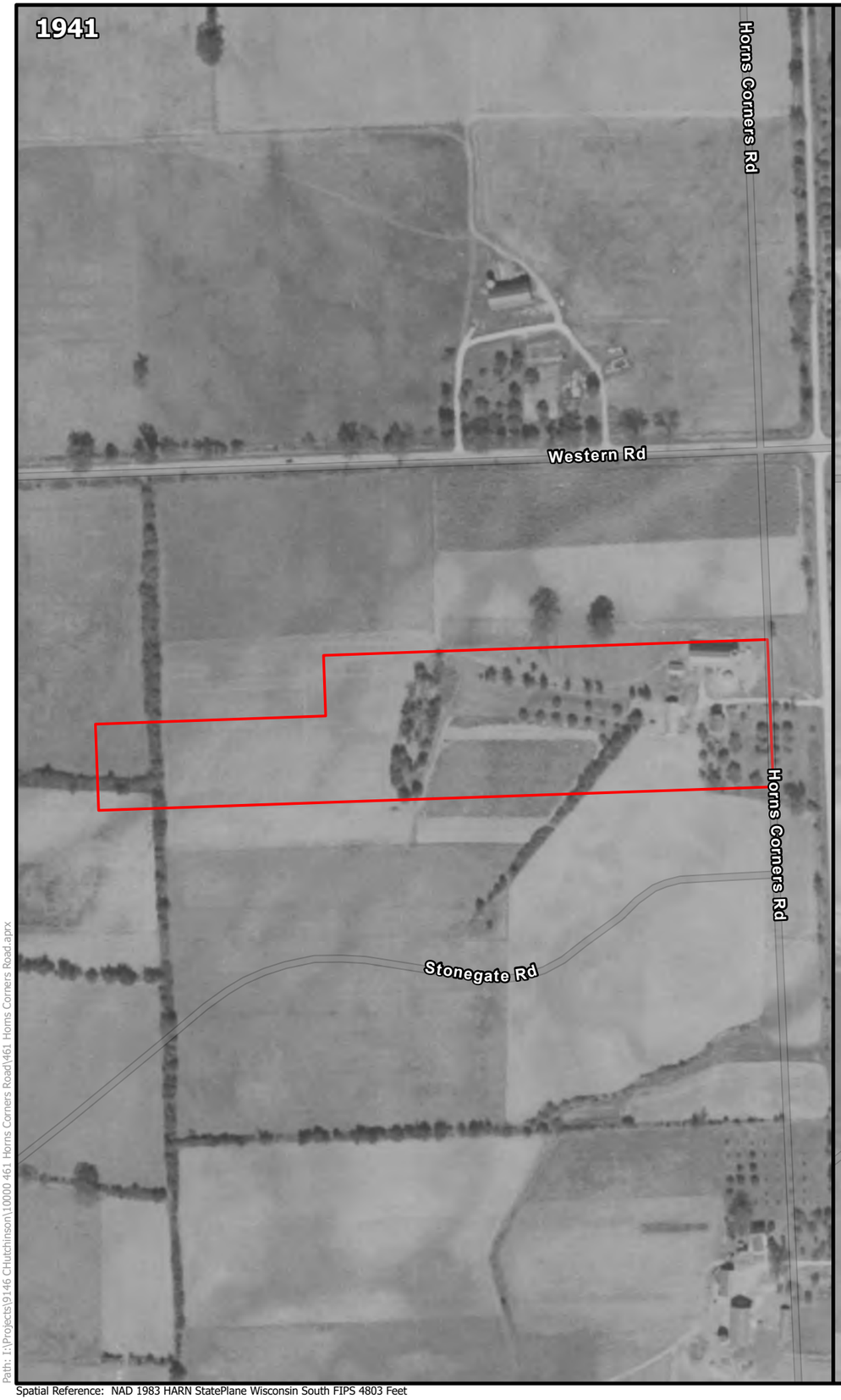
Ozaukee County, Wisconsin

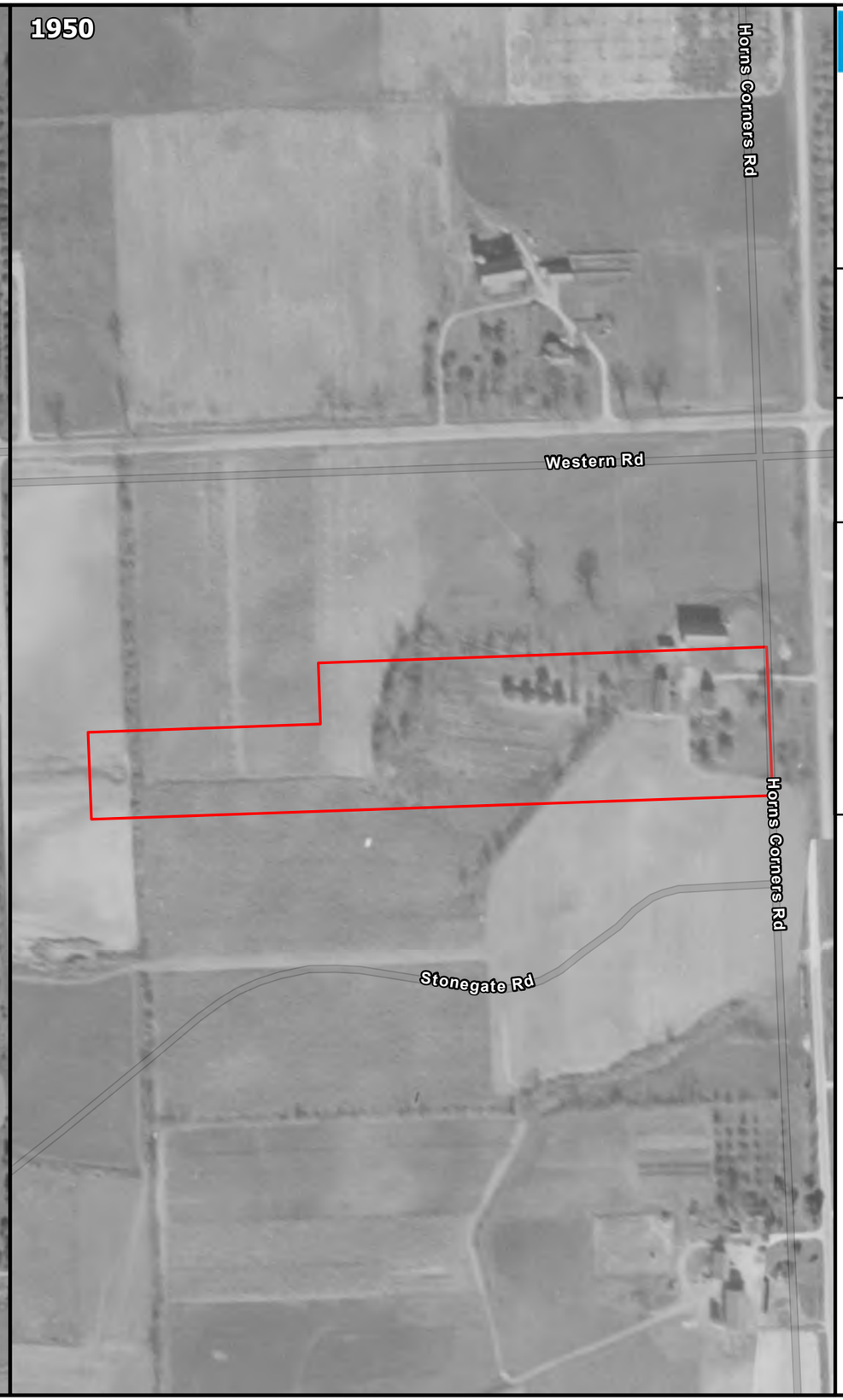
Legend

- Area of Investigation (7.5 Acres)
- 0.2% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Area with Reduced Risk Due to Levee
- Special Floodway

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet





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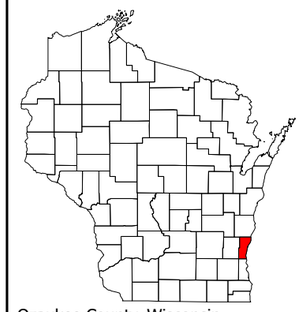
Historic Aerial Photos Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 7Aerials
Date Saved: 11/10/2025

Figure 7A

N

0 125 250
Feet



Ozaukee County, Wisconsin

Legend

Area of Investigation (7.5 Acres)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet





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Charlie Hutchinson
Town of Cedarburg

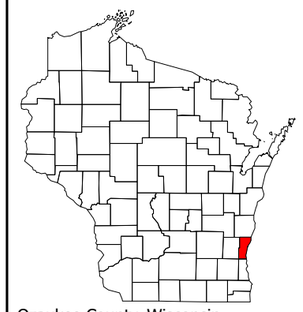
Historic Aerial Photos Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 7Aerials
Date Saved: 11/10/2025

Figure 7B

N

0 125 250
Feet



Ozaukee County, Wisconsin

Legend

Area of Investigation (7.5 Acres)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet





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461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

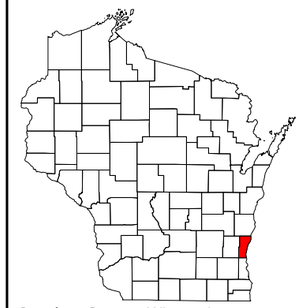
Historic Aerial Photos Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 7Aerials
Date Saved: 11/10/2025

Figure 7C

N

0 125 250
Feet



Legend

Area of Investigation (7.5 Acres)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet





Ruekert · Mielke

461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

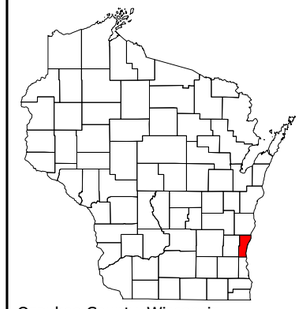
Historic Aerial Photos Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 7Aerials
Date Saved: 11/10/2025

Figure 7D

N

0 125 250
Feet



Legend

Area of Investigation (7.5 Acres)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet





Ruekert · Mielke

461 Horns Corners Road
Charlie Hutchinson
Town of Cedarburg

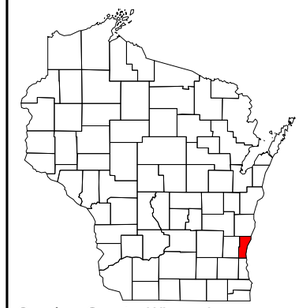
Historic Aerial Photos Map

Project #: 9146-10000
Drawn By: TMW
Approved By: CMP
Name: 7Aerials
Date Saved: 11/10/2025

Figure 7E

N

0 125 250
Feet



Ozaukee County, Wisconsin

Legend

Area of Investigation (7.5 Acres)

Path: I:\Projects\9146 CHutchinson\10000 461 Horns Corners Road\461 Horns Corners Road.aprx

Spatial Reference: NAD 1983 HARN StatePlane Wisconsin South FIPS 4803 Feet

AGREEMENT TO MAINTAIN STORMWATER FACILITIES

ENTERED INTO ON THIS ____ DAY OF _____, _____, BY AND BETWEEN THE TOWN OF CEDARBURG AND _____, AND ITS HEIRS, SUCCESSORS, OR ASSIGNS

Name and Return Address

Town of Cedarburg
Attention: Eric Ryer
Administrator
1293 Washington Avenue
Cedarburg, Wisconsin 53012-9304

030320101000

Parcel Identification Number (PIN)

The upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the Town of Cedarburg. All property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the Town of Cedarburg Construction Site Erosion Control and Stormwater Management Ordinance.

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described above. In order to further the goals of the stormwater management goals of the Town of Cedarburg, the Town and Owner hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

(1) Include a legal description of the property for which this agreement applies as Attachment A.

(2) Include a Location Map showing an accurate location of the storm water management practice affected by this agreement as Attachment B.

(3) Implement the stormwater facility maintenance plan included herein as Attachment C.

(4) Allow the Town or designee to access the property to conduct inspections of storm water management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(5) Undertake corrective actions required by Town within a reasonable time frame as set by the Town.

(6) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by Town staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended.

(7) All future property owners of the Horns Corners Preserve (or the Homeowners Association) share the ownership of Outlot 1 and will be bound to the agreement and as such are the responsible parties to the requirements within the maintenance agreement.

THE TOWN OF CEDARBURG SHALL:

(1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as Town time and resources permit. The Owner, or it's successors or Homeowners

Association, 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.
(2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
(3) Notify the Owner of maintenance problems that require correction.

REMEDIES:
(1) If corrective actions required by the Town are not completed within the time set by the Town, written notice will be sent to the persons who were given notice stating the Town intention to perform such maintenance and bill the owner for all incurred expenses.
(2) If at any time the Town determines that the existing system creates any imminent threat to public health or welfare, the Town may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
(3) The owner grants unrestricted authority to the Town for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
(4) The persons listed in (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the Town within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the Town will be borne by the parties responsible for said reimbursements. If the reimbursement was not made that the costs would be placed on the Owner's tax bill pursuant to Wis. Stats. §66.0627.
(5) The owner hereby grants to the Town a lien against the above-described property in an amount equal to the cost incurred by the Town to perform the maintenance or repair work described herein.
(6) Owner shall defend, indemnify and hold harmless the Town, its successors in interest, officers, employees, agents, invitees, and guesses, from and against any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in equity, losses judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, of any kind or any nature whatsoever which may be imposed, incurred, sustained or asserted against the Town, and its successors in interest, officers, employees, agents, invitees, and guests, by reason of any injury or death to any person or loss, damage or destruction of any property or loss of use thereof, or otherwise arising as a result of this Agreement or the Stormwater Systems, successors in interest, officers, employees, agents, invitees, and guests.
(7) Owner may not transfer, assign, or modify its obligations with respect to this Agreement without the Town's written consent; except that Owner does not need the Town's consent to transfer fee simple title to the Property to a new owner who will assume all of the Owner's obligations under this Agreement.
(8) If any portion of this Agreement shall be deemed illegal, null or void or against public policy for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

9) This Agreement may not be modified or amended except by a written understanding that is then executed by the parties

(10) The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the Town. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the Town.

_____

Signature of Owner

_____

Date

STATE OF WISCONSIN COUNTY OF OZAUKEE

On this day and year above personally appeared before me, a Notary Public in and for the State of Wisconsin duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

_____
Notary Public in and for the State of
Wisconsin, residing in _____

My Commission Expires: _____

Dated at Cedarburg, Wisconsin, this _____ day of _____, _____.

TOWN OF CEDARBURG
By:_____
Authorized Agent for the Town of Cedarburg

This document was drafted by:
Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Road, Suite 100
Elm Grove, WI 53122

ATTACHMENT A
LEGAL DESCRIPTION OF THE PROPERTY

THE FOLLOWING DESCRIPTION IDENTIFIES THE LAND PARCELS AFFECTED BY THIS AGREEMENT. FOR THE EXACT BEARINGS AND DISTANCES OF ALL THE STORMWATER OUTLOTS SHOWN, SEE THE RECORDED PLAT OF THE HORNS CORNERS PRESERVE AT THE OZAUKEE COUNTY REGISTRER OF DEEDS OFFICE.

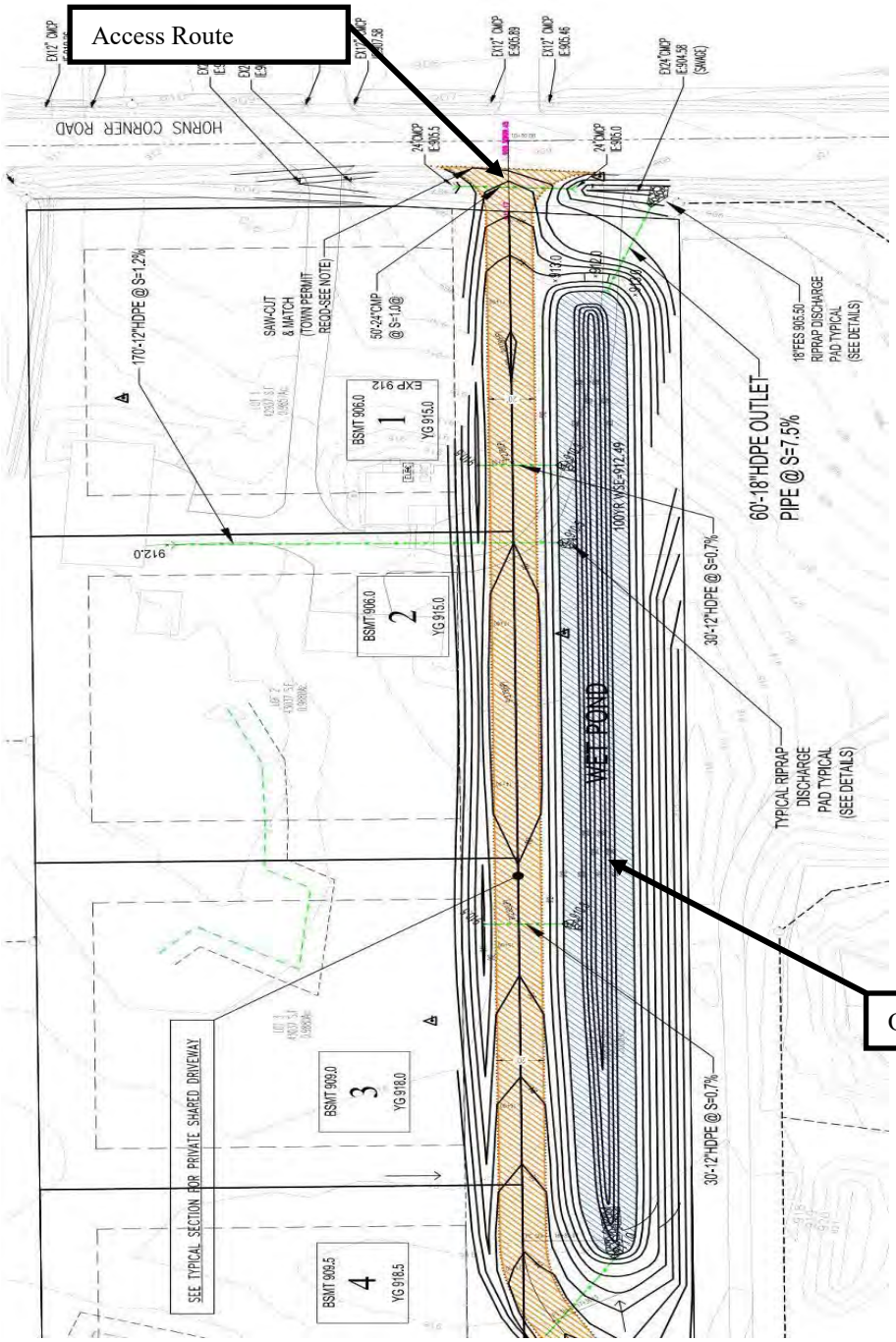
DEVELOPMENT NAME: HORNS CORNERS PRESERVE

DATE OF RECORDING: _____

LOCATION: OUTLOT 1 OF HORNS CORNERS PRESERVE SUBDIVISION BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE TOWN OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN.

ATTACHMENT B
LOCATION OF STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT

Subdivision Name: Horns Corners Preserve
Storm water practices: Wet Pond, outlet piping and overflow weir.
Owners of Outlots: Each individual lot owner shall have an undivided fractional ownership in Outlot 1.
Location of Practice: Outlot 1.



ATTACHMENT C

STORMWATER MAINTENANCE PLAN

COVERED BY THIS AGREEMENT

Horns Corners Preserve

Town of Cedarburg, Ozaukee County, WI

Minimum Maintenance Requirements for wet detention basins

System Description:

Wet detention basins are designed to remove at least 80% of the Total Suspended Solids (TSS) in the site runoff and to reduce downstream peak flows. Swales function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level and outlet structures must be maintained as specified in this Plan.

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked after every major rain event to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the basins. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after every heavy rain event for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. Any woody vegetation must be removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the water's edge for safety and pollutant removal purposes. Weeds in the wetland areas will need to be controlled with spot application of herbicide for a minimum of 3 years to ensure proper establishment. Applicable permits must be obtained prior to applying herbicide to the wetland vegetation.
6. The basins are to be cleaned out prior to the depth of sediment reaching the dewatering hole. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the basins or berms other than for sediment removal is allowed, unless otherwise approved by the Town of Cedarburg.
8. To promote more effective pollutant removal, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize disturbance to ground nesting birds. To discourage the presence of

nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe show be maintained around all detention basins, where possible.

9. After vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.
10. A yearly inspection is required by a qualified person that represents the Owner. Any needed maintenance must be documented and scheduled for immediate repair. All repairs must be documented, preferably with photographs. The completed inspection form and documentation must be forwarded to the Town of Cedarburg no later than August 1st each year. The contact information will be included on the provided inspection form. Failure to complete the yearly inspection will be cause for the Town to inspect the basin and conveyances, at the Owner's cost, as outlined above.
11. All other repairs or maintenance needed to ensure the continued function of the basin as ordered by the Town of Cedarburg under the provisions previously listed in this Agreement.

DRAFT — FOR TOWN OF CEDARBURG REVIEW

LEGAL INSTRUMENTS AND RULES

OF THE

HORNS CORNERS PRESERVE HOME OWNERS ASSOCIATION

(HCPHOA)

Town of Cedarburg, Ozaukee County, Wisconsin

Major Land Division — Six (6) Lot Residential Subdivision

Prepared: April 2026

This document comprises the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), the Articles of Incorporation, and the Bylaws of the Horns Corners Preserve Home Owners Association (HCPHOA), a Wisconsin nonprofit corporation organized for the purpose of administering the common elements of the Horns Corners Preserve Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin.

This draft is submitted as part of the Major Land Division Preliminary Plat Application pursuant to the Town of Cedarburg Land Division Ordinance and Chapter 236 of the Wisconsin Statutes.

PART I: DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Article 1 — Recitals and Purpose

1.1 This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made and entered into by the Declarant, being the owner and developer of the real property described herein, located in the Town of Cedarburg, Ozaukee County, Wisconsin, legally described as the Horns Corners Preserve Subdivision (the "Subdivision").

1.2 The Subdivision consists of six (6) residential lots ("Lots") as shown on the recorded Plat of Horns Corners Preserve. The Declarant desires to establish a uniform plan of development and to create a homeowners association to own, maintain, and administer the Common Elements for the benefit of all Lot Owners.

1.3 These covenants, conditions, and restrictions shall run with the land and shall be binding upon all present and future owners of any Lot within the Subdivision, their heirs, successors, and assigns.

Article 2 — Definitions

As used in this Declaration, the following terms shall have the meanings set forth below:

"Association" means the Horns Corners Preserve Home Owners Association (HCPHOA), a Wisconsin nonprofit corporation.

"Board" or "Board of Directors" means the governing body of the Association elected pursuant to the Bylaws.

"Common Elements" means all real and personal property owned or maintained by the Association for the common use and benefit of all Lot Owners, including but not limited to: (a) the Private Road and any associated easements, right-of-way, culverts, and drainage structures; and (b) all stormwater management facilities including detention/retention pond(s), bioswales, infiltration basins, outlet structures, and associated easements.

"Declarant" means the original developer and subdivider of the Horns Corners Preserve Subdivision, and any successor who expressly assumes the rights and obligations of Declarant in a recorded instrument.

"Lot" means any of the six (6) numbered residential parcels shown on the recorded Plat of Horns Corners Preserve.

"Lot Owner" or "Owner" means the person(s) or entity holding fee simple title to a Lot.

"Private Road" means the private roadway serving the Subdivision, as shown on the recorded Plat, including the road surface, base, shoulders, drainage ditches, culverts, and all appurtenant structures.

"Stormwater Facilities" means all engineered stormwater management structures constructed and maintained within the Subdivision in accordance with the approved Stormwater Management Plan on file with the Town of Cedarburg.

"Assessment" means the annual and/or special charges levied against each Lot by the Association to fund Common Element maintenance, operations, reserves, and other lawful Association expenses.

Article 3 — Common Elements

3.1 Private Road. The Private Road serving the Subdivision is hereby designated a Common Element. Each Lot Owner shall have a non-exclusive easement of access and use over the Private Road appurtenant to their Lot. No Lot Owner shall obstruct, damage, or make unauthorized modifications to the Private Road.

3.2 Stormwater Facilities. All stormwater management facilities constructed within the Subdivision, including detention pond(s), bioswales, outlet structures, and related infrastructure, are hereby designated Common Elements. The Association shall be responsible for their perpetual maintenance and operation in compliance with the Town of Cedarburg Stormwater Management Plan and any applicable WPDES permit conditions.

3.3 Maintenance Obligation. The Association shall maintain all Common Elements in good repair, safe condition, and in compliance with all applicable Town of Cedarburg ordinances, state statutes, and regulatory requirements. Maintenance shall include, without limitation: snow and ice removal from the Private Road; road surface repair and resurfacing; culvert inspection and replacement; stormwater facility inspections, sediment removal, and vegetation management; and all appurtenant maintenance activities.

3.4 Town Access. The Town of Cedarburg and its authorized agents shall have the right, but not the obligation, to enter upon the Common Elements at any time for purposes of inspection. Should the Association fail to maintain the Common Elements in conformance with applicable standards, the Town may, after providing written notice and reasonable opportunity to cure, perform such maintenance and assess the cost thereof against the Lots, which cost shall constitute a lien on each Lot.

Article 4 — Assessments

4.1 Obligation to Pay. Each Lot Owner, by acceptance of a deed to a Lot, covenants and agrees to pay to the Association: (a) Annual Assessments; and (b) Special Assessments as provided herein.

4.2 Equal Apportionment. All Assessments shall be apportioned equally among the six (6) Lots, each Lot bearing one-sixth (1/6) of the total amount assessed.

4.3 Annual Assessment. The Board of Directors shall establish an Annual Assessment each fiscal year in an amount sufficient to fund: (a) the reasonably anticipated cost of maintaining, repairing, and operating the Common Elements for that fiscal year; and (b) a contribution to the Reserve Fund as provided in Section 4.5.

4.4 Special Assessment. The Board of Directors may levy a Special Assessment for costs of any capital improvement, major repair, or extraordinary expense relating to the Common Elements, provided such Special Assessment is approved by a simple majority vote (four of six Lot Owners) at a duly noticed meeting of the Association membership.

4.5 Reserve Fund. The Association shall establish and maintain a Reserve Fund for the long-term repair and replacement of Common Element infrastructure, including road resurfacing, culvert replacement, stormwater facility rehabilitation, and other capital expenditures. A Reserve Study shall be performed or updated at least every five (5) years to determine the adequacy of Reserve Fund contributions. Reserve Fund monies shall be held in a dedicated, interest-bearing account separate from the Association's operating account.

4.6 Due Date. Annual Assessments shall be due and payable in equal installments on dates established by the Board, but no less frequently than annually. Notice of the Annual Assessment amount shall be provided to all Lot Owners not less than thirty (30) days prior to the due date.

4.7 Late Charges and Interest. Any Assessment not paid within thirty (30) days of its due date shall be subject to a late charge and shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid, as permitted under Wisconsin law.

Article 5 — Lien for Assessments

5.1 Creation of Lien. Each Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall constitute a lien upon the Lot against which the Assessment is levied from the date the Assessment becomes due, in accordance with Wisconsin Statutes Chapter 779 and applicable law.

5.2 Perfection of Lien. To perfect the lien, the Association shall record a Notice of Lien with the Ozaukee County Register of Deeds describing the Lot, the amount of the delinquent Assessment, and the nature of the obligation. The lien shall be subordinate to the lien of any first mortgage recorded prior to the date the Notice of Lien is recorded.

5.3 Enforcement. The Association may enforce its lien by foreclosure or by a legal action for money judgment. In any action to collect delinquent Assessments, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

5.4 Personal Obligation. The obligation to pay Assessments is a personal obligation of the Lot Owner at the time the Assessment is levied. Sale or transfer of a Lot does not relieve the prior owner of personal liability for Assessments that accrued prior to such transfer.

Article 6 — Use Restrictions

6.1 Residential Use. Each Lot shall be used exclusively for single-family residential purposes consistent with the R-2 zoning classification of the Town of Cedarburg.

6.2 Private Road Use. The Private Road shall be used only for the purposes of ingress and egress to the Lots and for utility service access. No Lot Owner shall park vehicles on the Private Road in a manner that obstructs access to any Lot. No commercial vehicles, recreational vehicles, boats, or trailers shall be stored on the Private Road.

6.3 Stormwater Facility Prohibition. No Lot Owner shall discharge materials into, deposit waste within, alter the grading of land draining to, or otherwise interfere with the stormwater management facilities. No encroachment into any stormwater easement area is permitted without prior written approval of the Board and the Town of Cedarburg Director of Public Works.

6.4 Compliance with Law. Each Lot Owner shall comply with all applicable Town of Cedarburg ordinances, Ozaukee County regulations, and Wisconsin statutes with respect to the use of their Lot and the Common Elements.

Article 7 — Easements

7.1 Access Easement. A non-exclusive easement of access over the Private Road is hereby granted to each Lot Owner, appurtenant to each Lot, for the purposes of ingress and egress to and from the public road network. This easement shall run with the land and shall be binding upon and inure to the benefit of each Lot and its Owner.

7.2 Utility Easement. Easements for the installation, maintenance, repair, and replacement of utilities are reserved as shown on the recorded Plat.

7.3 Stormwater Easement. A perpetual easement over and across all stormwater facility areas as shown on the recorded Plat and the approved Stormwater Management Plan is hereby granted to the Association and to the Town of Cedarburg for the purposes of access, inspection, maintenance, and repair of stormwater management infrastructure.

7.4 Emergency Access. Emergency service vehicles shall have unrestricted access over the Private Road at all times.

Article 8 — Duration, Amendment, and Termination

8.1 Duration. This Declaration shall be effective upon recording with the Ozaukee County Register of Deeds and shall continue in full force and effect in perpetuity unless lawfully terminated.

8.2 Amendment. This Declaration may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners (a simple majority) at a duly noticed meeting of the Association, provided that: (a) no amendment shall eliminate the obligation to maintain the Common Elements; (b) no amendment shall impair any easement or right granted to the Town of Cedarburg without the Town's written consent; and (c) any amendment shall be recorded with the Ozaukee County Register of Deeds to be effective.

8.3 Town Consent. Any amendment that would alter the obligation to maintain the Private Road or Stormwater Facilities, or that would modify any provision required by the Town of Cedarburg as a condition of plat approval, shall require the prior written consent of the Town of Cedarburg Town Board.

PART II: ARTICLES OF INCORPORATION

The undersigned, acting as incorporator of a nonprofit corporation under Chapter 181 of the Wisconsin Statutes, adopts the following Articles of Incorporation:

Article I — Name

The name of the corporation is: Horns Corners Preserve Home Owners Association, Inc. ("HCPHOA" or the "Association").

Article II — Registered Agent and Office

The registered agent and registered office of the Association shall be as designated in the initial filing with the Wisconsin Department of Financial Institutions and as updated from time to time pursuant to Wisconsin Statutes Section 181.0501. The registered office shall be located within the State of Wisconsin.

Article III — Purpose

The Association is organized exclusively for the following nonprofit purposes:

- To own, operate, maintain, repair, and replace the Common Elements of the Horns Corners Preserve Subdivision, Town of Cedarburg, Ozaukee County, Wisconsin, as described in the Declaration of Covenants, Conditions, and Restrictions recorded with the Ozaukee County Register of Deeds.
- To levy and collect Assessments from Lot Owners for the costs of such maintenance and operations.
- To enforce the covenants, conditions, and restrictions set forth in the Declaration.
- To carry out any other activities reasonably necessary or incidental to the foregoing purposes.

Article IV — Membership

The members of the Association shall consist of all Owners of record of any Lot within the Horns Corners Preserve Subdivision. Membership is appurtenant to and may not be separated from ownership of a Lot. Membership shall automatically transfer upon conveyance of title to a Lot.

Article V — Voting

Each Lot shall be entitled to one (1) vote on all matters submitted to a vote of the membership. Where a Lot is owned by more than one person, those persons shall, among themselves, designate one person to cast the vote for that Lot. A simple majority of votes cast (four of six Lot votes) shall be required for approval of any matter submitted to a membership vote, unless a higher threshold is required by the Bylaws or this Declaration for a specific action.

Article VI — Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of not fewer than three (3) nor more than five (5) directors, as determined by the Bylaws. Directors shall be Lot Owners or authorized representatives of a Lot Owner that is an entity. The initial Board shall

be appointed by the Declarant and shall serve until the Transition Date as defined in the Bylaws, after which Directors shall be elected by the membership.

Article VII — Declarant Control Period

During the period commencing on the date of recording of the Plat and ending on the date on which all six (6) Lots have been conveyed to Owners other than the Declarant (the "Transition Date"), the Declarant shall have the right to appoint and remove all members of the Board of Directors and all officers of the Association. This Declarant Control Period is intended to facilitate the orderly development and sale of the Subdivision. Upon the Transition Date, the Declarant shall convene a special meeting of all Lot Owners within sixty (60) days for the purpose of electing a member-controlled Board of Directors.

Article VIII — Liability Limitation

To the fullest extent permitted by Chapter 181 of the Wisconsin Statutes, no director or officer of the Association shall be personally liable to the Association or its members for monetary damages for acts or omissions in their capacity as a director or officer, except for: (a) willful misconduct or a knowing violation of criminal law; or (b) unlawful distributions.

Article IX — Dissolution

In the event of dissolution of the Association, after paying or making provision for the payment of all liabilities, the assets of the Association shall be conveyed to the Town of Cedarburg or, if the Town declines, distributed to the Lot Owners equally, subject to applicable law. The Common Elements shall not be distributed in any manner that would impair any easement or right of the Town of Cedarburg without the Town's prior written consent.

Article X — Amendment

These Articles of Incorporation may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners at a duly noticed meeting, in accordance with Chapter 181 of the Wisconsin Statutes, and upon filing of amended Articles with the Wisconsin Department of Financial Institutions.

PART III: BYLAWS OF THE HORNS CORNERS PRESERVE HOME OWNERS ASSOCIATION

Article 1 — Identification and Purpose

1.1 Name. The name of this organization is the Horns Corners Preserve Home Owners Association, Inc. (HCPHOA).

1.2 Principal Office. The principal office of the Association shall be at such location within Wisconsin as the Board of Directors may designate.

1.3 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each calendar year, unless otherwise changed by the Board.

Article 2 — Membership

2.1 Qualification. Every Owner of a Lot in the Horns Corners Preserve Subdivision shall automatically be a Member of the Association. Membership is mandatory and runs with ownership of a Lot.

2.2 Transfer. Membership shall be automatically transferred to the new Owner upon the conveyance of a Lot. The transferring Owner shall provide the Association with written notice of the transfer within thirty (30) days, including the name, address, and contact information of the new Owner.

2.3 Good Standing. A Member shall be in good standing if all Assessments and charges owed by that Member are current. Only Members in good standing may vote at meetings of the Association.

Article 3 — Meetings of Members

3.1 Annual Meeting. The Association shall hold an Annual Meeting of Members each year, to be held in the first quarter of the fiscal year (January through March) at a date, time, and location designated by the Board. The purpose of the Annual Meeting shall be to receive annual reports, elect Directors (after the Transition Date), approve the annual budget, and transact such other business as may properly come before the meeting.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority of the Board, or upon written request of at least three (3) Members. Special meetings shall be held within thirty (30) days of the call or request.

3.3 Notice. Written notice of any meeting of Members, stating the date, time, place, and purpose(s) of the meeting, shall be delivered to each Member not less than ten (10) nor more than sixty (60) days prior to the meeting. Notice may be delivered by first-class mail, electronic mail, or personal delivery.

3.4 Quorum. The presence of Members holding at least four (4) of the six (6) votes shall constitute a quorum for the transaction of business at any meeting of Members. If a quorum is not present, the meeting may be adjourned to a specified date not less than five (5) nor more than thirty (30) days thereafter.

3.5 Voting. Each Lot shall have one (1) vote. Except as otherwise provided, all matters shall be decided by a simple majority of votes cast, provided a quorum is present. Members may vote in person or by written proxy delivered to the Secretary prior to the meeting. No Member may hold a proxy for more than two (2) other Members.

3.6 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if all Members entitled to vote consent in writing to such action. Written consents shall be filed with the Secretary and kept in the Association records.

Article 4 — Board of Directors

4.1 Powers. The Board of Directors shall have the authority to manage the affairs of the Association, including but not limited to: adopting and enforcing rules and regulations; entering into contracts for maintenance, repair, and services; establishing Assessments; managing Association funds; and taking any action reasonably necessary to carry out the purposes of the Association.

4.2 Number. The Board shall consist of three (3) directors, unless increased to no more than five (5) by a vote of the membership.

4.3 Declarant Control. During the Declarant Control Period (from the date of Plat recording until all six Lots have been sold to non-Declarant owners), the Declarant shall appoint all Directors and Officers. The Declarant may remove and replace any Director or Officer at any time during the Declarant Control Period.

4.4 Transition. Within sixty (60) days of the Transition Date, the Declarant shall call a special meeting of all Members for the purpose of electing a member-controlled Board. At such meeting, all Directors appointed by the Declarant shall resign, and the Members shall elect three (3) Directors from among the Lot Owners.

4.5 Terms. After the Transition Date, Directors shall serve staggered two-year terms as determined by the Board at the first post-transition election. At each Annual Meeting, the Members shall elect Directors to fill expiring terms.

4.6 Vacancies. Vacancies on the Board may be filled by a majority vote of the remaining Directors for the unexpired portion of the term.

4.7 Removal. After the Transition Date, any Director may be removed, with or without cause, by an affirmative vote of four (4) or more Members at a duly noticed meeting at which removal is an agenda item.

4.8 Meetings. The Board shall meet at least twice per year. Special meetings of the Board may be called by the President or any two (2) Directors upon not less than three (3) days' written notice. A majority of Directors shall constitute a quorum. Actions may be taken by written consent of all Directors in lieu of a meeting.

4.9 Compensation. Directors shall serve without compensation, but may be reimbursed for reasonable, documented expenses incurred on behalf of the Association.

Article 5 — Officers

5.1 Officers. The officers of the Association shall be: President, Vice President, Secretary, and Treasurer. The Board shall elect officers from among the Directors at the first Board meeting following each Annual Meeting.

5.2 Duties.

President: Shall preside at all meetings of the Members and the Board; shall have general supervisory authority over the affairs of the Association; and shall perform such other duties as the Board may assign.

Vice President: Shall perform the duties of the President in the President's absence or incapacity, and such other duties as the Board may assign.

Secretary: Shall keep minutes of all meetings; maintain the official records of the Association; provide notice of meetings; and perform such other duties as the Board may assign.

Treasurer: Shall have custody of all Association funds; maintain financial records; prepare or oversee preparation of annual financial statements; collect Assessments; and perform such other duties as the Board may assign.

Article 6 — Finances

6.1 Depository. All funds of the Association shall be deposited in FDIC-insured financial institution(s) in accounts in the name of the Association. The operating account and Reserve Fund account shall be maintained separately.

6.2 Annual Budget. Prior to the start of each fiscal year, the Board shall adopt an annual budget covering all anticipated operating expenses and required Reserve Fund contributions. The budget shall be presented to the membership at the Annual Meeting.

6.3 Reserve Fund. The Association shall maintain a Reserve Fund dedicated solely to capital repair and replacement of Common Element infrastructure. Reserve Fund monies shall not be used for operating expenses except by a vote of four (4) or more Members. Reserve Fund contributions shall be included in the Annual Assessment.

6.4 Annual Financial Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall prepare or cause to be prepared a written financial report summarizing income, expenses, and fund balances. A copy shall be distributed to all Members and retained in Association records.

6.5 Checks and Expenditures. All checks, drafts, or orders for payment of money shall require the signature of the Treasurer and one other officer or Director, except for expenditures of less than Five Hundred Dollars ($500.00) which may be authorized by the Treasurer alone. Any single unbudgeted expenditure exceeding Two Thousand Five Hundred Dollars ($2,500.00) shall require prior approval of the Board.

Article 7 — Maintenance Responsibilities

7.1 Association Responsibilities. The Association shall be responsible for the maintenance, repair, and replacement of all Common Elements, including:

- Private Road: road surface maintenance, pothole repair, crack sealing, periodic resurfacing or reconstruction, snow and ice removal, shoulder grading, ditch maintenance, and culvert inspection and replacement.
- Stormwater Facilities: sediment removal and disposal, outlet structure maintenance and repair, vegetation management (mowing, invasive species control), annual inspections, and compliance reporting to the Town of Cedarburg and any applicable regulatory agencies.
- Signage, gates, or access control devices, if any, serving the Common Elements.

7.2 Owner Responsibilities. Each Lot Owner is responsible for maintenance of all improvements on their own Lot, including their individual mound septic system (if applicable), driveway connections, and all structures. Owners shall not allow their Lots to become a nuisance or safety hazard to neighbors.

7.3 Maintenance Standards. All maintenance of Common Elements shall be performed in a workmanlike manner and in conformance with applicable Town of Cedarburg standards, the approved Stormwater Management Plan, and all applicable state regulations.

Article 8 — Enforcement and Dispute Resolution

8.1 Rules and Regulations. The Board of Directors may adopt, amend, and repeal reasonable rules and regulations governing the use of the Common Elements and the conduct of Association affairs, consistent with this Declaration and these Bylaws. Such rules and regulations shall be distributed to all Members and shall be effective upon adoption by the Board.

8.2 Violation Notice. Upon a finding by the Board that a Member is in violation of the Declaration, Bylaws, or rules and regulations, the Board shall provide the Member with written notice of the violation, specifying the nature of the violation and a reasonable time period (not less than fourteen (14) days) to cure.

8.3 Hearing. A Member who has received a notice of violation shall have the right to request a hearing before the Board within ten (10) days of receipt of the notice. The Board shall hold the hearing within thirty (30) days of the request.

8.4 Remedies. If a violation is not cured within the time specified, or if the Board finds after a hearing that a violation exists, the Board may: (a) impose a fine not to exceed $200 per day of continuing violation; (b) perform or cause to be performed remedial work and assess the cost thereof against the Lot as a Special Assessment; and (c) pursue any remedy available at law or in equity, including injunctive relief.

8.5 Dispute Resolution. Disputes between Members, or between a Member and the Association, shall first be submitted to mediation before either party may initiate legal proceedings (other than for emergency injunctive relief). Mediation costs shall be shared equally between the parties unless otherwise agreed.

Article 9 — Insurance

9.1 The Association shall obtain and maintain, at a minimum, the following insurance coverages:

- Commercial General Liability insurance covering the Common Elements in an amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate.
- Property insurance covering any Association-owned personal property and equipment.
- Directors and Officers Liability insurance in such amounts as the Board deems appropriate.

9.2 Each Lot Owner is individually responsible for obtaining homeowner's insurance for their Lot and improvements.

Article 10 — Amendment of Bylaws

These Bylaws may be amended by an affirmative vote of not less than four (4) of the six (6) Lot Owners at a duly noticed meeting of the Members; provided, however, that no amendment shall be inconsistent with the Articles of Incorporation or the Declaration of Covenants, Conditions, and Restrictions, and no amendment shall eliminate or impair any right or obligation required by the Town of Cedarburg as a condition of plat approval without the Town's written consent.

SIGNATURE PAGE — DECLARANT

The undersigned Declarant, being the owner and developer of the Horns Corners Preserve Subdivision, hereby executes this Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, and Bylaws as of the date first set forth below.

DECLARANT:

_____

Signature

_____

Printed Name

_____

Title / Capacity

_____

Date

Notarization

State of Wisconsin
County of Ozaukee

Personally came before me this _____ day of _____, 20____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin

My Commission Expires: _____

EXHIBIT A — DESCRIPTION OF COMMON ELEMENTS

[To be completed upon Plat approval and engineering finalization. This exhibit shall include the following:]

- Legal description and centerline of the Private Road and right-of-way as shown on the recorded Plat of Horns Corners Preserve.
- Location, description, and dimensions of all stormwater management facilities as shown on the approved Stormwater Management Plan on file with the Town of Cedarburg Director of Public Works, including detention pond(s), bioswales, outlet structures, and drainage easements.
- Reference to Plat Book _____, Page _____, Ozaukee County Register of Deeds.

EXHIBIT B — INITIAL ANNUAL ASSESSMENT SCHEDULE

[To be completed by the Declarant and Board prior to the first Assessment. The schedule shall include:]

- Estimated annual cost of Private Road maintenance (snow removal, surface maintenance, etc.): $_____
- Estimated annual cost of Stormwater Facility maintenance (inspections, sediment removal, vegetation management, etc.): $_____
- Annual Reserve Fund contribution (per Reserve Study): $_____
- Administrative and insurance costs: $_____
- Total Annual Budget: $_____
- Per-Lot Annual Assessment (Total ÷ 6): $_____

DRAFT — This document is prepared for review and comment by the Town of Cedarburg and the Declarant's legal counsel.

PRIVATE SHARED DRIVEWAY AND ROAD EASEMENT AGREEMENT

Horns Corners Preserve

Town of Cedarburg, Ozaukee County, Wisconsin

Drafted for:
Horns Corners Preserve LLC
W64N631 Hanover Ave
Cedarburg, WI 53012

Return After Recording To:
Town of Cedarburg
1293 Washington Avenue
Cedarburg, WI 53012

Parcel No.: 030320101000
Prepared pursuant to: Town of Cedarburg Municipal Code § 279-6

RECITALS

THIS PRIVATE SHARED DRIVEWAY AND ROAD EASEMENT AGREEMENT ("Agreement") is entered into this _26th_ day of _____May____, 2026, by and between Horns Corners Preserve LLC, a Wisconsin Limited Liability Company ("Developer"), and the Town of Cedarburg, Ozaukee County, Wisconsin ("Town").

WHEREAS, the Developer is the owner of approximately 7.46 acres of land located at 461 Horns Corners Road, Cedarburg, Wisconsin (Parcel No. 030320101000), legally described as: COMM 373 FT S & 33 FT W OF NE COR BEING #3629 CSM LOT 1 DOC 0852071 SEC 32 T 10 R 21, Town of Cedarburg, Ozaukee County, Wisconsin ("the Property"); and

WHEREAS, the Developer has received, or is in the process of receiving, approval from the Town Board of the Town of Cedarburg for a major land division of the Property into six (6) residential lots and one (1) stormwater outlot, to be known as Horns Corners Preserve; and

WHEREAS, the six (6) residential lots within Horns Corners Preserve will be accessed via a privately constructed and privately maintained road known as Lucy Lane (subject to Town approval of that name), which connects to Horns Corners Road, a public Town road; and

WHEREAS, Section 279-6 of the Town of Cedarburg Municipal Code requires that all shared driveway agreements be approved by the Town Board, that the shared driveway serve no more than seven (7) parcels, be no less than twelve (12) feet wide, and that the agreement run with the land and be recorded with the Ozaukee County Register of Deeds; and

WHEREAS, the Town is not responsible for and shall not be obligated to pave, maintain, repair, or snow plow Lucy Lane or any portion of the private road within Horns Corners Preserve; and

WHEREAS, the parties desire to establish the terms, conditions, rights, and obligations relating to the use, maintenance, and repair of the private road easement for the benefit of all current and future owners of lots within Horns Corners Preserve;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 — GRANT OF EASEMENT

1.1. Grant. The Developer hereby grants, conveys, and establishes a non-exclusive, perpetual easement for ingress, egress, and utilities ("Road Easement") over, under, upon, and across the private road known as Lucy Lane, as shown on the final recorded plat of Horns Corners Preserve ("Easement Area"), for the benefit of Lots 1 through 6 of Horns Corners Preserve, and their respective owners, occupants, guests, invitees, emergency service personnel, and utility providers.

1.2. Appurtenant Easement. The Road Easement granted herein is appurtenant to and shall run with the land of each of Lots 1 through 6 of Horns Corners Preserve. The easement shall be binding upon and inure to the benefit of the Developer, the individual lot owners, and their respective heirs, successors, and assigns.

1.3. Utility Easement. In addition to vehicle access, the Road Easement includes the right for owners and utility providers to install, operate, maintain, repair, and replace underground utilities (including but not limited to electric, gas, telephone, fiber optic, cable television, and stormwater drainage) within the Easement Area, provided such installation does not unreasonably interfere with other owners' use of the road.

1.4. Emergency Access. The Road Easement expressly includes the right of access by police, fire, emergency medical services, and other public safety personnel at all times. No gate, fence, barrier, or obstruction shall be placed within or across the Easement Area that would impede emergency vehicle access without the prior written approval of the Town of Cedarburg and the Cedarburg Fire Department.

SECTION 2 — ROAD CONSTRUCTION STANDARDS

2.1. Minimum Width. Lucy Lane shall be constructed and maintained at a minimum width of sixteen (16) feet of paved or improved surface, which exceeds the minimum twelve (12) foot requirement of Town Code § 279-6. The sixteen (16) foot width has been approved by the Town Board as sufficient to serve the six (6) residential lots within Horns Corners Preserve.

2.2. Turnouts. The Town Board has approved Lucy Lane at sixteen (16) feet in width without the installation of turnouts, finding that the road width and length as designed are adequate for vehicle access and passage for the six (6) lots served. No additional turnouts are required on Lucy Lane.

2.3. Construction Standards. Lucy Lane shall be constructed 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 Horns Corners Preserve LLC. The road surface shall

consist of a compacted crushed stone base course with an asphaltic pavement binder course, with the upper layer of asphalt to be completed as specified in the Subdivision Development Agreement.

2.4. Turnaround. A cul-de-sac or approved turnaround shall be constructed at the terminus of Lucy Lane in accordance with the approved construction plans, of sufficient size to allow emergency vehicles to turn around without backing onto Horns Corners Road.

2.5. Entrance / Deceleration Lane. Any required acceleration/deceleration lane or driveway entrance improvements at the intersection of Lucy Lane and Horns Corners Road shall be constructed by the Developer in accordance with Town and Ozaukee County Highway requirements prior to final plat approval.

2.6. Mailbox and Refuse Area. A common mailbox and refuse/recycling cart storage area shall be designated at or near the entrance to Lucy Lane at Horns Corners Road, to minimize the number of vehicle access points onto the public road and to facilitate mail and refuse service. The location and design shall be approved by the Town Board.

SECTION 3 — MAINTENANCE, REPAIR, AND SNOW REMOVAL

3.1. Responsibility. All maintenance, repair, and snow plowing of Lucy Lane shall be the sole responsibility of the individual lot owners within Horns Corners Preserve, acting through the Horns Corners Preserve Homeowners Association ("Association") upon its formation. Prior to formation of the Association, maintenance responsibility shall remain with the Developer.

3.2. No Town Obligation. The Town of Cedarburg shall have no obligation whatsoever to maintain, repair, plow, sand, salt, or otherwise service Lucy Lane or any portion of the private road system within Horns Corners Preserve. This provision shall be noted on the face of the final plat.

3.3. Cost Sharing. All costs of routine maintenance, repair, resurfacing, and snow plowing of Lucy Lane shall be shared equally among the owners of Lots 1 through 6, each bearing one-sixth (1/6) of all such costs, unless the Association adopts an alternative cost-sharing arrangement by a majority vote of lot owners.

3.4. Maintenance Standards. Lucy Lane shall be maintained in a safe, passable, and all-weather condition at all times, including but not limited to:

(a) Prompt snow and ice removal to maintain safe access;

(b) Repair of potholes, ruts, and surface defects within thirty (30) days of identification;

(c) Maintenance of drainage ditches, culverts, and swales adjacent to the road sufficient to prevent flooding of the road surface;

(d) Keeping the road clear of debris, fallen trees, and other obstructions.

3.5. Town Intervention. If in the opinion of the Town the Developer or Association fails to adequately maintain Lucy Lane so as to pose a safety hazard or impede emergency access, the Town may give written notice to the Developer and the Association requiring that maintenance be performed within thirty (30) days. If the required maintenance is not performed within thirty (30) days of such notice, the Town shall have the right to perform the maintenance and bill each lot owner a proportionate share of the cost, which may be added to the annual property tax bill for each lot without further notice or hearing.

3.6. Resurfacing Fund. The Association is encouraged to establish and maintain a reserve fund for future road resurfacing costs. The estimated useful life of the asphalt surface is 15–20 years, and lot owners should plan accordingly.

SECTION 4 — HOMEOWNERS ASSOCIATION

4.1. Formation. The Developer shall create and record the Horns Corners Preserve Homeowners Association covenants and bylaws prior to or simultaneously with the sale of the first lot within Horns Corners Preserve. Membership in the Association shall be mandatory for all owners of Lots 1 through 6.

4.2. Transfer of Responsibility. Upon formation of the Association, the Developer shall transfer all road maintenance and management responsibilities set forth in this Agreement to the Association. The Developer shall remain liable for maintenance until at least five (5) of the six (6) lots have been sold, at which point Developer's maintenance responsibility shall terminate.

4.3. Association Authority. The Association shall have the authority to:

(a) Hire contractors for snow plowing, maintenance, and repair of Lucy Lane;

(b) Assess and collect annual dues from lot owners to fund road maintenance and reserves;

(c) Enforce the terms of this Agreement against lot owners;

(d) Adopt reasonable rules and regulations for the use of Lucy Lane, consistent with this Agreement.

4.4. Assessment Lien. Unpaid Association assessments related to road maintenance shall constitute a lien against the non-paying lot owner's property, subordinate only to a first mortgage of record, and may be enforced in accordance with Wisconsin law and the recorded Association covenants.

SECTION 5 — USE RESTRICTIONS

5.1. Residential Use Only. Lucy Lane is established for the purpose of providing residential access to Lots 1 through 6 of Horns Corners Preserve. Commercial traffic, heavy trucking (other than during construction or as needed for lot owner use), and through traffic are not permitted on Lucy Lane.

5.2. No Parking. No vehicle shall be parked on Lucy Lane in a manner that blocks or impedes the passage of other vehicles or emergency equipment. Vehicles may only be parked in designated areas on individual lots.

5.3. No Alterations. No lot owner shall make any alterations to Lucy Lane, including but not limited to widening, narrowing, paving over, blocking, or diverting, without the written consent of all other lot owners and prior written approval of the Town Board.

5.4. No Obstructions. No gate, fence, chain, bollard, or other obstruction shall be placed across or within Lucy Lane without the prior written approval of all lot owners, the Town Board, and the Cedarburg Fire Department.

5.5. Damage by Individual Owner. If any lot owner, their guests, contractors, or invitees cause damage to Lucy Lane beyond normal wear and tear, such owner shall be solely responsible for the cost of repairing that damage within thirty (30) days.

SECTION 6 — TOWN RIGHTS AND RESERVED INTERESTS

6.1. Town Approval Required. Any material change to the alignment, width, surface type, or terminus of Lucy Lane shall require prior written approval of the Town Board of the Town of Cedarburg.

6.2. Town Access. The Town, its engineers, agents, and emergency personnel shall at all times have the right of access over Lucy Lane for purposes of inspection, emergency response, and exercise of any rights under this Agreement or the Subdivision Development Agreement.

6.3. No Dedication. Nothing in this Agreement shall be construed as a dedication of Lucy Lane to the Town of Cedarburg as a public road. The Town shall have no obligation to accept Lucy Lane as a public road. If in the future the lot owners desire to dedicate Lucy Lane as a public road, such dedication shall require a separate formal offer of dedication, acceptance by Town Board resolution, and full compliance with Town road standards at the lot owners' expense at that time.

6.4. Notation on Plat. The final recorded plat of Horns Corners Preserve shall contain the following notation on its face: "Lucy Lane is a private road. The Town of Cedarburg has no obligation to maintain, repair, plow, or otherwise service Lucy Lane. All maintenance costs are the responsibility of the lot owners of Horns Corners Preserve through their Homeowners Association."

SECTION 7 — GENERAL PROVISIONS

7.1. Recording. This Agreement shall be recorded with the Ozaukee County Register of Deeds within seven (7) days of execution by all parties, and shall constitute notice to all future purchasers of lots within Horns Corners Preserve. The Developer shall bear the cost of recording.

7.2. Runs with the Land. This Agreement, and all rights, obligations, and restrictions contained herein, shall run with the land and shall be binding upon and inure to the benefit of the Developer, all current and future owners of Lots 1 through 6 of Horns Corners Preserve, and their respective heirs, personal representatives, successors, and assigns.

7.3. Deed Restrictions. The Developer shall include reference to this Agreement in the deed restrictions for each lot within Horns Corners Preserve, and shall provide each lot purchaser with a copy of this Agreement at the time of closing.

7.4. Enforcement. This Agreement may be enforced by the Town of Cedarburg, any lot owner within Horns Corners Preserve, or the Association. The prevailing party in any enforcement action shall be entitled to recover reasonable attorneys' fees and costs.

7.5. Indemnification. Each lot owner shall indemnify and hold harmless the Town of Cedarburg, its officers, agents, and employees from any claims, damages, or liability arising from the use or condition of Lucy Lane, except to the extent caused by the negligence or willful misconduct of the Town.

7.6. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.7. Amendment. This Agreement may be amended only by a written instrument signed by: (a) all then-current owners of Lots 1 through 6 of Horns Corners Preserve, and (b) the Town of Cedarburg, acting by resolution of the Town Board. Any amendment must be recorded with the Ozaukee County Register of Deeds.

7.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.9. Entire Agreement. This Agreement, together with the recorded plat of Horns Corners Preserve, the Subdivision Development Agreement, and the Homeowners Association covenants, constitutes the entire agreement of the parties with respect to the private road easement for Lucy Lane.

IN WITNESS WHEREOF, the parties have executed this Private Shared Driveway and Road Easement Agreement as of the date first written above.

HORNS CORNERS PRESERVE LLC
A Wisconsin Limited Liability Company

By: _____
Charlie Hutchinson, Member
Date: _____

State of Wisconsin)
Ozaukee County) ss.
)

Personally came before me this _____ day of _____, 2026, Charlie Hutchinson, to me known to be the person who executed the foregoing instrument in his official capacity as Member of Horns Corners Preserve LLC, and acknowledged that he executed the same as the deed of said company by its authority.

_____
Notary Public, State of Wisconsin
My Commission Expires: _____

TOWN OF CEDARBURG
Ozaukee County, Wisconsin

By: _____
_____, Town Chairman
By: _____
_____, Town Clerk
Date: _____
Approved as to Form: _____
_____, Town Attorney

This instrument was drafted by: _____

Accepted pursuant to Resolution adopted by the Town Board of the Town of Cedarburg, this _____ day of _____, 2026.

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA (LUCY LANE)

[To be provided by Subdivider's licensed surveyor and approved by the Town Engineer. The Easement Area shall consist of the full width and length of Lucy Lane as shown on the final recorded plat of Horns Corners Preserve, including any cul-de-sac or turnaround area, and any drainage swales or culverts within the road right-of-way.]

Parent Parcel: 461 Horns Corners Road, Cedarburg, WI 53012

Parcel No.: 030320101000

Legal Description of Parent Parcel: COMM 373 FT S & 33 FT W OF NE COR BEING #3629 CSM LOT 1 DOC 0852071 SEC 32 T 10 R 21, Town of Cedarburg, Ozaukee County, Wisconsin.

EXHIBIT B

MAINTENANCE COST SHARING SCHEDULE

Upon formation of the Horns Corners Preserve Homeowners Association, the following cost-sharing schedule shall apply to all routine maintenance, repair, snow removal, and resurfacing costs for Lucy Lane:

Lot	**Owner (at time of recording)**	**Cost Share**
Lot 1	*To be completed upon lot sale*	1/6 (16.67%)
Lot 2	*To be completed upon lot sale*	1/6 (16.67%)
Lot 3	*To be completed upon lot sale*	1/6 (16.67%)
Lot 4	*To be completed upon lot sale*	1/6 (16.67%)
Lot 5	*To be completed upon lot sale*	1/6 (16.67%)
Lot 6	*To be completed upon lot sale*	1/6 (16.67%)
TOTAL	**6 lots**	**100%**

Note: The cost-sharing schedule may be amended by a majority vote of the Homeowners Association, provided that any amendment is recorded as an addendum to this Agreement with the Ozaukee County Register of Deeds.

Proposed Plat for Horns Corners Preserve

Concerns of Greystones of Cedarburg Subdivision

6/17/2026

Harvey Padek, Greystones of Cedarburg HOA President

1) We don't contest the developer's right to build, but we want to ensure the development is consistent with the Town of Cedarburg's standards and respects our properties in the Greystones.
2) Based on the initial proposal, does this development meet the standards of the Town of Cedarburg? As well as the Town's philosophy of "Country Living"? Are there other housing developments in the Town with lots sized between 40,000-43,000 sq ft, or would this development be the first of its kind?
3) According to the submitted PLAT, Lot # 6 seems to be shy of the .92 acre requirement, as one quarter of that lot appears to include a cul-de-sac road, which would place the lot dimension around .76 acre. Does this impact the zoning requirement?
4) Is the retention pond large enough and located properly to satisfy the water run-off? Is there any threat of overflow to adjacent walking path, or adjacent residential lots?
5) The retention pond should require an aerator and powerful enough to control the mosquitoes from breeding, as this could be very problematic without an aerator operating 24/7.
6) Is there ample room for landscaping to promote more privacy?
    a) We would like to see many large evergreen trees planted and maintained in perpetuity by the development and future subdivision residents around the retention pond, between the walking path and the road, etc., to provide a heavy privacy screen between our homes, to maintain the rural, and private landscape we desired when we chose to move to the Greystones of Cedarburg and the Town of Cedarburg.

b) Would the Town grant an expanded easement for The Greystone Subdivision to plant evergreen trees along the property line?

7) When the private road is plowed, we would like this new development to respect the adjacent walking path located in the Greystone Subdivision and avoid any excess snow being pushed onto the path. Our subdivision plows the path because many of our residents use the path year-round.
8) Before the Planning Commission moves forward with this development, we'd like to request that you personally visit the property and view the areas of concerns that we have. Gaining a perspective in person, versus the PLAT on paper, we feel would be beneficial prior to any final approval.
9) Thank you for your time and for hearing our concerns.

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: ~~July 27, 2026~~ Updated July 30, 2026

TO: Eric Ryer, Town Administrator

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

RE: Engineering Review Comments: 3rd Submittal
Horns Corners Preserve, LLC

Mr. Ryer,

On July 15th, the Town Plan Commission reconsidered the preliminary plat, along with the required stormwater management plan and construction drawings for the above referenced development. This was a resubmittal from the previous month and upon consideration, the plan commission recommended approval to the Town Board for the preliminary plat, stormwater management plan and construction plans. This recommendation for approval was conditioned on various items to be addressed, including the engineering review from July 7th. In advance of the Town Board meeting the applicant provided updated submittals to address the engineering review. Updated construction plans, preliminary plat and stormwater management plan with a maintenance agreement were initially received July 21st and resubmitted on July 27th (Construction plans) and July 29th (Preliminary Plat) to further address some concerns. The following review will note in red any comments not addressed and what is needed; all other items that have been addressed will be 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 (prior to construction)
   - ~~County Storm Water and Erosion Control~~
   - ~~County Shoreland Permit~~
   - Prior to final plat obtain Wisconsin Dept. of Administration approval. (note that this is post-construction)

~~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.~~

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. (Post Construction)

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. (Post Construction)

Preliminary Plat

1. ~~The naming convention for the private shared driveway shall be changed from "Private Road Easement" to "Private Shared Driveway".~~
2. ~~Although this development is proposing a private 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, including at the proposed cul-de-sac (private) have been confirmed and meet the requirements. Per Town Code Section 184-13 B. (11), a 100' setback is required on lots that front roadways on sections lines, which is Horns Corners Road. The other setbacks are shown but this needs to be added.~~
3. ~~The private shared driveway easement as listed on the plat should be extended to the south property line (Lot 5 and 6).~~
4. ~~The width on the private shared driveway easement is only shown as 16'; which, according to the shared driveway agreement, is the width of the driveway. The width of the easement should be increased to encompass the roadway and adjacent drainageways (ditches).~~
5. ~~A note should be added to the preliminary plat denoting mailbox locations. This should also be included on the final plat. This does not seem to be added to the plat yet.~~
6. ~~A note should be added to the preliminary plat stating there will be no direct access off of Lot 1 to Horns Corners Road.~~
7. ~~The pond label should be changed (as it says this is a biofiltration basin).~~
8. ~~The location of the 7' dimension at the northeast corner is misplaced.~~
9. The final plat should note "The stormwater easement within the outlot 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." (Address on Final Plat)
10. A statement on the final plat shall be added that "The private shared driveway easement and outlot 1 is to be shared in full among all 6 lots and all future maintenance and costs for the private shared driveway and the stormwater management facility is the sole responsibility of Lots 1-6 as required within the recorded shared driveway and road easement agreements." (Address on Final Plat)
11. ~~Easements should be shown over all storm pipe that extend onto private lots. These easements should have the same note regarding being dedicated to the Town.~~

Storm Water Management Plan

1. ~~Within the stormwater maintenance agreement there are attachments A, B and C identified but are not included within the agreement. These attachments need to be included within the agreement. This item was addressed but need to clarify:~~
    a. ~~Once the plat is recorded, the legal description within the attachments should note Outlot 1 of Horns Corners Preserve Subdivision.~~
    b. ~~On attachment C, note #10 should be amended from City to Town~~.

2. ~~There should be a statement added that all future property owners of the Horns Corners Preserve (or the Homeowners Association) share the ownership of Outlot 1 and will be bound to the agreement and as such are the responsible parties to the requirements within the maintenance agreement.~~
3. ~~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, 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."~~
4. An updated stormwater management plan/report, including a new model, should be provided to verify the updated grading plan of the pond, including the 100 year elevation. (update the exhibit in the maintenance agreement to state the same 100 year elevation)

Construction Plans

1. ~~A typical section should be added to the plans for the private shared driveway. This section should be shown through the south property line on lots 5 and 6. Per Section 279.6, all driveways shall be a minimum of 6' of the property line. It is unclear if this is being achieved on these 2 parcels. A typical section was added, however:~~
    a. ~~The typical section does not match the plan for the roadway. No shoulder is shown on the plan. The typical section should be amended.~~
    b. ~~The swale is shown as 2' below the edge of pavement, but the swale in the plan does not reflect this.~~
    c. ~~The swale needs to be far enough of the road to accommodate the future driveway culvert and still far enough away from the south property line. (The plan from 7/21/26 still showed grading to close to the south lot line; however, an updated plan was submitted on 7/27/26 moving the grading on the south lot line. This still needs to be reviewed prior to 7/30/26. If this still needs amending, the owner should get permission to grade on the adjacent property to match back).~~ **The updated plan on 7/27/26 updated the grading plan and shifted the roadway to the north, allowing a buffer of no grading that is about 5' between the match point and the south property line**.
2. ~~The width of the private shared driveway should also be noted on the plans. The plat notes the easement at 16', but the width of the actual driveway is not known.~~
3. ~~The shared driveway cross-section should be amended to show 4" of asphalt on 10" of base course.~~
4. ~~A retaining wall is being proposed within Outlot 1, including one just south of the private shared driveway and another south of the detention facility just north of the south lot line. These both appear to be part of the detention facility. A cross-section and detail of these walls need to be provided. It is recommended that a geotechnical evaluation be completed and any recommended base/foundation or tie backs for these walls be included. Distances off the shared driveway and property lines need to be clearly represented. It is recommended to re-grade the pond to avoid the use of a retaining wall and at a minimum the south wall shall be moved further from the south lot line.~~
    a. ~~The retaining wall has been removed however the grading on the south limits to construct the pond will not allow enough room to provide any buffer and silt fence on the south property line. In light of this, and item #1 above, we would suggest moving the shared driveway 5' to the north to allow more room on the south. It would still fall within the 40' private shared driveway easement. (The submittal on 7/21/26 still showed grading on the south lot line. We also know that some landscaping is being completed on this south lot line. The applicant sent a new plan on 7/27/26~~

~~moving the shared driveway and pond 5' to the north to accommodate the issues with grading on the south lot line and encroaching on the property to the south. This still needs to be reviewed prior to 7/30/26. If this still needs amending, the owner should get permission to grade on the adjacent property to match back).~~ **The updated plan on 7/27/26 updated the grading plan and shifted the roadway to the north, allowing a buffer of no grading that is about 5' between the match point and the south property line**.

5. ~~Safety warning signage should be considered on the edge of the private shared driveway adjacent to the retaining wall. It appears that the wall is 1'-2' off the edge of the driveway; consider moving the wall if possible.~~
6. ~~Two cross-sections should be included with the details of the detention facility running north to south, from the proposed shared driveway extending 15' south of outlot 1, which would also include the aforementioned retaining wall.~~
7. ~~Various notes such as the drainage basin lines and call-outs that don't pertain to the construction plans should be turned off.~~
8. ~~Please confirm the 1"=40' scale.~~
9. ~~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, the distance of the shared driveway to the south property line (see note above about minimum distance off property lines), elevations at the edge of pavements and how they match in prior to the south property line.~~
10. ~~The plan currently shows an inverted driveway with a swale down the centerline. It is recommended that swales be provided adjacent to the private shared 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.~~
11. ~~The edge of the shared driveway along the south lines of lots 5 and 6 do not appear to show enough room to allow the silt fence to be placed. There should be enough room to allow the silt fence, and grading to occur upstream of the silt fence, without disturbance of the adjacent property. Not addressed on the 7/21/26 submittal, but see comments on items 1 and 4.~~ **The updated plan on 7/27/26 updated the grading plan and shifted the roadway to the north, allowing a buffer of no grading that is about 5' between the match point and the south property line.**
12. ~~The outfall of the pond shall be pulled back and more detail provided to show and require the existing ditch line of Horns Corners Road is not impacted.~~
13. ~~The spillway of the pond shall be heavily armored either with rip-rap or a heavy duty erosion mat.~~
14. ~~Additional details, including sawcut limits, need to be shown within the Horns Corners right of way at the connection to the public roadway. Radii, shoulders, grades, ditch lines should all be clearly noted. Notes were added, however please include the following:~~
    a. ~~A note to remove the culvert when the existing driveway is removed and the contractor is required to regrade the ditchlines and re-seed the ditchlines to establish a grass ditch.~~
    b. ~~The road should be sawcut prior to removing the driveway.~~
15. ~~Two of the storm outfalls discharge at the permanent pond water elevation. Medium rip-rap (larger then what is proposed) should be shown at the end of all outfalls. The elevations should also be raised to a minimum of 0.5' above the permanent pool elevation to avoid backing up stormwater into the pipe.~~
16. ~~Provide additional detail for all the storm sewer improvements including type of pipe and structures. Additional items needed:~~
    a. ~~A note should be added to the construction plans as well regarding no access allowed for Lot 1 off of Horns Corners Road.~~

~~b. Add the landscape and building setback lines from the plat on the construction drawings as well.~~
~~c. There are 2 cross-culverts that appear to have approximately 1' of cover. Although this is a private shared driveway, we recommend using concrete culverts at these locations versus HDPE.~~

17. With the plans received on July 27th, the grading plan and shared driveway was shifted north to address the concern with the encroachment on the property to the south; however this plan set will require some items to be cleaned up and addressed, and then a final plan that says "Released for Construction" shall be submitted prior to allowing any construction to commence. Comments include:
    a. The trees and any plantings from the landscaping plan shall be added to the construction plan set. The landscaping needs to be clearly shown that it is within the Horns Corners Development and does not encroach on the lot line.
    b. The contours and grading plan on the south side of lot 5 and 6 shall be shown at a minimum of 3:1 spacing.
    c. There were callouts (notes) that have black boxes shown with notes not legible; these need to be updated.
    d. The 100' setback on Lot 1 should be labeled.
    e. The mailbox location on the preliminary plat does not match the location shown on the construction plan. Please make sure these match.
    f. The building pad location for Lot 2 appears to be abnormally close to the roadway and proposed swale. It is recommended that the building pad location be shown further back to somewhat match the other pad locations shown and avoid confusion when a building permit is pulled.

The updated submittal on 7/27/26 addressed the concern with encroaching on the south property. However, minor items still remain. These items do not impact the ability to confirm the intent of the updated plans and therefore we recommend approval of the preliminary plat, construction plans and stormwater management plan with the conditions noted above. In addition, prior to construction, updated plans as noted above shall submitted and reviewed and utilized at the required preconstruction meeting. If you have any questions or comments, please contact me at (262) 317-3305 or by email at troy.hartjes@rasmith.com.

Meeting Date: 8/3/26
Agenda Item: #11b

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Amanda Schaefer, Consulting Planner, Troy Hartjes, Consulting Engineer

MEMO WRITTEN: July 23, 2026

SUBJECT: **Agenda Item # 11b:** Discussion and possible motion on a pond permit application by Ryan Sberna for the construction of an approximate 0.4 acre man-made recreational pond mainly for fishing and swimming located at 156 Green Bay Road **[SE 1/4 SEC 35, 9.85 acres, zoned E-1 Estate District & C-1 Conservancy, owners Ryan & Elizabeth Sberna]***

BACKGROUND INFORMATION	
Project Name	Sberna Pond Permit
Applicant Name	Ryan Sberna
Consulting Planner and/or Engineer	General Engineering Company
Size of Parcel	9.85 Acres
Existing Zoning	E-1 & C-1
Requested Zoning	No Change
Abbreviated Legal	SE ¼ of Sec. 35
Future Land Use District	Historic District – Hamilton Allows E-1

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Residential & Conservancy	R-3 & C-1
South	Residential & Conservancy	R-2 & C-1
East	Residential & Conservancy	R-2 & C-1
West	Residential, Agricultural & Conservancy	R-2, R-3, C-1, A-1

BACKGROUND

Ryan Sberna has submitted an application seeking approval of a pond permit for a new 0.4 acre man-made recreational pond used mainly for fishing and swimming on a 9.85-acre parcel located at 156 Green Bay Road. The property is zoned E-1 Estate and C-1 Conservancy and is designated as Historic District - Hamilton on the Comprehensive Plan Future Land Use Map, which allows for E-1 zoning. The application was reviewed with the Landmarks Chair, Town staff, and the Wisconsin State Historic Preservation Office regarding evaluation criteria and Town precedent related to pond projects that did not appear before the Landmarks Commission. After review and confirmation with the Town Attorney, it has been determined that this pond does not have to appear as an item in front of the Landmarks Commission.

EXECUTIVE REVIEW

1. **Zoning**
   The property is currently zoned E-1 & C-1. There are no plans for rezoning or land division for this parcel as part of the application, and all E-1 Estate District and C-1 Conservancy District requirements are met. The approximate boundary of the C-1 Conservancy District is properly identified on the proposed site plan.

2. **Size / Depth**
   The applicant's site plan illustrates a pond water surface area of approximately 11,765 sf, representing approximately 2.74% of the total lot area, which is within the Town's 15% maximum (or 5 acres in total size per individual pond) for pond coverage. The maximum depth of the pond is proposed to be 12'. Since the pond is less than 1 acre, it does not trigger the requirement that the pond plans be prepared by a State of WI licensed civil engineer. Current ordinance requires an as-built survey must be provided to the Town upon completion of construction for the Town Engineer or Director of Public Works to verify construction compliance with the approved plans.

3. **Erosion Control Permit / Wetlands**
   The applicant will be required to pull an erosion control permit from the Building Inspector. As part of the project, spoils from the pond construction are being kept on-site and an existing berm is being extended and a new berm constructed. However, these are less than 4' in height and no berm permit is required. Engineer review noted the project itself has no wetlands or floodplain impacts. There were no wetlands found on site and although the project is within a floodway, there are no restrictions for grading of a pond within this floodway (located within Zone X on floodplain mapping and no permitting required). Due to file size, the stormwater and erosion control plan is available upon request.

4. **External Agency Approvals**
   Nick Mikkelson of Ozaukee County Land and Water Management had the following comment: "The proposed recreational pond project for Ryan and Elizabeth Sberna, located at 156 Green Bay Road, will not be located within a wetland area. Per the plans received dated 6-17-2026 all filling, grading, and excavating is to be done in areas not mapped as wetlands per the DNR wetland inventory mapping." A revised Shoreland Permit from Ozaukee County (#SLP0475; associated with the previous proposed outbuilding) to include the proposed pond was issued by Nick Mikkelson.

5. **State Historic Preservation Office**
   Jason Tish, Preservation Education Coordinator at the State Historic Preservation Office, had the following to offer:

   > "Our data does not show any recorded burials in the vicinity of 156 Green Bay Rd. In the Town of Cedarburg. There's no legal requirement to consult with my office before excavation unless there's any state or federal funding involved. If any human remains turn up during excavation, work must stop immediately and our office must be contacted - 608-264-6464. There's more info about that here. If archaeological remains turn up we'd love to know about it for our records, but there's not legal requirement to let us know."

6. **Cedarburg Fire Department**
   Town staff provided the application materials to Blake Karnitz from the Cedarburg Fire Department. Mr. Karnitz indicated CFD had no concerns with the pond, other than wondering if they could draft water from the pond for firefighting purposes. He noted it looks like there is a gravel path to the NW of the proposed pond, and is wondering if that will be remaining. This would

not be a requirement, but good to know if it would be an option for CFD. The Plan Commission did not support use of the pond for water drafting purposes.

7. **Town Engineer Review / Comment**
   The Town Engineer, Troy Hartjes, P.E., reviewed the pond permit application and associated materials. See the attached letter. He noted that any and all Town approvals should be contingent upon receipt of the following permits: Notice of Intent from Wisconsin DNR (greater than 1 acre of disturbance); Chapter 30 Permit from DNR (working within 500' of a navigable waterway). Note the applicant already recognized this and said this permit is required. A shoreland zoning permit from the County has already been obtained and provided.

STAFF FINDINGS

Staff finds that the proposal, as conditioned, is consistent with the intent of the Town's zoning ordinance and pond standards contained in Art III 320-27, Art III 320-29, and Art XI 320-118 (updated by Ordinance 2026-5). The proposed pond is proportionate to the property size, and the design incorporates natural contours and a grassed perimeter that will visually integrate the pond into the surrounding landscape. The proposed landscaping enhancements are complementary to the residential setting and will contribute to the site's long-term aesthetic and environmental value. It should be noted that there will be limited public view of this proposed pond from the Green Bay Road right-of-way due to its intended location and the property's existing, densely-vegetated buffer along Green Bay Road.

With the implementation of the Town Engineer's recommended comments and the Town's erosion control requirements, the project will maintain proper drainage and slope stability and will not adversely affect adjoining properties.

PUBLIC NOTICE & PUBLIC HEARING

Pond permit applications require a Class 2 notice in the News Graphic in consecutive weeks with the last notice published 7 days before the public hearing at the Plan Commission meeting. The notices were published in the News Graphic on June 30th and July 7th in accordance with these requirements. Postcards were also mailed to all properties within 1,000 ft. of the subject property on June 25th. The public hearing for the pond permit application occurred at the Plan Commission meeting. One comment was received and is attached – it did not object to the project.

PLAN COMMISSION RECOMMENDATION

At their July 15th meeting, the Plan Commission unanimously recommended approval of the project contingent on the completion of the punchlist items listed under the **RECOMMENDED CONDITIONS OF APPROVAL** at the end of this report.

ACTION REQUESTED

The Board should discuss the pond permit and consider a motion on this matter.

BASIS OF DECISION: The application must meet all applicable pond standards and general standards of the Ordinance as summarized below (updated via the attached Ordinance 2026-5):

Applicable Pond Standards per (§ 320-118)

B. Pond Permit. No pond shall be constructed, altered or extended in any zoning district unless a Town of Cedarburg permit is obtained and posted. Except as otherwise provided herein for shared ponds, man-made ponds will not be permitted within 25 feet of any lot line or within 50 feet of a bicycle path. Native plantings may be required around any side of a pond that is within 100 feet of a public bicycle path. A pond permit from the Town shall not be required for the following:

(1) Wildlife ponds/wetland scrapes constructed with the assistance and approval of the Wisconsin Department of Natural Resources or the Ozaukee County Land and Water Conservation Department and which are located at least 100 feet from a property line; and
(2) Landscape ponds or ground depressions less than 1,000 square feet in area, less than three feet in depth and greater than 25 feet from a property line or 50 feet from a bicycle path.
(3) Storm water ponds approved by the Town in connection with a required stormwater retention or drainage plan for a land division, subdivision, or site plan development.

C. Lot area. Ponds shall be considered a special accessory use and shall not be limited to any given yard but shall not occupy more than 15% of the total lot area, nor more than 5 acres in total size per individual pond.

D. Hearing. A public hearing shall be held by the Plan Commission before any permit is issued. A Class 2 legal notice shall be published in the qualified newspaper, and at least 10 days prior to the hearing a notice sent to owners of record of property within 1,000 feet of the proposed pond or pond to be altered or extended. The Plan Commission and Town Board should take into consideration citizen input at the hearing. The Town Board shall also take into consideration recommendations from the Plan Commission before arriving at a decision whether to grant a permit for the pond. In the event that the property situated within the one-thousand-foot area is owned entirely by a single property owner, then notice shall be given to the next adjacent property owner so that at least two property owners in each cardinal direction are provided notice of the hearing.

E. Site plan. Plans for the proposed pond shall be submitted with the application for a pond permit to assist the Town Board and Plan Commission in their determinations. The plans shall consist, as a minimum, of a plan view and a typical cross section of the proposed pond. Any new pond or enlargement of any pond resulting in a total pond size of 1 acre or greater shall require plans prepared by a State of Wisconsin licensed civil engineer. The plans shall address seepage, liners, landscaping, subsidence, embankment strength, surface water drainage in the pool area, erosion control and be certified by the engineer. The plan view shall include the configuration of the pond with dimensions and maximum depth areas, distances to property lines, drainage easements, structures, outlet structures, septic systems, spoil locations, proposed overflow spillway, proposed landscaping and any other information that may help the Town Board and the Plan Commission evaluate the pond. The typical cross section shall identify the bank and bottom slopes, maximum depth, outlet and/or overflow structures with elevations and normal water level elevation. A description of the soil type(s) and hydraulic conditions at the site shall be provided to determine the feasibility of a pond.

F. Fees. A fee as set by the Town Board as part of the annual fee schedule shall be submitted with the permit application to help defray the cost of processing the application and the cost of the public hearing. The applicant is also responsible for reimbursement to the Town for all professional services fees and costs, geotechnical and other study costs, fees and other expenses incurred by the Town as part of the pond permit application.

G. Construction and maintenance. Location, construction and maintenance of the pond shall be in accordance with the Town permit and regulations and shall also meet state and county rules and regulations. An as-built survey must be provided to the Town upon completion of construction for the Town Engineer or Director of Public Works to verify construction compliance with the approved plans.

H. Shared ponds. The Plan Commission and Town Board shall review pond permit applications for ponds proposed to cross lot lines on an individual basis.

Other applicable Ordinance standards.

(1) Preservation of Topography (§320-10.E). Preservation of topography, views and wooded slopes. In order to protect the property owner from possible damage due to change in the existing grade of adjoining lands and to aid in preserving and protecting the natural beauty and character of the landscape, no change in the existing topography of any land shall be made which would result in increasing any portion of the slope to a ratio greater than 1 1/2 horizontal to one vertical, within a distance of 20 feet from the property line, except with the written consent of the owner of the abutting property and with the approval of the Plan Commission, or which would alter the existing drainage or topography in any way as to adversely affect the adjoining property. In no case shall any slope exceed the normal angle of slippage of the material involved, and all slopes shall be protected against erosion. The Board shall consider the effects of new development atop hills and ridges in an effort to preserve viewsheds. Homes located within farm fields should be located with the goal of preserving views and productive farmland. Where feasible, existing tree lines, mature trees, hedgerows, barns, silos and other significant historic structures and wooded slopes should be preserved.

POSSIBLE MOTION(s): Motion to APPROVE the petitioner's request, based on the specific findings and subject to any applicable terms and conditions listed below:

RECOMMENDED CONDITIONS OF APPROVAL

1. Erosion control and stormwater permits shall be obtained from the Town. A maintenance agreement is not recommended in this instance (Town Engineer can explain at the meeting).

2. Resolve all engineering comments in the attached engineering letter.

3. Provide copies of the following to the Town prior to construction commencing: Notice of Intent from Wisconsin DNR (greater than 1 acre of disturbance); Chapter 30 Permit from DNR (working within 500' of a navigable waterway). Note the applicant already recognized this and said this permit is required. A shoreland zoning permit from the County has already been obtained and provided.

4. An as-built survey must be provided to the Town upon completion of construction for the Town Engineer or Director of Public Works to verify construction compliance with the approved plans.

ATTACHMENTS

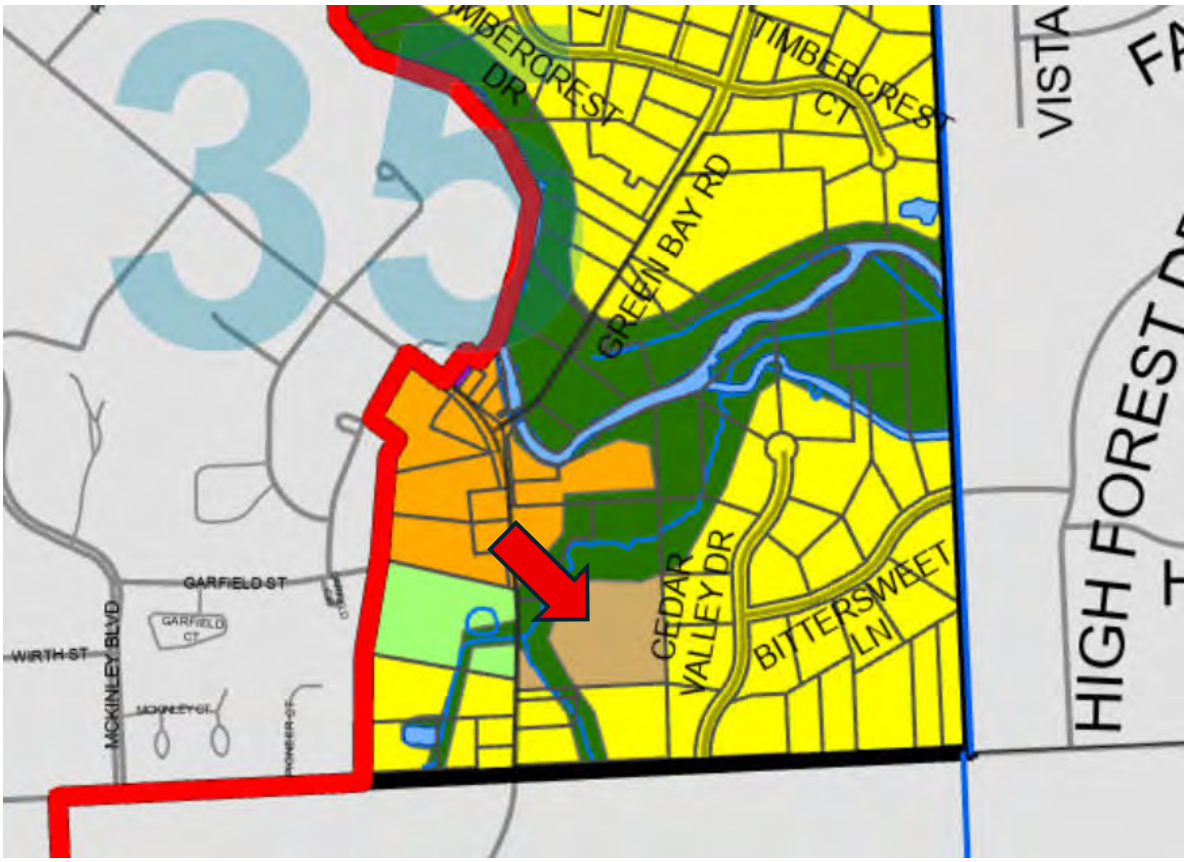
I. Zoning Map
II. Shoreland Zoning Map
III. Draft Pond Permit
IV. Applicant Materials (County & DNR permits included)
V. Ordinance 2026-5
VI. raSmith Review Letter

COPIES EMAILED TO

I. Ryan Sberna: Ryan ryans@eepowersolutions.com
II. Nick Mikkelson, Ozaukee County: nmikkelson@ozaukeecounty.gov
III. Blake Karnitz, CFD: bkarnitz@cityofcedarburg.wi.gov

Action	Date	Status
Public Notice in News Graphic	6-30 & 7-7-26	Published
Mail post cards to property owners of record within 1,000 feet of the proposed pond or pond to be altered or extended.	6-25-26	Mailed
Plan Commission meeting & public hearing	7-15-26	Unan. Recommended Approval
Town Board meeting	8-3-26	This Meeting

ATTACHMENT I.





Shoreland Map



7/9/2026, 12:26:16 PM

Local Roads
- Local
- Parcels

Cross Section Line
- NOT LETTERED, MAPPED; LETTERED, MAPPED
- Shoreland Buffer Outline

Flood Hazard Zone
- AE & VE Floodway
- AE, VE, & AO, Floodplain
- Wetland Inventory
- Wetland Points
- Shoreland Buffer
- Hydro Polygon

Hydro Lines
- NO
- YES

1:1,344

0 85 170 340 ft

0 25 50 100 m

Ozaukee County

TOWN of CEDARBURG
Preserving Yesterday's Heritage for Tomorrow.

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

POND PERMIT

This Pond Permit is granted to Ryan Sberna, for the property located at 156 Green Bay Road with Tax Key #03-050-0020.006, Town of Cedarburg, Ozaukee County, Wisconsin, in the SE ¼ of Section 35, for a pond approximately 0.4 acres in size. The Permit is granted with the following conditions:

1. The size and location of the pond area is held to the area as approved by the Town Board at their August 3, 2026 meeting (approximately 0.4 acres).
2. Erosion control and stormwater permits shall be obtained from the Town. A maintenance agreement is not required.
3. Resolve all engineering comments from the Town Engineer.
4. Provide copies of the following to the Town prior to construction commencing: Notice of Intent from Wisconsin DNR (greater than 1 acre of disturbance); Chapter 30 Permit from DNR (working within 500' of a navigable waterway); shoreland zoning permit from Ozaukee County.
5. Ryan Sberna must provide an as-built survey to the Town upon completion of construction for the Town Engineer or Director of Public Works to verify construction compliance with the approved plans or this permit will be considered null and void.

BY ORDER OF THE TOWN BOARD, TOWN OF CEDARBURG, August 3, 2026.

Issued this ____ day of August, 2026, by _____

Eric Ryer
Administrator

Accepted this ___ day of August, 2026, by _____

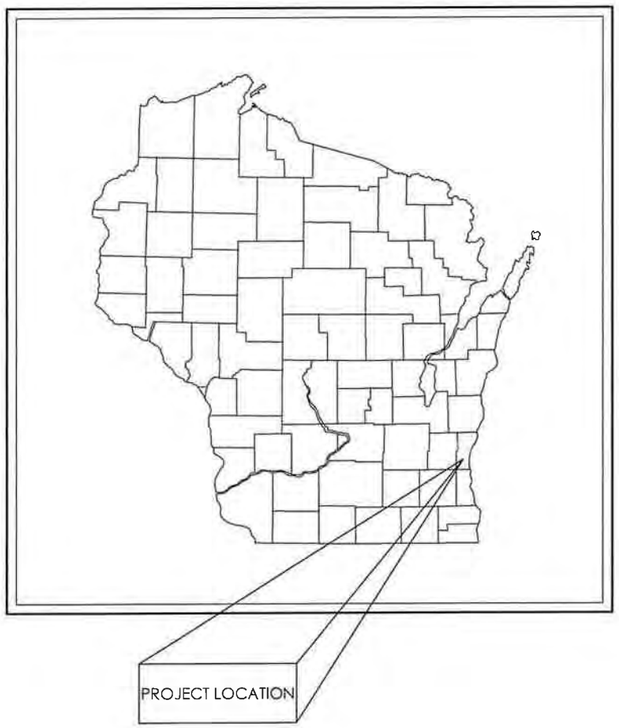
Ryan Sberna
156 Green Bay Road
Tax Key #03-050-0020.006

DRAFT

PRELIMINARY NOT FOR CONSTRUCTION

SBERNA RECREATION POND
RYAN SBERNA
REVISION 2

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI



N

NO SCALE



TOWN OF CEDARBURG
LOCATION PLAN

TABLE OF CONTENTS:

GENERAL	
G1.0	TITLE PAGE
G1.1	LEGEND & NOTES
CIVIL	
C1.0	EXISTING SITE PLAN
C2.0-C2.2	PROPOSED SITE PLAN
C3.0-C3.2	PROPOSED GRADING & E.C.
C4.0	PROPOSED EROSION CONTROL
C5.0-C5.2	POND DETAILS
C6.0-C6.2	MISC. DETAILS
C7.0	LANDSCAPE PLAN

ENGINEER SEAL:
WISCONSIN
07/13/26
BRADLEY R. BOETTCHER
E-34916
PORTAGE, WI
PROFESSIONAL ENGINEER

REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026
REVISION	2	JLM	07/13/2026

SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	G1.0

TITLE PAGE
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

General Engineering Company
P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
608-742-2169 (Office) • 608-742-2592 (Fax)
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PRELIMINARY NOT FOR CONSTRUCTION

CONSTRUCTION NOTES

GENERAL

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED, BY CONTRACTOR, PRIOR TO CONSTRUCTION.

STORM SEWER

1. STORM SEWER PIPE LENGTHS ARE SHOWN MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

GRADING & EROSION CONTROL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION.
2. SILT FENCE, TEMPORARY SEDIMENT BASIN, & ROCK CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES, INCLUDING CLEARING & GRUBBING.
3. CONTRACTOR IS RESPONSIBLE FOR WEEKLY DNR INSPECTION REPORTS IN ACCORDANCE WITH NR 216.46(9).
4. ADDITIONAL EROSION CONTROL MEASURES MAY BE ADDED ON AN AS-NEEDED BASIS.
5. ANY AREAS WHERE GRADING IS COMPLETE SHALL BE STABILIZED WITH FERTILIZER, SEED, & MULCH AS SOON AS POSSIBLE.
6. ALL BEST MANAGEMENT PRACTICES WILL BE INSTALLED BY THE TIME THE CONSTRUCTION SITE IS CONSIDERED STABILIZED.
7. A COPY OF THIS EROSION CONTROL PLAN SHALL BE KEPT ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
8. STOCKPILES LEFT INACTIVE FOR 7 DAYS SHALL BE SEEDED AND SURROUNDED BY SILT FENCE.
9. ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED BY RUNOFF INTO RECEIVING CHANNEL.
10. EROSION CONTROL MAT CLASS I, TYPE A WILL BE USED IN NON-CHANNEL AREAS AND CLASS I, TYPE B WILL BE USED IN CHANNEL AREAS.
11. TRACKING PADS SHALL BE USED AT THE CONSTRUCTION ENTRANCE AND EXITS.
12. ALTHOUGH ROCK CONSTRUCTION TRACKING PADS MAY NOT BE SHOWN ON THE PLANS, THE CONTRACTOR SHALL INSTALL THEM AS NECESSARY OR AS DIRECTED BY THE ENGINEER TO MINIMIZE TRACKING ONTO ADJACENT STREETS. THESE PADS ARE CONSIDERED INCIDENTAL TO THE WORK AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
13. CONTRACTOR WILL BE RESPONSIBLE FOR ALL DUST CONTROL.
14. SEDIMENT WILL BE REMOVED FROM BEHIND SEDIMENT FENCES AND BARRIERS BEFORE IT REACHES A DEPTH THAT IS EQUAL TO HALF THE BARRIER'S HEIGHT.
15. BREAKS AND GAPS IN SEDIMENT FENCES AND BARRIERS WILL BE REPAIRED IMMEDIATELY. DECOMPOSING STRAW BALES WILL BE REPLACED (TYPICAL BALE LIFE IS THREE MONTHS).
16. ALL SEDIMENT THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS WILL BE CLEANED UP BEFORE THE END OF THE SAME WORKDAY.
17. ALL INSTALLED EROSION CONTROL PRACTICES WILL BE MAINTAINED UNTIL THE DISTURBED AREAS THEY PROTECT ARE STABILIZED.
18. ALL EROSION CONTROL MAT SHALL BE INSTALLED WITHIN 24 HOURS OF FINAL GRADES BEING ESTABLISHED.

EXISTING LINETYPES LEGEND

San	SANITARY SEWER
ST	STORM SEWER
WM	WATER MAIN
FM	FORCE MAIN
E	ELECTRIC
OE	OVERHEAD ELECTRIC
GAS	GAS
FO	FIBER OPTIC
T	TELEPHONE
TV	TV
X X X X	FENCE
	GUARD RAIL
GL GL GL	GRADING LIMITS
SF SF SF	SILT FENCE
DB DB DB	DOUBLE SEDIMENT BARRIER
	TRAIN TRACKS
	TREELINE

SYMBOLS LEGEND

- EXISTING MANHOLE
- PROPOSED MANHOLE
- EXISTING HYDRANT
- PROPOSED HYDRANT
- VALVE
- CURB STOP
- TRACER WIRE TERMINAL BOX
- WELL
- PROPERTY CORNER
- LIGHT POLE
- POWER / TELEPHONE POLE
- GUY WIRE
- UTILITY PEDESTAL
- SIGN
- SOIL BORING
- MONITORING WELL
- MAILBOX
- CAUTION — POTENTIAL HAZARD
- BENCHMARK
- GEC-CP # — CONTROL POINT
- DECIDUOUS TREE
- CONIFEROUS TREE
- HANDICAP SYMBOL

ABBREVIATION LIST

B-B = BACK TO BACK
BOC = BACK OF CURB
BOP = BOTTOM OF PIPE
BOW = BOTTOM OF WALL
C-C = CENTER TO CENTER
CL = CENTERLINE
CP = CONTROL POINT
DIA = DIAMETER
ELEV = ELEVATION
EOG = EDGE OF GRAVEL
EOP = EDGE OF PAVEMENT
EX = EXISTING
FL = FLOW LINE
FM = FORCE MAIN
HC = HORIZONTAL CURVE
HP = HIGH POINT
IE = INVERT ELEVATION
INL = INLET
INV = INVERT
IOS = INSIDE OF STRUCTURE
L = LENGTH
LN = LINE
LP = LOW POINT
MH = MANHOLE
MIN = MINIMUM
MP = MIDPOINT
PC = POINT OF CURVE
PI = POINT OF INTERSECTION
PRO = PROPOSED
PT = POINT OF TANGENT
PVC = POINT OF VERTICAL CURVE
PVI = POINT OF VERTICAL INTERSECTION
PVMT = PAVEMENT
PVT = POINT OF VERTICAL TANGENT
R = RADIUS
ROW = RIGHT OF WAY
S = SANITARY SEWER SERVICE LATERAL
SAN = SANITARY SEWER
SE = SPOT ELEVATION
ST = STORM SEWER
STA = STATION
STD = STANDARD
TC = TOP OF CURB
TOP = TOP OF PIPE
TOW = TOP OF WALL
TYP = TYPICAL
UOS = UNLESS OTHERWISE SPECIFIED
VC = VERTICAL CURVE
W = WATER MAIN SERVICE LATERAL
WM = WATER MAIN

DIGGERS HOTLINE NOTE

DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974)
Requires Min. 3 Work Days Notice Before You Excavate

OWNER

RYAN SBERNA
156 GREEN BAY RD.
CEDARBURG, WI 53012
PHONE: (414) 877-2040

UTILITIES

1. **ELECTRIC**
   CEDARBURG LIGHT & WATER UTILITY
   N30W5926 LINCOLN BLVD
   CEDARBURG, WI 53012
   PHONE: (262) 375-7650
2. **TELEPHONE**
   SPECTRUM
   1515 WEST WASHINGTON ST
   WEST BEND, WI 53095
   PHONE: (866) 874-2389
3. **GAS**
   WE ENERGIES
   PO BOX 2046
   MILWAUKEE, WI 53201-2046
   PHONE: (800) 242-9137
4. **CABLE TV**
   SPECTRUM
   1515 WEST WASHINGTON ST
   WEST BEND, WI 53095
   PHONE: (866) 874-2389
5. **WATER**
   CEDARBURG LIGHT & WATER UTILITY
   N30W5926 LINCOLN BLVD
   CEDARBURG, WI 53012
   PHONE: (262) 375-7650
6. **MUNICIPALITY**
   TOWN OF CEDARBURG
   1293 WASHINGTON AVE
   CEDARBURG, WI 53012
   PHONE: (262) 377-4509

GEC
General Engineering Company
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LEGEND & NOTES
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

REVISIONS	NO.	BY	DATE

SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	G1.1

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PRELIMINARY NOT FOR CONSTRUCTION

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NOTES:

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2. ALL GENERAL NOTES FOUND ON SHEET G1.1.

PARCEL NO. 03-050-0020.001

LOT 2 CSM # 367

LOT 3 CSM # 367

LOT 1 CSM # 3930

LOT 2 CSM # 3930

PARCEL NO. 03-050-0020.006

PARCEL NO. 03-050-0024.001

GREEN BAY RD

40'

75'

ORDINARY HIGH WATER MARK (O.H.W.M)

APPROXIMATE EDGE OF CREEK

EX. EDGE OF WETLANDS

APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

EX. R.OW.

EX. CENTERLINE OF ROADWAY

EX. HOUSE

EX. HOUSE

C/L MOUND

EX. SILO

OUT BUILDING

EX. BERM

EX. PROPERTY LINE

EX. CONTOURS, TYP.

EX. SETBACK, TYP.

EX. SHED

GEC-CP 1

GEC-CP 2

GEC-CP 3

CONTROL POINT TABLE

POINT ID	NORTHING "Y"	EASTING "X"	ELEVATION "Z"	DESCRIPTION
GEC-CP1	473613.8320	2508987.6290	715.09'	PK NAIL
GEC-CP2	473707.9750	2509051.0300	713.18'	PK NAIL
GEC-CP3	473352.4250'	2509220.9670'	708.48'	IRON PIN

GEC
General Engineering Company
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EXISTING SITE PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

REVISIONS	NO.	BY	DATE

N
W E
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SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
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PRELIMINARY NOT FOR CONSTRUCTION

NOTES:

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2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
3. ALL EVERGREEN TREES ON EXISTING BERM TO REMAIN, DECIDUOUS TREES TO BE RELOCATED AS NECESSARY.

CONTROL POINT TABLE

POINT ID	NORTHING "Y"	EASTING "X"	ELEVATION "Z"	DESCRIPTION
GEC-CP1	473613.8320	2508987.6290	715.09'	PK NAIL
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PARCEL NO. 03-050-0020.001

PARCEL NO. 03-050-0020.006

LOT 2 CSM # 367

LOT 3 CSM # 367

LOT 1 CSM # 3930

LOT 2 CSM # 3930

PARCEL NO. 03-050-0024.001

GREEN BAY RD

EX. EDGE OF WETLANDS

EX. RETAINING WALL

EX. SEPTIC SYSTEM

ORDINARY HIGH WATER MARK (O.H.W.M)

APPROXIMATE EDGE OF CREEK

EX. HOUSE

EX. CONCRETE

C/L MOUND

EX. CENTERLINE OF ROADWAY

EX. WELL

EX. EDGE OF CONCRETE

EX. STORM INLET

EX. SILO

EX. RETAINING WALL

GEC-CP 2

EX. ELECTRICAL TRANSFORMER

OUT BUILDING

EX. EDGE OF ASPHALT PAVEMENT

EX. BERM

GEC-CP 1

EX. PROPERTY LINE

EXISTING EVERGREEN TREES TO REMAIN

EXISTING DECIDUOUS TREES TO BE RELOCATED

EX. CONTOURS, TYP.

APPROXIMATE EDGE OF CREEK

ORDINARY HIGH WATER MARK (O.H.W.M)

EX. R.O.W.

EX. BERM

EX. SHED

APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

GEC-CP 3

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EXISTING SITE PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

NO.	BY	DATE	REVISIONS

N W E S

0 60
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C1.1

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NOTES:

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
3. ALL PROPOSED BERMS SHALL UNDER 4' IN HEIGHT.
4. THE PROPOSED POND SHALL BE FILLED USING THE OWNER'S EXISTING WELL THAT WAS CONSTRUCTED IN 2021 AND ESTIMATED PUMPING RATE IS 9-10 GALS/MIN. POND TO BE FILLED OVER TIME USING A GARDEN HOSE.

DIGGERS HOTLINE
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To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
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PARCEL NO. 03-050-0020.001

PARCEL NO. 03-050-0020.006

LOT 2 CSM # 367

LOT 3 CSM # 367

LOT 1 CSM # 3930

LOT 2 CSM # 3930

PARCEL NO. 03-050-0024.001

GREEN BAY RD

EX. EDGE OF WETLANDS

EX. RETAINING WALL

EX. SEPTIC SYSTEM

C/L MOUND

EX. HOUSE

EX. HOUSE

EX. CONCRETE

EX. WELL TO BE UTILIZED FOR POND FILLING

EX. EDGE OF CONCRETE

EX. RETAINING WALL

EX. STORM INLET

EX. SILO

EX. ELECTRICAL TRANSFORMER

OUT BUILDING

EX. CENTERLINE OF ROADWAY

EX. EDGE OF ASPHALT PAVEMENT

40'

EX. BERM

PROPOSED SCHEDULE 40 PVC PIPE, TYP.

ORDINARY HIGH WATER MARK (O.H.W.M)

PROPOSED 4' INLINE WATER LEVEL CONTROL STRUCTURE

PROPOSED SWALE, TYP.

PROPOSED BEACH AREA

PROPOSED 10' GRASSED WALKWAY

PROPOSED WATER ELEVATION

APPROXIMATE EDGE OF CREEK

PROPOSED BOTTOM OF POND

PROPOSED TOP OF POND

75'

PROPOSED FLOTATION DEVICE

EX. R.O.W.

PROPOSED BERM, TYP.

APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

EX. BERM TO BE EXTENDED

EX. SETBACK, TYP.

40'

EX. SHED

40'

POND DETAILS:

TOTAL POND AREA: 18,310 SQ FT
WATER SURFACE AREA: 11,765 SQ FT
BEACH AREA: 830 SQ FT
NORMAL WATER ELEVATION: 709.75'
TOP OF POND: 710.5'-710.7'
OVERFLOW WEIR: 710.25'
MAX POND DEPTH: 12'

General Engineering Company
P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
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PROPOSED SITE PLAN
SBERNA RECREATION POND
RYAN SBERNA

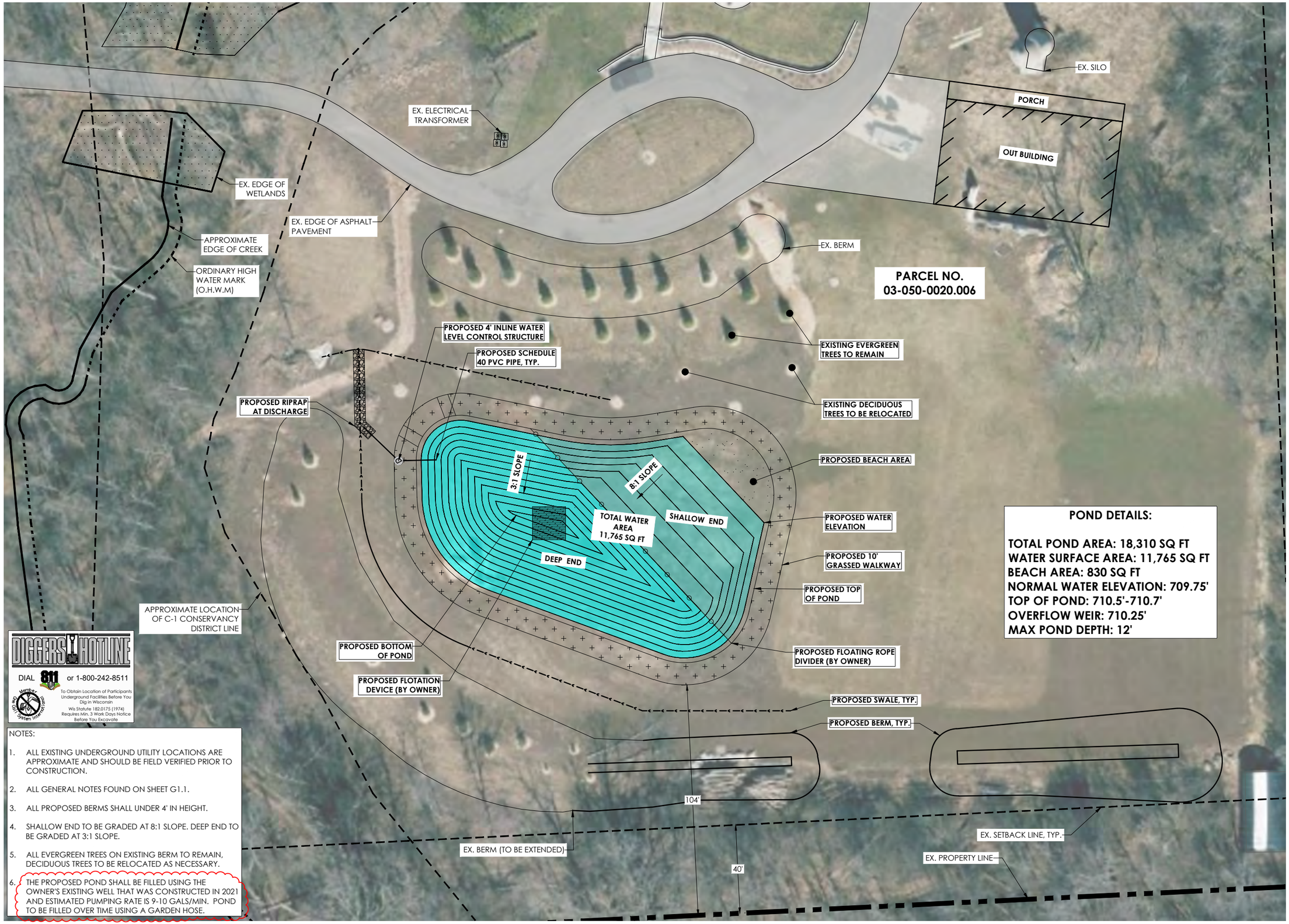
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

NO.	BY	DATE	REVISIONS
1	JLM	06/17/2026	REVISION
2	JLM	07/13/2026	REVISION

0 60
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
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TOP OF POND: 710.5'-710.7'
OVERFLOW WEIR: 710.25'
MAX POND DEPTH: 12'

DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974) Requires Min. 3 Work Days Notice Before You Excavate

NOTES:

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
3. ALL PROPOSED BERMS SHALL UNDER 4' IN HEIGHT.
4. SHALLOW END TO BE GRADED AT 8:1 SLOPE. DEEP END TO BE GRADED AT 3:1 SLOPE.
5. ALL EVERGREEN TREES ON EXISTING BERM TO REMAIN, DECIDUOUS TREES TO BE RELOCATED AS NECESSARY.
6. THE PROPOSED POND SHALL BE FILLED USING THE OWNER'S EXISTING WELL THAT WAS CONSTRUCTED IN 2021 AND ESTIMATED PUMPING RATE IS 9-10 GALS/MIN. POND TO BE FILLED OVER TIME USING A GARDEN HOSE.

General Engineering Company
P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
608-742-2169 (Office) • 608-742-2592 (Fax)
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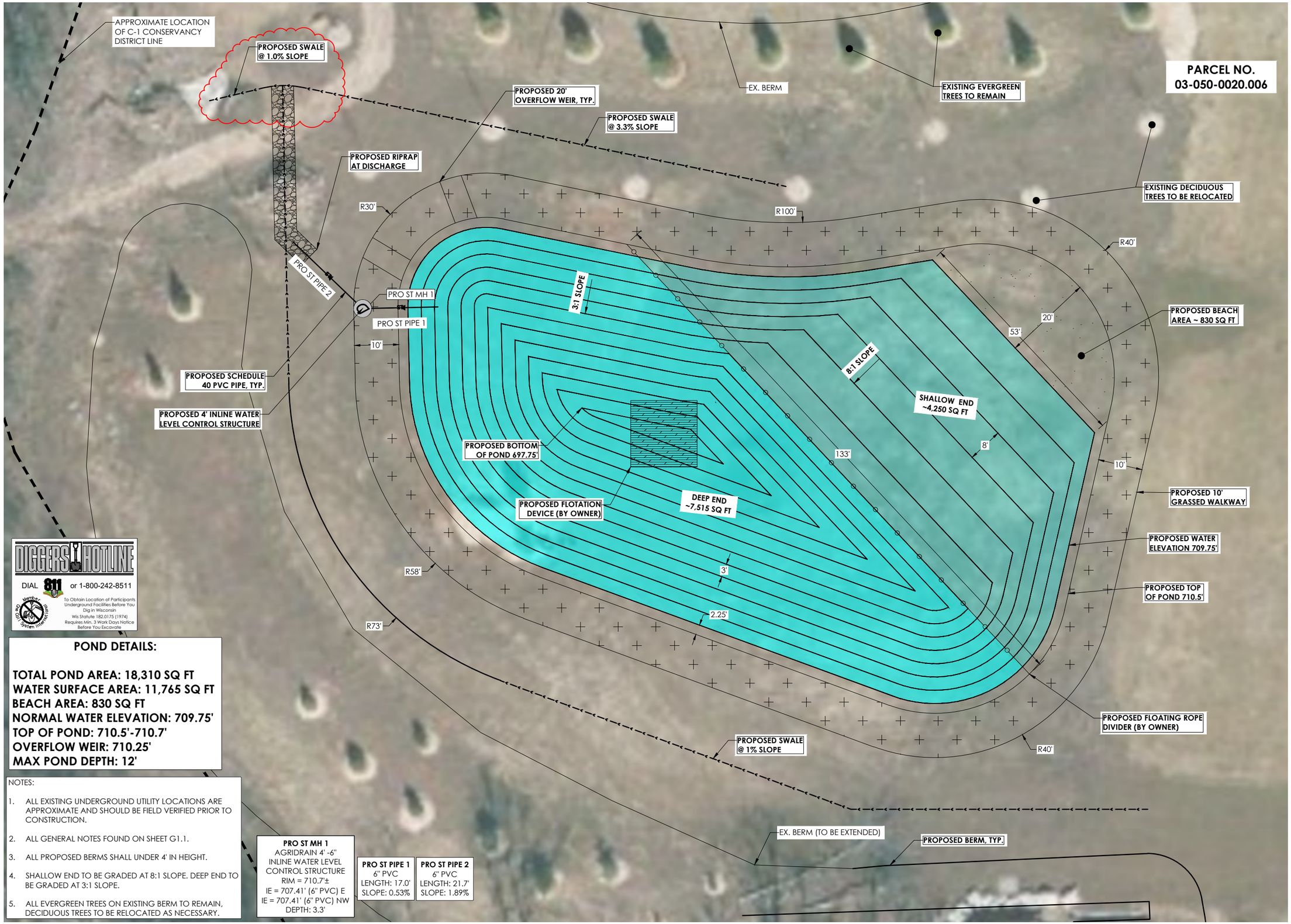
PROPOSED SITE PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026
REVISION	2	JLM	07/13/2026

0 40
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C2.1

G:\Current Files R-Z\Wisconsin Lake and Pond\01-26000-078 Ryan Sberna Pond Development\01-26000-078 Pond Development\CAD 01-26000-078\2_CIVIL\Production Drawings\1_Bid Plan Sets\1-C2.0-PSP-01-26000-078.dwg, 7/13/2026 9:27:55 AM, ANSI full bleed B (17.00 x 11.00 Inches), 1:1



DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974)
Requires Min. 3 Work Days Notice Before You Excavate

POND DETAILS:

TOTAL POND AREA: 18,310 SQ FT
WATER SURFACE AREA: 11,765 SQ FT
BEACH AREA: 830 SQ FT
NORMAL WATER ELEVATION: 709.75'
TOP OF POND: 710.5'-710.7'
OVERFLOW WEIR: 710.25'
MAX POND DEPTH: 12'

NOTES:

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
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5. ALL EVERGREEN TREES ON EXISTING BERM TO REMAIN, DECIDUOUS TREES TO BE RELOCATED AS NECESSARY.

PRO ST MH 1
AGRIDRAIN 4' -6" INLINE WATER LEVEL CONTROL STRUCTURE
RIM = 710.7'±
IE = 707.41' (6" PVC) E
IE = 707.41' (6" PVC) NW
DEPTH: 3.3'

PRO ST PIPE 1
6" PVC
LENGTH: 17.0'
SLOPE: 0.53%

PRO ST PIPE 2
6" PVC
LENGTH: 21.7'
SLOPE: 1.89%

General Engineering Company
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PROPOSED SITE PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

NO.	REVISIONS	BY	DATE
1	REVISION	JLM	06/17/2026

0 20
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C2.2

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PRELIMINARY NOT FOR CONSTRUCTION

POND DETAILS:

TOTAL POND AREA: 18,310 SQ FT
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BEACH AREA: 830 SQ FT
NORMAL WATER ELEVATION: 709.75'
TOP OF POND: 710.5'-710.7'
OVERFLOW WEIR: 710.25'
MAX POND DEPTH: 12'

EX. EDGE OF ASPHALT PAVEMENT
EX. SILO
PRO. PORCH
PRO. OUT BUILDING
ORDINARY HIGH WATER MARK (O.H.W.M)
EX. EDGE OF WETLANDS
APPROXIMATE EDGE OF CREEK
EX. BERM
PROPOSED SWALE @ 1% SLOPE
PROPOSED SWALE @ 3.3% SLOPE
PROPOSED 5:1 SLOPE
PROPOSED 3:1 SLOPE
PROPOSED 10:1 SLOPE
PARCEL NO. 03-050-0024.001
EX. CONTOUR, TYP.
CONTRACTOR TO AVOID DISTURBANCE TO EX GRAVEL PATH
PROPOSED 20' BROAD CRESTED OVERFLOW WEIR, TYP.
PROPOSED CLASS III RIPRAP AT DISCHARGE
3:1 SLOPE
8:1 SLOPE
SHALLOW END
DEEP END
PROPOSED BEACH AREA ~ 830 SQ FT
PROPOSED WATER ELEVATION 709.75'
PROPOSED TOP OF POND 710.5'
PROPOSED SHALLOW END AT MAX 8:1 SLOPE
PROPOSED 10' WIDE GRASSED WALKWAY @ 2.0% SLOPE
PROPOSED 4:1 SLOPE
PROPOSED BOTTOM OF POND 697.75'
PROPOSED 3:1 SLOPE
PROPOSED SWALE @ 1.0% SLOPE
PROPOSED CONTOUR, TYP.
PROPOSED 5:1 SLOPE
EX. PROPERTY LINE
EX. SHED
EX. BERM
PROPOSED BERM, TYP.
PROPOSED 4:1 SLOPE
APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974)
Requires Min. 3 Work Days Notice Before You Excavate

NOTES:

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3. ALL PROPOSED BERMS SHALL UNDER 4' IN HEIGHT.
4. ALL GRADING ACTIVITIES SHALL REMAIN OUT OF C-1 CONSERVANCY DISTRICT LINE AND AWAY FROM ANY WETLANDS.
5. EXCESS FILL TO BE HAULED OFF AND COORDINATED WITH OWNER.

GEC
General Engineering Company
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PROPOSED GRADING PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

NO.	REVISIONS	BY	DATE
1	REVISION	JLM	06/17/2026

0 40
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C3.0

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PRELIMINARY NOT FOR CONSTRUCTION

PARCEL NO.
03-050-0024.001

PROPOSED SWALE @ 1% SLOPE

PROPOSED SWALE @ 3.3% SLOPE

PROPOSED 20' BROAD CRESTED OVERFLOW WEIR, TYP.

PROPOSED CONTOUR, TYP.

PROPOSED BOTTOM OF POND 697.75'

DEEP END

SHALLOW END

PROPOSED WATER ELEVATION 709.75'

PROPOSED TOP OF POND 710.5'

PROPOSED TOP OF POND 710.7'

PROPOSED 10' WIDE GRASSED WALKWAY @ 2.0% SLOPE

PROPOSED SWALE @ 1.0% SLOPE

PROPOSED BERM, TYP.

APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

SE:706.22
SE:706.04
SE:710.70
SE:710.25
SE:710.00
SE:710.50
SE:710.25
SE:710.70
SE:710.25
SE:710.50
SE:710.70
SE:710.50
SE:710.70
SE:706.89
SE:710.50
SE:710.70
SE:710.50
SE:710.70
SE:707.76
SE:710.50
SE:710.70
SE:708.60
SE:709.27
SE:708.75
SE:709.79
SE:712.50
SE:710.66
SE:709.53

DIGGERS HOTLINE
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4. ALL GRADING ACTIVITIES SHALL REMAIN OUT OF C-1 CONSERVANCY DISTRICT LINE AND AWAY FROM ANY WETLANDS.
5. EXCESS FILL TO BE HAULED OFF AND COORDINATED WITH OWNER.

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PROPOSED GRADING PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

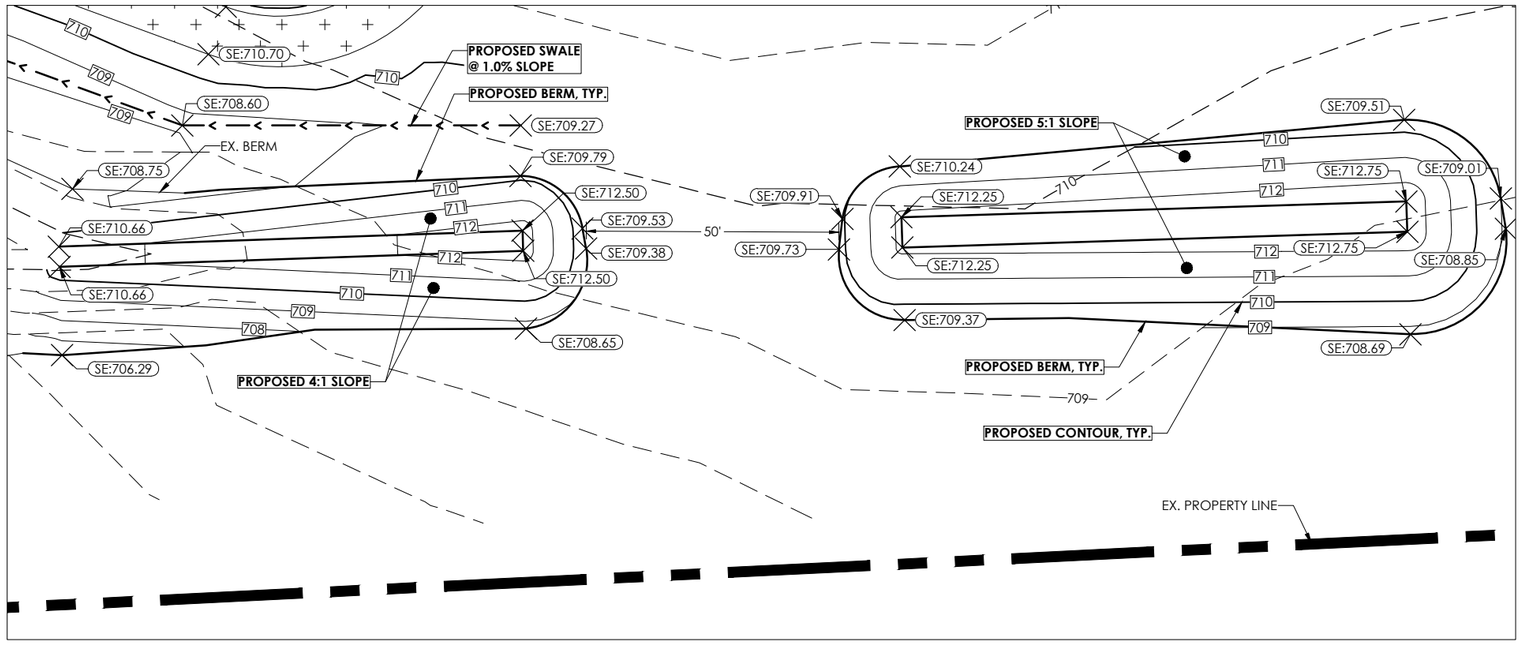
REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026

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SCALE

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REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C3.1

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PRELIMINARY NOT FOR CONSTRUCTION



SCALE 1" = 30'

NOTES:

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PROPOSED GRADING PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026.

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SCALE

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ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C3.2

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PRELIMINARY NOT FOR CONSTRUCTION

SURFACE LEGEND:

- PROPOSED EROSION MAT CLASS 1 TYPE A
- PROPOSED EROSION MAT CLASS 1 TYPE B

EX. EDGE OF WETLANDS

ORDINARY HIGH WATER MARK (O.H.W.M)

APPROXIMATE EDGE OF CREEK

PROPOSED ROCK CONSTRUCTION ENTRANCE, EXACT LOCATION MAY VARY

EX. BERM

EX. CONTOURS, TYP.

OUT BUILDING

PARCEL NO. 03-050-0024.001

PROPOSED SWALE @ 1% SLOPE

PROPOSED DITCH CHECK APPROXIMATELY EVERY 50'

PROPOSED SWALE @ 3.3% SLOPE

PROPOSED GRADING LIMITS, TYP.

PROPOSED CONTOUR, TYP.

PROPOSED SILT FENCE, TYP.

LIMIT DISTURBANCE TO EXISTING GRAVEL PATH

PROPOSED EROSION MAT CLASS I, TYPE A, TYP.

PROPOSED WATER ELEVATION 709.75'

PROPOSED TOP OF POND 710.5'

PROPOSED BOTTOM OF POND 697.75'

PROPOSED EROSION MAT CLASS I, TYPE B, TYP.

PROPOSED BERM, TYP.

PROPOSED SWALE @ 1.0% SLOPE

PROPOSED DITCH CHECK APPROXIMATELY EVERY 100'

PROPOSED GRADING LIMITS, TYP.

PROPOSED SEDIMENT LOG, TYP.

EX. BERM

APPROXIMATE LOCATION OF C-1 CONSERVANCY DISTRICT LINE

EX. SHED

EX. PROPERTY LINE

DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
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5. EXCESS FILL TO BE HAULED OFF AND COORDINATED WITH OWNER.
6. THE TRACKING PAD SHOULD BE MAINTAINED AND THE CONTRACTOR IS REQUIRED TO SWEEP/CLEAN THE ADJACENT GREEN BAY BR AT THE END OF EACH DAY AND/OR AS DIRECTED BY THE TOWN.

General Engineering Company
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PROPOSED EROSION CONTROL PLAN
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

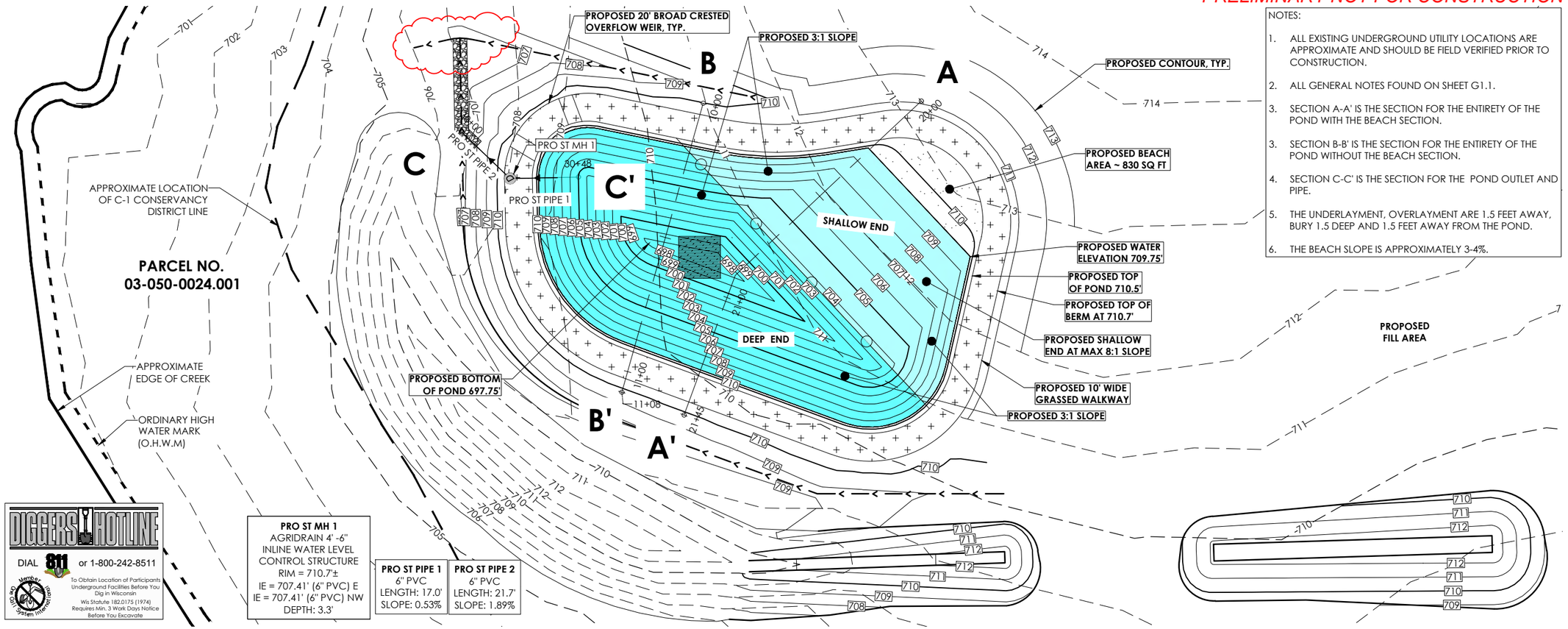
NO.	REVISIONS	BY	DATE
1	REVISION	JLM	06/17/2026
2	REVISION	JLM	07/13/2026

0 40
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C4.0

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PRELIMINARY NOT FOR CONSTRUCTION



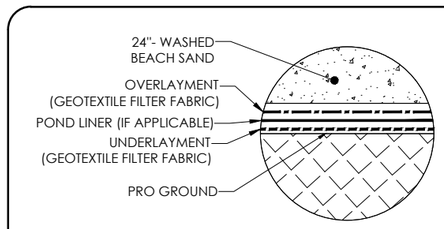
NOTES:

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2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
3. SECTION A-A' IS THE SECTION FOR THE ENTIRETY OF THE POND WITH THE BEACH SECTION.
3. SECTION B-B' IS THE SECTION FOR THE ENTIRETY OF THE POND WITHOUT THE BEACH SECTION.
4. SECTION C-C' IS THE SECTION FOR THE POND OUTLET AND PIPE.
5. THE UNDERLAYMENT, OVERLAYMENT ARE 1.5 FEET AWAY, BURY 1.5 DEEP AND 1.5 FEET AWAY FROM THE POND.
6. THE BEACH SLOPE IS APPROXIMATELY 3-4%.

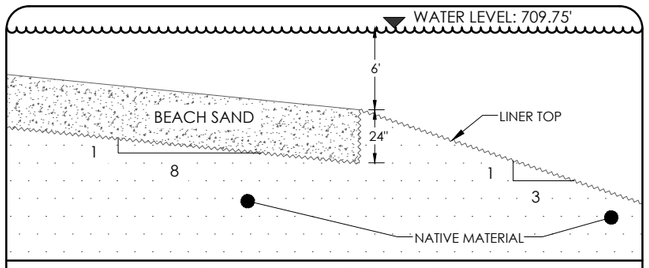
DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974) Requires Min. 3 Work Days Notice Before You Excavate

PRO ST MH 1
AGRIDRAIN 4' -6" INLINE WATER LEVEL CONTROL STRUCTURE
RIM = 710.7'±
IE = 707.41' (6" PVC) E
IE = 707.41' (6" PVC) NW
DEPTH: 3.3'

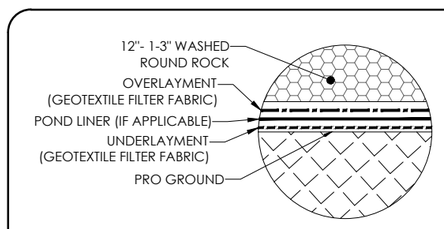
PRO ST PIPE 1	PRO ST PIPE 2
6" PVC	6" PVC
LENGTH: 17.0'	LENGTH: 21.7'
SLOPE: 0.53%	SLOPE: 1.89%



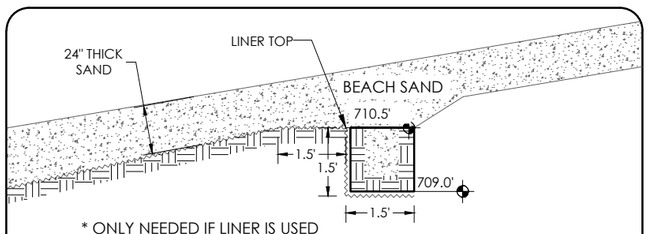
SAND LINER DETAIL (5D)



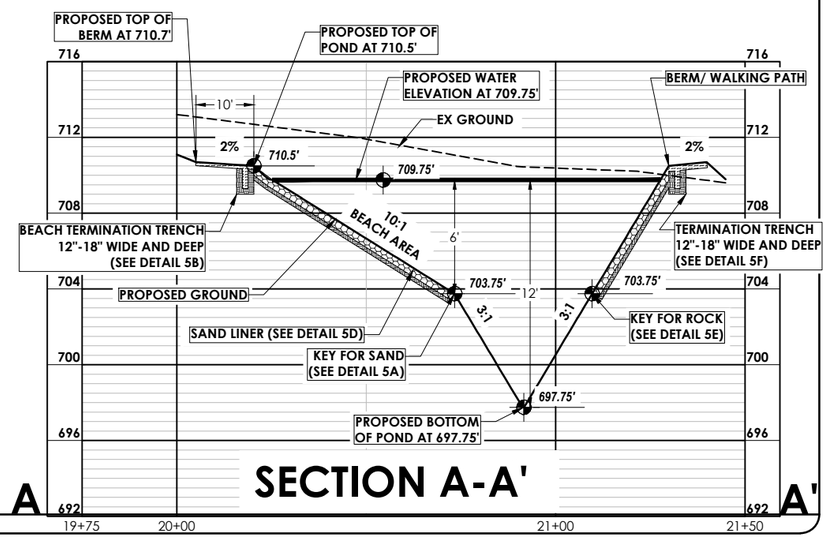
KEY FOR SAND DETAIL (5A)



1-3" ROCK LINER DETAIL (5C)



BEACH TERMINATION TRENCH DETAIL (5B)



SECTION A-A'

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POND DETAILS
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

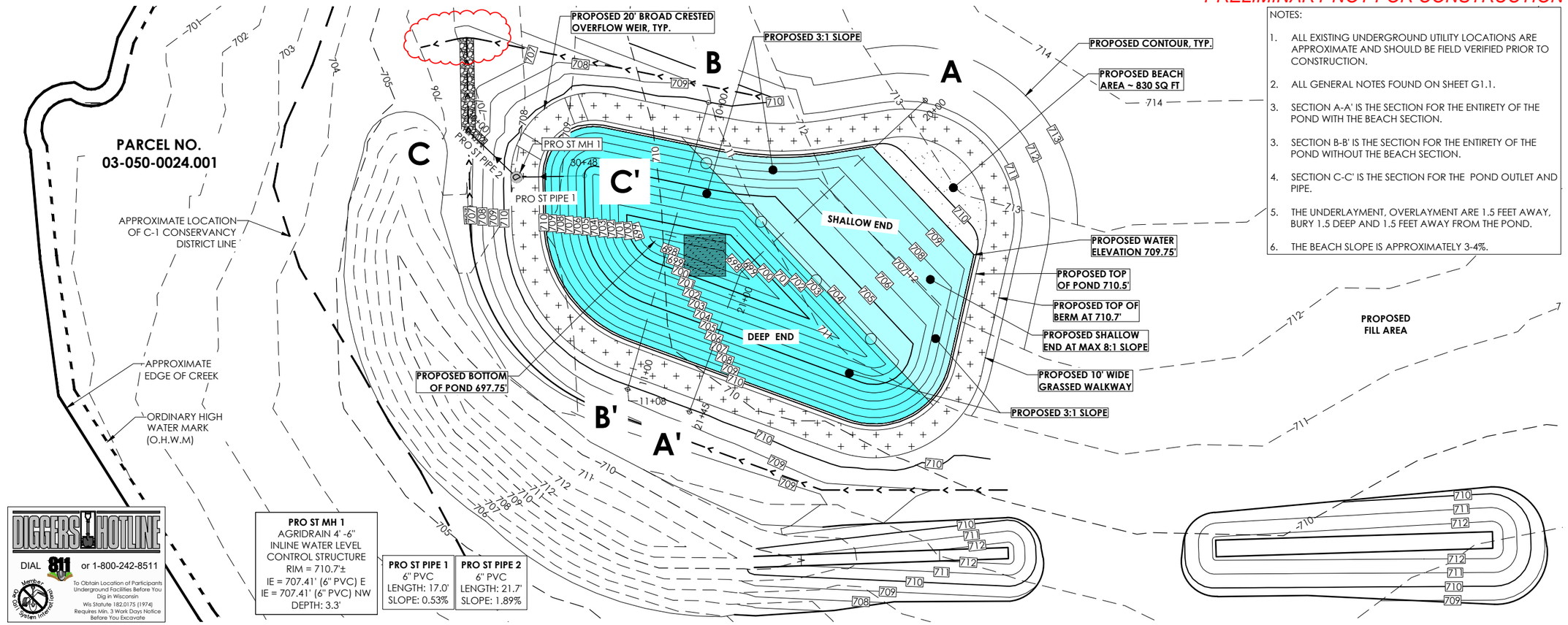
REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026

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SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C5.0

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PRELIMINARY NOT FOR CONSTRUCTION



NOTES:

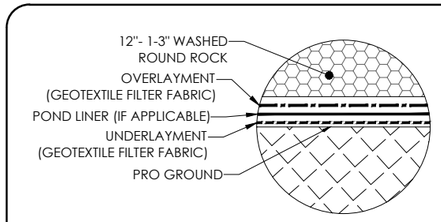
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4. SECTION C-C' IS THE SECTION FOR THE POND OUTLET AND PIPE.
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6. THE BEACH SLOPE IS APPROXIMATELY 3-4%.

DIGGERS HOTLINE
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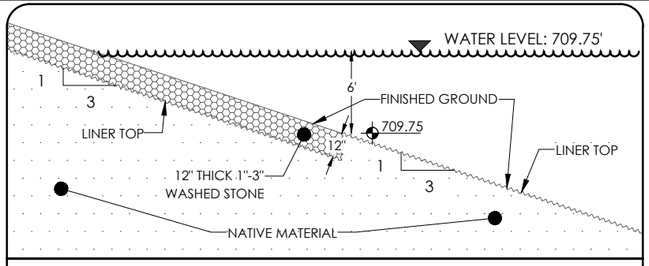
PRO ST MH 1
AGRIDRAIN 4' -6"
INLINE WATER LEVEL CONTROL STRUCTURE
RIM = 710.7'±
IE = 707.41' (6" PVC) E
IE = 707.41' (6" PVC) NW
DEPTH: 3.3'

PRO ST PIPE 1
6" PVC
LENGTH: 17.0'
SLOPE: 0.53%

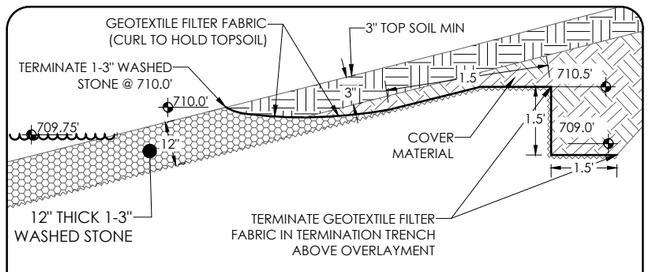
PRO ST PIPE 2
6" PVC
LENGTH: 21.7'
SLOPE: 1.89%



1-3" ROCK LINER DETAIL (5C)

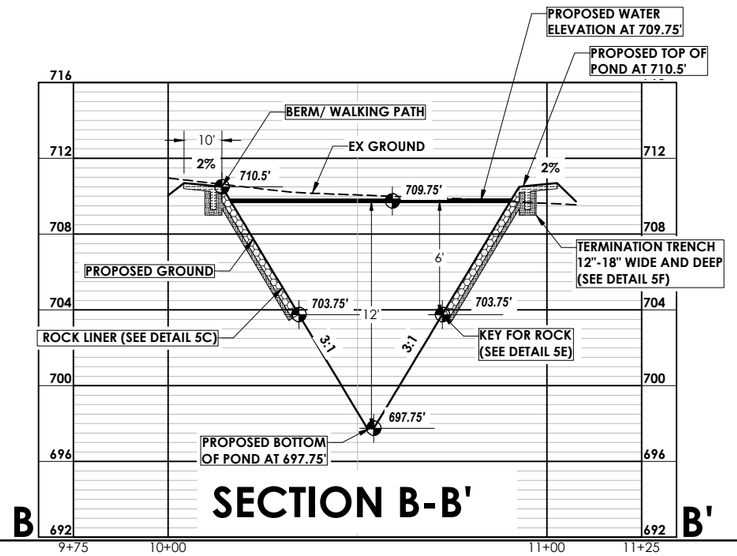


KEY FOR ROCK DETAIL (5E)



NOTE:
1) THE PURPOSE OF THE GEOTEXTILE FILTER FABRIC IS TO KEEP THE 1-3" WASHED STONE AND THE TOPSOIL FROM MIXING. IT IS NOT PART OF THE LINER (IF A LINER IS PRESENT)

STONE TERMINATION TRENCH DETAIL (5F)



SECTION B-B'

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POND DETAILS
SBERNA RECREATIONAL POND
RYAN SBERNA

TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

NO.	REVISIONS	BY	DATE
1	REVISION	JLM	06/17/2026

0 40
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C5.1

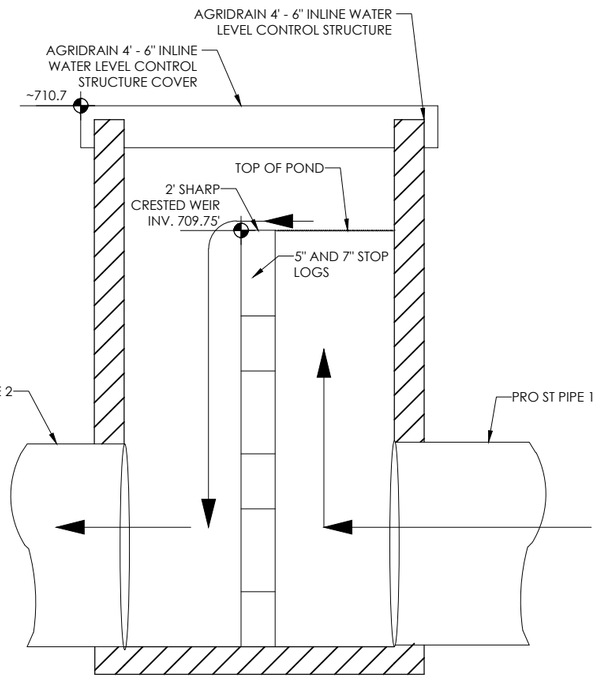
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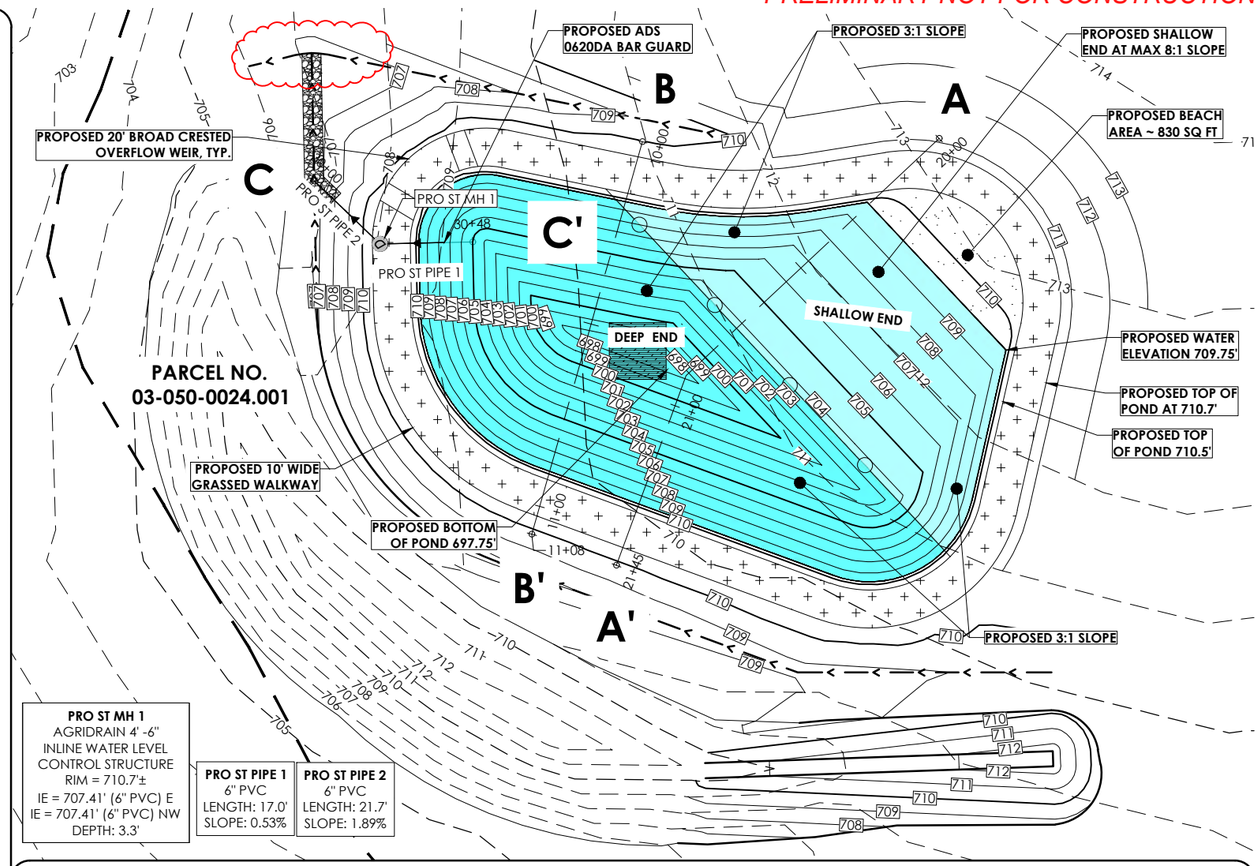
DIGGERS HOTLINE
DIAL 811 or 1-800-242-8511
To Obtain Location of Participants Underground Facilities Before You Dig in Wisconsin
Wis Statute 182.0175 (1974)
Requires Min. 3 Work Days Notice Before You Excavate

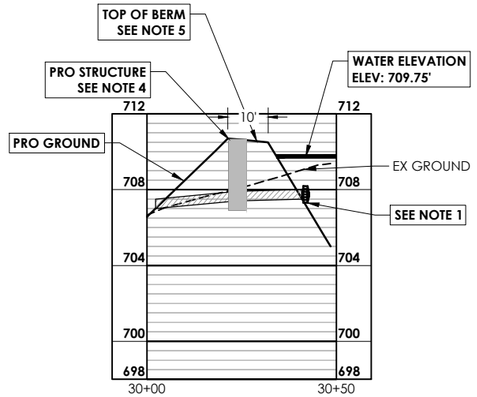
NOTES:

1. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. ALL GENERAL NOTES FOUND ON SHEET G1.1.
3. SECTION A-A' IS THE SECTION FOR THE ENTIRETY OF THE POND WITH THE BEACH SECTION.
3. SECTION B-B' IS THE SECTION FOR THE ENTIRETY OF THE POND WITHOUT THE BEACH SECTION.
4. SECTION C-C' IS THE SECTION FOR THE POND OUTLET AND PIPE.
5. THE UNDERLAYMENT, OVERLAYMENT ARE 1.5 FEET AWAY, BURY 1.5 DEEP AND 1.5 FEET AWAY FROM THE POND.
6. THE BEACH SLOPE IS APPROXIMATELY 3-4%.



*STOP LOGS CAN BE REMOVED TO LOWER WATER LEVEL FOR POND MAINTENANCE





C SECTION C'
C-C'

NOTES:

1. PRO ADS BAR 0620DA GUARD TO BE AT INVERT OF INTAKE PIPE.
2. INTAKE PIPE SHALL BE AT 0.5% SLOPE.
3. OUTLET PIPE SHALL BE AT 2.0% SLOPE.
4. OUTLET STRUCTURE SHALL BE AN AGRIDRAIN 4'-6" INLINE WATER LEVEL CONTROL STRUCTURE.
5. TOP OF BERM RANGES FROM 710.5'-710.70'

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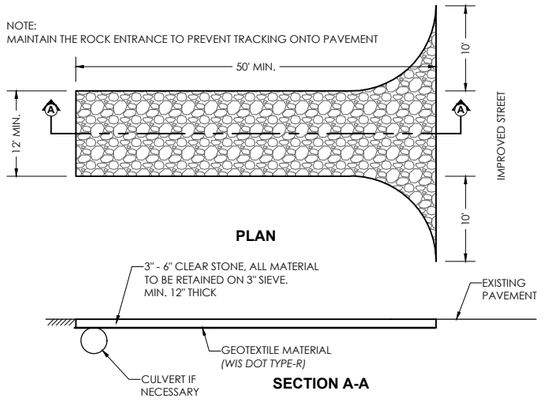
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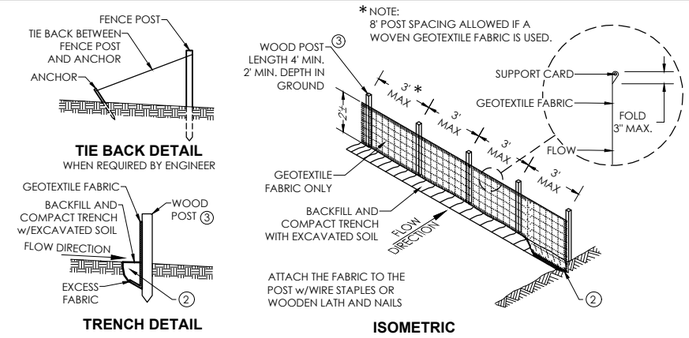
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ROCK CONSTRUCTION ENTRANCE

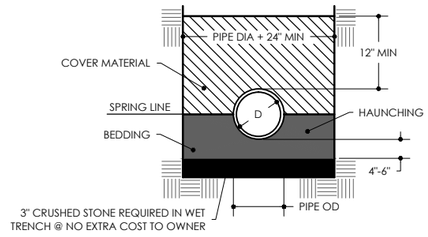


① NOTES:
HORIZONTAL BRACE WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POST AS DIRECTED BY THE ENGINEER.

② TRENCH SHALL BE A MINIMUM OF 4" WIDE BY 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC, FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.

③ WOOD POST SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY.

SILT FENCE



BEDDING AND COVER MATERIAL:

CLASS IA: CRUSHED STONE OR GRAVEL CONFORMING TO FOLLOWING GRADATION:

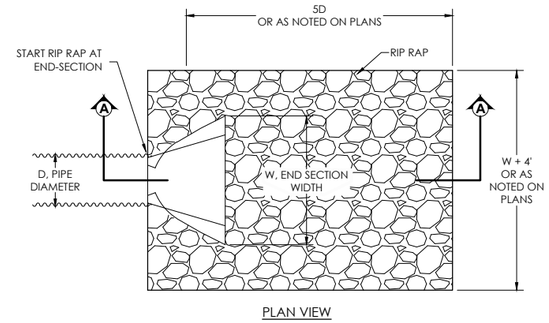
SIEVE SIZE	% PASSING BY WEIGHT
1"	100
3/4"	90-100
3/8"	20-55
NO. 4	0-10
NO. 8	0-5

CLASS IB: CRUSHED STONE OR GRAVEL CONFORMING TO FOLLOWING GRADATION:

SEIVE SIZE	% PASSING BY WEIGHT
1/2"	100
3/8"	85-100
NO. 4	10-30
NO. 8	0-5

INSTALLATION:
PLACE AND COMPACT BEDDING MATERIAL AND COVER IN MAXIMUM 6" LAYERS. WORK MATERIAL IN AND AROUND PIPE BY HAND TO PROVIDE UNIFORM SUPPORT. COMPACT CLASS IB WITH HAND TAMPER OR VIBRATORY COMPACTOR TO 85% STANDARD PROCTOR.

FLEXIBLE PIPE BEDDING
(CORRUGATED STEEL AND POLYETHYLENE)



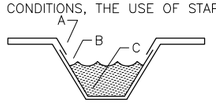
CMP/HDPE PIPE

RIP RAP CLASS	WIS DOT RIP RAP EQUIVALENT	d, DEPTH
1	--	9"
2	LIGHT	18"
3	HEAVY	27"
4	EXTRA HEAVY	36"

RIP RAP AT PIPE DISCHARGE

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30 CM) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMAPCT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) ACROSS THE WIDTH OF THE BLANKET.
3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM™, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4" - 6" (10 CM -15 CM) OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER TO SECURE BLANKETS.
5. FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
6. ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 2" - 5" (5 CM -12.5 CM) (DEPENDING ON BLANKET TYPE) AND STAPLED.
7. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT (9 M - 12 M) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10 CM) APART AND 4" (10 CM) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

NOTE:
* IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.



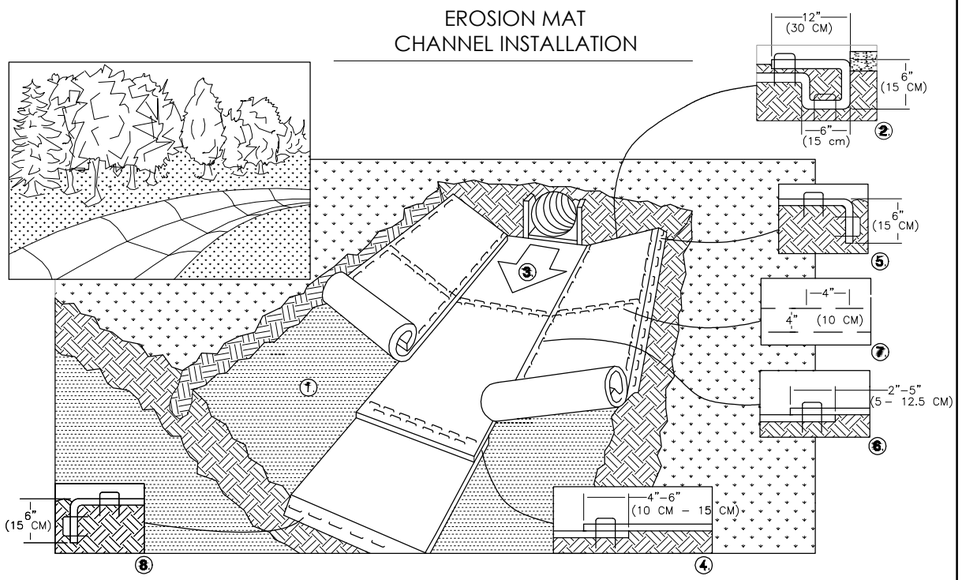
CRITICAL POINTS

A. OVERLAPS AND SEAMS
B. PROJECTED WATER LINE
C. CHANNEL BOTTOM/SIDE SLOPE VERTICES

NOTE:
* HORIZONTAL STAPLE SPACING SHOULD BE ALTERED IF NECESSARY TO ALLOW STAPLES TO SECURE THE CRITICAL POINTS ALONG THE CHANNEL SURFACE.

** IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 cm) MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.

EROSION MAT
CHANNEL INSTALLATION



EROSION MAT DETAIL

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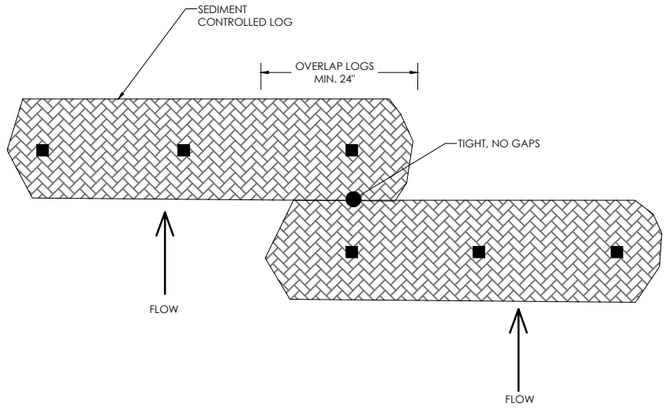
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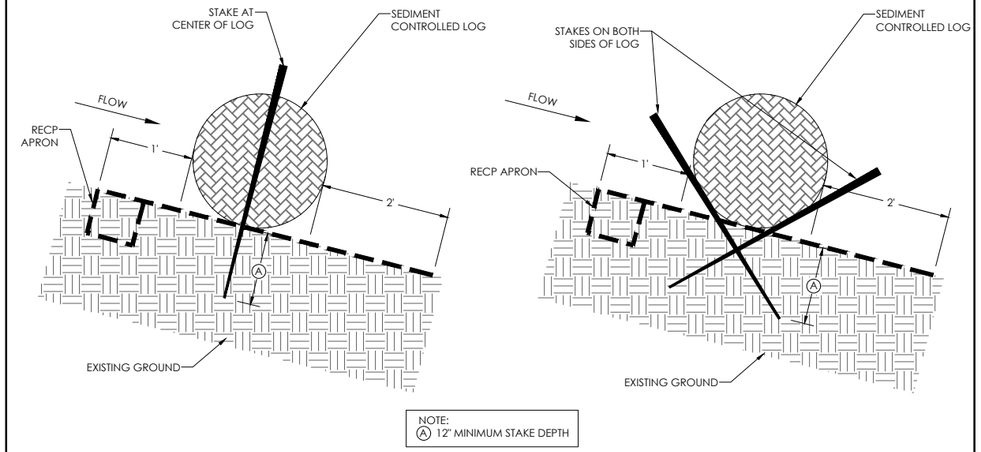
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PLAN VIEW

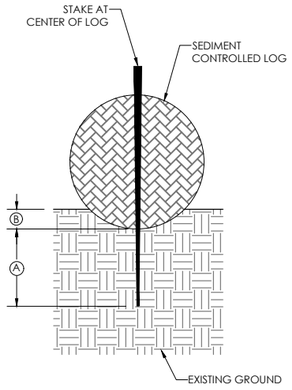
LOG OVERLAP DETAIL



ONE-STAKE SECTION

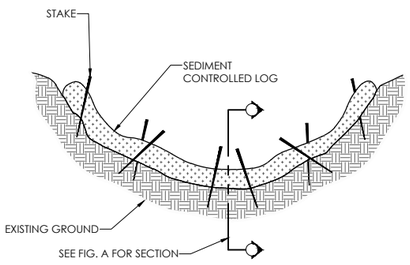
TWO-STAKE SECTION

SLOPE/CHANNEL INSTALLATION (FIG. A)



SECTION

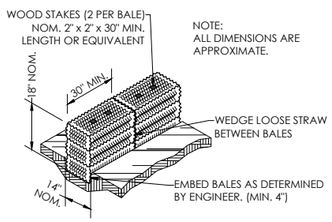
FLAT GROUND INSTALLATION (FIG. B)



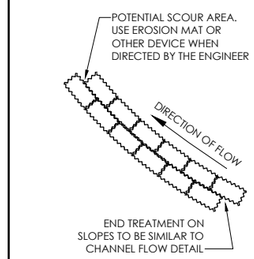
DO NOT ALLOW FLOW TO OVERTOP INSTALLATION.

CROSS-SECTION VIEW

CHANNEL INSTALLATION (FIG. C)

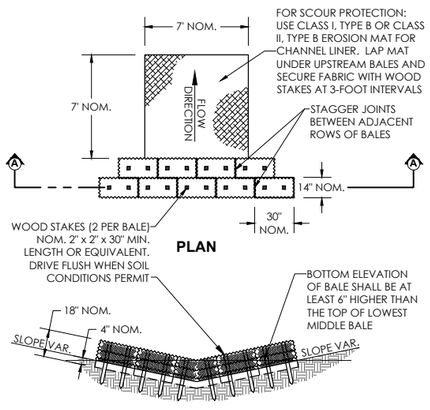


EROSION BALE INSTALLATION



PLAN

EROSION BALE FOR ALTERING FLOW DIRECTION



PLAN

SECTION A-A

EROSION BALE FOR CHANNEL FLOW

TEMPORARY DITCH CHECKS

PURPOSE & OPERATION

PRODUCTS IN THIS CATEGORY ARE INTENDED FOR USE AT THE BOTTOM OF FILL SLOPES AND IN CHANNELS TO INTERCEPT AND POND SEDIMENT-LADEN RUNOFF. PONDING THE WATER REDUCES THE VELOCITY OF THE INCOMING FLOW AND ALLOWS MOST OF THE SEDIMENTS TO SETTLE OUT. WATER EXITS THE CHECK BY EITHER FILTERING THROUGH OR FLOWING OVER THE TOP.

CONSTRUCTION METHODS

THIS WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR HIGHWAY AND STRUCTURE CONSTRUCTION, AND THE STANDARD DETAIL DRAWING IN THE WISDOT FACILITY DEVELOPMENT MANUAL. IN ADDITION TO THE ABOVE, TEMPORARY DITCH CHECKS SHALL BE PLACED PERPENDICULAR TO THE FLOW LINE OF THE DITCH AND SHALL EXTEND FAR ENOUGH SO THAT THE GROUND LEVEL AT THE ENDS OF THE CHECKS ARE HIGHER THAN THE LOW POINT ON THE CREST OF THE CHECK. THE INSTALLED MATERIAL SHALL HAVE A MINIMUM HEIGHT OF 10 INCHES ABOVE THE FLOW LINE IN THE INSTALLED CONDITION. ALL PRODUCTS SHALL BE ENTRENCHED A MINIMUM OF 2.0 INCHES ON BARE SOIL. DITCH CHECKS INSTALLED IN A CHANNEL THAT IS CONTINUOUSLY LINED WITH EROSION MAT NEED NOT BE ENTRENCHED IF INSTALLED OVER THE TOP OF THE EROSION MAT. INSTALLATIONS SHALL HAVE STAKES ON THE DOWNSTREAM SIDE OF THE TEMPORARY DITCH CHECK AND SHALL NOT REDUCE THE HEIGHT OF THE TEMPORARY DITCH CHECK. FABRIC TYPE PRODUCTS MAY BE ENTRENCHED WITH A NARROW CHECK SLOT ON THE UPSTREAM SIDE.

APPROVED MANUFACTURED ALTERNATIVES TO THE DEPARTMENT'S DETAILS ARE LISTED BELOW.

APPROVED TEMPORARY DITCH CHECKS

PRODUCT	MANUFACTURER
CURLEX 12 INCH SEDIMENT LOG	AMERICAN EXCELSIOR
CURLEX 20 INCH SEDIMENT LOG	AMERICAN EXCELSIOR
AEC PREMIER 12 INCH WATTLE	AMERICAN EXCELSIOR
AEC PREMIER 20 INCH WATTLE	AMERICAN EXCELSIOR
STENLOG 12	Erosion Control Blanket.com
TRIANGULAR SILT DIKE	TRIANGULAR SILT DIKE
ASPEN XCEL EXCELSIOR LOG	WESTERN EXCELSIOR
DITCH CHEXX	FILTREXX
BIO-D SILT CHECK	RO LANKA
WS-12	NORTH AMERICAN GREEN

INSTALLATION INSTRUCTIONS - LOGS AND WATTLES:

STEP 1 - SITE PREPARATION

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.

STEP 2 - STAPLE SELECTION

AT A MINIMUM, 1" LONG BY 1" BY 24", STAKES ARE TO BE USED TO SECURE THE LOG TO THE GROUND SURFACE. INSTALLATION IN ROCKY, SANDY OR OTHER LOOSE SOIL MAY REQUIRE LONGER STAKES.

SLOPE INSTALLATION

PLACE RECP ALONG SLOPE TO PROVIDE UPSTREAM APRON FOR LOG. SECURE RECP ACCORDING TO STANDARD SLOPE INSTALLATION INSTRUCTIONS INCLUDING UPSTREAM ANCHOR TRENCH. SECURE LOG TO BLANKET, ENSURING LOG REMAINS IN INTIMATE CONTACT WITH THE RECP OVER THE LENGTH OF THE INSTALLATION. A MINIMUM ONE FOOT UPSTREAM APRON AND TWO FOOT DOWNSTREAM APRON ARE REQUIRED FOR INSTALLATION. SUBSEQUENT, DOWNSLOPE ROWS OF LOGS SHOULD BE SPACED APPROPRIATELY FOR SITE CONDITIONS TO MINIMIZE ACCELERATION OF FLOW. FURTHER, LOG SEAMS ARE TO BE OFFSET TO ENSURE CONTINUOUS FILTRATION. FIGURE A PRESENTS A SCHEMATIC OF A SLOPE INSTALLATION IN PROFILE VIEW.

CHANNEL INSTALLATION

PLACE RECP ALONG CHANNEL TO PROVIDE UPSTREAM AND DOWNSTREAM APRON FOR LOG IDENTICALLY TO SLOPE INSTALLATION. SECURE LOG TO BLANKET, ENSURING LOG REMAINS IN INTIMATE CONTACT WITH THE RECP OVER THE LENGTH OF THE INSTALLATION. A MINIMUM OF ONE FOOT UPSTREAM APRON AND TWO FOOT DOWNSTREAM APRON ARE REQUIRED FOR INSTALLATION. SUBSEQUENT, DOWNSLOPE ROWS OF LOGS SHOULD BE SPACED APPROPRIATELY FOR SITE CONDITIONS TO MINIMIZE ACCELERATION OF FLOW. FURTHER, LOG SEAMS ARE TO BE OFFSET TO ENSURE CONTINUOUS FILTRATION. FIGURE A AND FIGURE C PRESENT A SCHEMATIC OF A CHANNEL INSTALLATION.

DRAIN FILTER INSTALLATION

SURROUND DRAIN INLET TO BE PROTECTED WITH LOG, ENSURING SEAMS ARE OVERLAPPING TO MINIMIZE FLOW CIRCUMVENTING LOG. SECURE LOGS TO GROUND SURFACE ENSURING THE LOG REMAINS IN INITIMATE CONTACT WITH THE GROUND SURFACE OVER THE ENTIRE INSTALLATION. PROVIDE RECP APRON SECURED TO THE GROUND SURFACE BETWEEN DRAIN AND LOG.

NOTES

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Manufactured by:
Agri Drain CORPORATION

PO Box 458 · 1462 340th Street · Adair, Iowa 50002
Phone: 1-800-232-4742 · Fax: 1-800-282-3353
www.agridrain.com · email: info@agridrain.com

Inline Water Level Control Structure™

- Available in manual or automatic.
- Structures are not pressure rated.
- Structures are intended for gravity flow: Low pressure and some seepage may occur.
- Constructed of rugged ½" PVC with lockable plastic lid.
- Stainless steel screws and custom anodized aluminum corner extrusions used for strength and durability.
- Flexible couplers allow PVC, plastic pipe, or other materials to be easily attached. *(Please specify type of pipe when ordering.)*
- Stoplogs made of PVC in 5" and 7" heights for adjustability. (Maintenance of stoplogs is recommended: Remove stoplogs and grease the seal with Lubriplate Grease.* Ensure there is no debris in the tracks or along the bottom of the structure. Replace stoplogs after greasing.)
- ***Important!*** To minimize seepage, align stoplogs firmly against one side of the stoplog track.
- There is a 5-year warranty on all standard structures.
- Customized or special orders will carry a 1-year warranty on workmanship and material and are nonreturnable

*One tube of Lubriplate Grease is included with each structure.



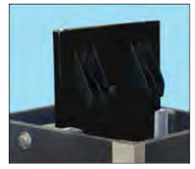
US Patent No. 6,715,508 B2
US Patent No. 6,786,234 B2
Canadian Patent No. 2,403,456
Canadian Patent No. 2,466,976

Inline Water Level Control Structure™			
Pipe Size	Available Heights	Width	Depth
4"	2' - 12'	8"	10"
6"	2' - 12'	8"	10"
8"	2' - 12'	11 5/8"	12"
10"	2' - 12'	14"	16"
12"	2' - 12'	16"	20"
15"	2' - 12'	20"	24"
18"	2' - 12'	24"	28"
24"	3' - 10'	31"	39"

Comes with a handle to install and remove stoplogs.



Stoplog seal ensures a tight fit to prevent leakage.



Lubriplate Grease

- Recommended for lubricating the seal on the stoplogs in our Water Level Control Structures. (One 10-oz. tube is included with each structure purchased.)
- Available in a 10-oz. tube.



Rugged injection molded stoplogs used in structures with 4", 6", 8", 10", and 12" pipe sizes.



Stoplog Retainer

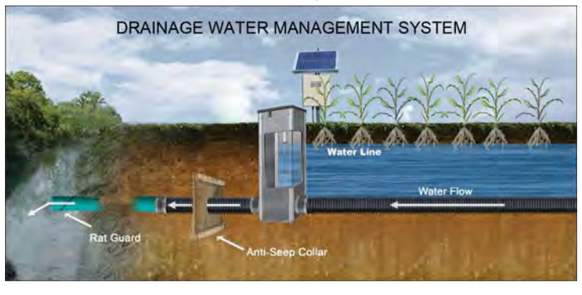
Hold extra stoplogs up & out of the way!

- Stainless steel retainer hooks to lowest stoplog that you want to hold up within your Inline Water Level Control Structure™.
- 10' of 3/16" nylon rope (included) attaches to the retainer and secures to the inner brace bar near the top of the structure.





PVC stoplogs with stainless steel lifting hooks used in structures with 15", 18", and 24" pipe sizes.



INLINE WATER CONTROL STRUCTURE

General Engineering Company
P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
608-742-2169 (Office) • 608-742-2592 (Fax)
www.generalengineering.net

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MISCELLANEOUS DETAILS
SBERNA RECREATIONAL POND
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

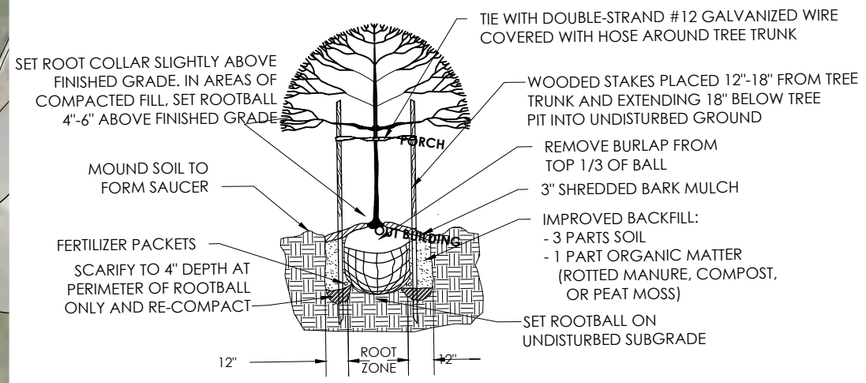
NO.	BY	DATE	REVISIONS

N W E S
0 X
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C6.2

G:\Current Files R-Z\Wisconsin Lake and Pond\01-26000-078 Ryan Sberna Pond Development\01-26000-078 Pond Development\CAD 01-26000-078\2_CIVIL\Production Drawings\1_Bid Plan Sets\1-C6.0-MISC DT-01-26000-078.dwg, 6/15/2026 3:02:28 PM, ANSI full bleed B (17.00 x 11.00 Inches), 1:1

PRELIMINARY NOT FOR CONSTRUCTION



SHADE TREE PLANTING DETAIL

PROPOSED PLANTINGS					
TREE SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	QA	QUERCUS ALBA	WHITE OAK	2.5" CALIPER	4
	MRU	ACER RUBRUM 'RED SUNSET'	RED SUNSET RED MAPLE	2.5 CALIPER	5
	WP	PINUS STROBUS	EASTERN WHITE PINE	6-8' HEIGHT B&B	18
	NSP	PICEA ABIES	NORWAY SPRUCE	6-8' HEIGHT B&B	20

EX. EDGE OF WETLANDS
APPROXIMATE EDGE OF CREEK
ORDINARY HIGH WATER MARK (O.H.W.M)
1 QA
EXISTING EVERGREEN TREES TO REMAIN
1 MRU
3 WP
2 NSP
EXISTING EVERGREEN TREES TO REMAIN
3 MRU
3 NSP
2 WP
3 WP
2 NSP
3 NSP
2 WP
2 WP
3 NSP
EX. PROPERTY LINE

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LANDSCAPE SITE PLAN
SBERNA RECREATIONAL POND DEVELOPMENT
RYAN SBERNA
TOWN OF CEDARBURG
OZAUKEE COUNTY, WI

REVISIONS	NO.	BY	DATE
REVISION	1	JLM	06/17/2026

0 40
SCALE

DRAWN BY	JLM
REVIEWED BY	BRB
ISSUE DATE	06/17/2026
GEC FILE NO.	01-26000-078
SHEET NO.	C7.0

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LAND AND WATER MANAGEMENT DEPARTMENT

PERMIT # SLP0475

SHORELAND PERMIT

This permit has been issued to Ryan Sberna

For proposed outbuilding & Proposed Pond
(project description)

With Conditions as seen on approval letter

Location _____
(lot, block, subdivision, CSM)

156 Green Bay Rd Town of Cedarburg
(site address)

In the SW ¼ of the SE ¼ of Section 35 in Township 10 N-Range 21 E

Parcel Key # 03-050-0020.006 Date of Issue 4/30/2026

This permit expires 4/30/2028 Nicholas Mikkelson
(Ozaukee County Zoning Agent)

Changes to the approved project must be reported to the
Ozaukee County Land and Water Management Department.
This permit may be revoked if any information in the application is found to be misrepresented,
or for failure to report changes to the project or change of ownership.

POST ON PREMISES IN PLAIN VIEW

121 W. Main Street, P.O. Box 994, Port Washington, WI 53074
Phone: (262) 284-8313

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Southeast Region Headquarters
1027 W Saint Paul Ave
Milwaukee, WI 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 414-263-8500
Toll Free 1-888-936-7463
TTY Access via relay - 711

July 15, 2026

Sberna Ryan
Ryan Sberna
156 Green Bay Rd
Cedarburg WI 53012
Via email: ryans@eepowersolutions.com

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff

Permittee Name: Ryan Sberna
Site Name: Sberna Recreational Pond
FIN: 105717

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on June 16, 2026, for the Sberna Recreational Pond site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is July 15, 2026. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site: **http://dnr.wi.gov/topic/stormwater/construction/forms.html**

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. Construction dewatering discharges from an area subject to remedial action operations or from an area containing contamination that would be subject to remedial action operations are not eligible for coverage under this permit (section 1.1.2.3). Discharges may be eligible for coverage under the Contaminated Groundwater from Remedial Action Operations General Permit (WI-0046566-07-0).

3. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

a. Date, time, and exact place of inspection;
b. Name(s) of individual(s) performing inspection;
c. An assessment of the condition of erosion and sediment controls;
d. A description of any erosion and sediment control implementation and maintenance performed;
e. A description of the site's present phase of construction.

4. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

5. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Trent Thurston at (414) 640-9135.

Sincerely,

Trent Thurston

Trent Thurston
Southeast Region
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage

CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at

1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 105717

Site Name: Sberna Recreational Pond

Address/Location: 156 Greenbay Rd Town of CEDARBURG

Additional Information:

Landowner: Ryan Sberna

Landowner's Contact Person: Sberna Ryan

Contact Telephone Number: (414) 877-2040

Permit Start Date: July 15, 2026

By: Trent Thurston

WDNR Publication # WT-813 (10/11)

TOWN of CEDARBURG

Preserving Yesterday's Heritage for Tomorrow.

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

ORDINANCE NO. 2026-5

An Ordinance to Amend § 320-118. Ponds., under Chapter 320 the Zoning Code of the Town of Cedarburg, Ozaukee County, Wisconsin.

WHEREAS, the Town of Cedarburg is a body corporate and politic; and

WHEREAS, the Town currently regulates ponds under Chapter 320: Zoning of the Town Code; and

WHEREAS, the Town Board directed staff to refer the topic to the Plan Commission for consideration, possible work and recommendations to the Town Board regarding ponds; and

WHEREAS, all notices required by Town Code and State Statutes have been published and a public hearing was held before the Town Board of Supervisors on April 1, 2026; and

WHEREAS, the Plan Commission of the Town of Cedarburg, by a majority vote of the entire Commission, has recommended the Town Board adopt the following amendments to § 320-118. Ponds.; and

WHEREAS, the Town Board has determined that such amendments will promote the public health, safety, welfare and comfort of the general public and the Town, and has directed that the Zoning Ordinances of the Town of Cedarburg be amended accordingly.

NOW, THEREFORE, BE IT ORDAINED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, that § 320-118. Ponds., under Chapter 320 the Zoning Code of the Town of Cedarburg is hereby amended to read as follows:

(The text modified with a strikethrough shall be deleted).
(The text modified with an underline shall be added).

§ 320-118. Ponds.

[Amended 3-3-1999 by Ord. No. 1999-4; 2-5-2003 by Ord. No. 2003-1]

A. Authority. This ordinance is adopted pursuant to authority conferred by Chapter 60, Wis. Stats, and the Town Board exercising village powers by Ch. 61, Wis. Stats.

~~A.~~ B. Pond Permit. No pond shall be constructed, altered or extended in any zoning district unless a Town of Cedarburg permit is obtained and posted. Except as otherwise provided herein for shared ponds, man-made ~~P~~ ponds will not be permitted within 25 feet of any lot line or within 50 feet of a bicycle path. Native plantings may be required around any side of a pond that is within 100 feet of a public bicycle path. ~~P~~A pond permit~~s~~ from the Town shall not be required for the following:

(1) Wildlife ponds/wetland scrapes constructed with the assistance and approval of the Wisconsin Department of Natural Resources or the Ozaukee County Land and Water Conservation Department and which are located at least 100 feet from a property line; and

(2) Landscape ponds or ground depressions less than 1,000 square feet in area, less than three feet in depth and greater than 25 feet from a property line or 50 feet from a bicycle path.
(3) Storm water ponds approved by the Town in connection with a required stormwater retention or drainage plan for a land division, subdivision, or site plan development.

C.~~B.~~ Lot area. Ponds shall be considered a special accessory use and shall not be limited to any given yard but shall not occupy more than 1~~0~~5% of the total lot area, nor more than 5 acres in total size per individual pond.

D~~C.~~ Hearing. A public hearing shall be held by the Plan Commission ~~Town Board~~ before any permit is issued. A Class 2 legal notice shall be published in the qualified newspaper, and at least 10 days prior to the hearing ~~and~~ a notices sent to owners of record of property within 1,000 feet of the proposed pond or pond to be altered or extended. The Plan Commission and Town Board should take into consideration citizen input at the hearing. The Town Board shall also take into consideration ~~as well as written~~ recommendations from the Plan Commission before arriving at a decision whether to grant a permit for the pond. In the event that the property situated within the one-thousand-foot area is owned entirely by a single property owner, then notice shall be given to the next adjacent property owner so that at least two property owners in each cardinal direction are provided notice of the hearing.
[Amended 10-4-2006 by Ord. No. 2006-11]

E~~D.~~ Site plan. Plans for the proposed pond shall be submitted with the application for a pond permit to assist the Town Board and Plan Commission in their determinations. The plans shall consist, as a minimum, of a plan view and a typical cross section of the proposed pond. Any new pond or enlargement of any pond resulting in a total pond size of 1 acre or greater shall require plans prepared by a State of Wisconsin licensed civil engineer. The plans shall address seepage, liners, landscaping, subsidence, embankment strength, surface water drainage in the pool area, erosion control and be certified by the engineer. The plan view shall include the configuration of the pond with dimensions and maximum depth areas, distances to property lines, drainage easements, structures, outlet structures, septic systems, spoil locations, proposed overflow spillway, proposed landscaping and any other information that may help the Town Board and the Plan Commission evaluate the pond. The typical cross section shall identify the bank and bottom slopes, maximum depth, outlet and/or overflow structures with elevations and normal water level elevation. A description of the soil type(s) and hydraulic conditions at the site shall be provided to determine the feasibility of a pond. ~~The limits of the proposed pond shall be field staked for review by the Town Board and Plan Commission.~~

F~~E.~~ Fees. A fee as set by the Town Board as part of the annual fee schedule shall be submitted with the permit application to help defray the cost of processing the application and the cost of the public hearing. The applicant is also responsible for reimbursement to the Town for all professional services fees and costs, geotechnical and other study costs, fees and other expenses incurred by the Town as part of the pond permit application.

G~~F.~~ Construction and maintenance. Location, construction and maintenance of the pond shall be in accordance with the Town permit and regulations and shall also meet state and county rules and regulations. An as-built survey must be provided to the Town upon completion of construction for the Town Engineer or Director of Public Works to verify construction compliance with the approved plans.

H.G. ~~-~~Shared ponds. The Plan Commission and Town Board shall review pond permit applications for ponds proposed to cross lot lines on an individual basis.
[Amended 11-7-2001 by Ord. No. 2001-17]

(The above text modified with a strikethrough shall be deleted).
(The above text modified with an underline shall be added).

This ordinance shall be in full force and effect upon its passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 1st day of April, 2026.

David M. Salvaggio
Town Chairman

Sara Jacoby
Assistant Administrator/Clerk

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: July 30, 2026

TO: Eric Ryer, Administrator, Town of Cedarburg

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

RE: Sberna Recreational Pond
Engineering Review

Mr. Ryer,

The Town received a pond permit application, along with an Erosion Control Permit application and a Stormwater Management Application for the above-referenced pond project. In support of these applications the applicant provided engineering drawings, stormwater management plan/report and erosion control plan/report. At the July 15th Plan Commission meeting the Commission recommended approval of these items to the Town Board, subject to the engineering review comments below. In advance of the August 3rd Board meeting we are providing the following updates. If items are stricken, these items have been completed addressed or are not relevant. Items in red are remaining items that can be addressed prior to construction.

General Comments/Clarifications/Understanding

1. ~~The project itself has no wetlands or floodplain impacts. There were no wetlands found on site and although the project is within a floodway, there are no restrictions for grading of a pond within this floodway (located within Zone X on floodplain mapping and no permitting required).~~
2. The applicant shall procure the following permits and forward to the Town prior to any construction commencing. Any and all Town approvals will be contingent upon receipt of these permits.
    a. Notice of Intent from Wisconsin DNR (greater than 1 acre of disturbance)
    b. Chapter 30 Permit from DNR (working within 500' of a navigable waterway). Note the applicant already recognized this and said this permit is required.
    c. A shoreland zoning permit from the County has already been obtained and provided.
3. ~~Prior to any Plan Commission recommendation or permit issuance, a public hearing will be held at the plan commission meeting. The plan commission will consider citizen input as part of the decision making process.~~
4. ~~A stormwater management application was submitted, per code, since there is more than one acre of disturbance. Within the stormwater management plan, there was a stormwater maintenance agreement. The pond is purely a recreation (swimming) pond. No impervious area was added, and the construction of the pond includes swales to be constructed around the pond, so no stormwater will flow into the pond, beyond the water that falls on the pond. Stormwater calculations were provided to show that no additional flows from this site would be generated and there would be no impact on any surrounding properties. In addition, with no new impervious areas, there will be no need for water quality requirements (TSS removals). Upon completing all of the requirements of the Pond and Erosion Control applications, I would recommend that no further Town Maintenance or inspections would be required, and thus the included stormwater maintenance agreement does not need to be executed or recorded.~~
5. ~~As part of the project, spoils from the pond construction are being kept on-site and an existing berm is being extended and a new berm constructed. However, these are less than 4' in height and no berm permit is required.~~

Pond Permit/Plan

1. ~~The location of the pond meets all location requirements being located greater than 25' from any lot line (closest lot line to the south is about 104').~~
2. ~~The pond meets the size requirements of being less than 15% of the total lot area (pond is about 2.74% of the total site area).~~
3. ~~As noted, there are wetlands and a C-1 Conservancy on the property, but the pond does not fall within any wetland on the property and is located outside the conservancy district.~~
4. ~~The pond is being constructed such that no earthen embankment is required to hold any of the pond water. It is being constructed into native soils.~~
5. ~~Surface water is being maintained by a flow control device.~~
6. ~~It is not shown how the pond will be filled; the applicant will be required to add how the pond is filled as part of the construction sequence, including the flow rates anticipated to fill the pond. This should also be addressed at the Plan Commission meeting.~~ This item was explained at the plan commission meeting and notes should be added to the final plan prior to construction.

Erosion Control Permit/Plan

1. ~~Ditch checks were provided along the south swale, however ditch checks should also be shown along the north swales. A minimum of one ditch check for each swale and provide a ditch check towards the end of the swale outfall.~~
2. ~~The construction sequence should clearly state that the tracking pad should be maintained and the contractor is required to sweep/clean the adjacent Green Bay Road at the end of each day and/or as directed by the Town. The final plan~~
3. ~~Silt fence and silt logs are located on all downstream locations of the project.~~

We recommend that the Town Board approve the pond permit, conditioned upon the items above including the securing of the subject permits and providing a final released for construction plan prior to construction. If you have any questions or comments, please contact me at (262) 317-3305 or by email at troy.hartjes@rasmith.com.

Meeting Date: 8/3/26
Agenda Item: # 11c

TOWN BOARD OF SUPERVISORS MEMORANDUM

TO:	David Salvaggio, Chairman Town Board
FROM:	Eric Ryer, Administrator
MEMO WRITTEN:	July 27, 2026
SUBJECT:	**Agenda Item # 11c:** Discussion and possible motion regarding the proposed 2027 Cedarburg Fire Department budget and staffing*

BACKGROUND

The 10-year shared services agreement with the City of Cedarburg establishes the Chief makes a presentation to the Town Board and Common Council at each of their respective first meetings of August annually, where the elected bodies approve the budget figures for the Town and City to include in our respective budgets. Ahead of this Board meeting, the Joint Fire & EMS Committee met on July 22nd, where the Committee reviewed and unanimously recommended approval of the attached draft 2027 budget and staffing changes. Proposed staffing changes are color coded in the attached staffing plan, which the Chief can speak to at the meeting.

The total Town contribution for 2027 is budgeted at $744,472. Of note is now that Cedarburg has its own paramedic license, there is no funding contribution toward the paramedic oversight agreement with the Southern Ozaukee Fire Department in 2027. The agreement calls for the Town to make two equal payments to the City in June and December annually (the approved budgeted amount). The Town tax levy amount matches the amount under the plan adopted as part of the referendum and Shared Services agreement. The intent is to hold the tax levy contributions from the Town and City at 2028 levels throughout the entire 10-year agreement period, with higher than anticipated EMS revenues covering increased operating costs in years 2029-2033.

The Chief will provide a summary of the annual presentation, answer questions related to the proposed budget and staffing plan. EMS revenues are budgeted to cover the next ambulance purchase in 2027, and Fireman's Inc. Park will continue to make donations to fund other equipment purchases so long as funding is sufficient. It was explained at the Joint Fire & EMS Committee meeting that future heavy truck purchases will likely need to be planned for through borrowing due to increasing equipment costs and declining fundraising. Those purchases are currently scheduled for 2030 (ladder truck), 2034 (engine), and 2038 (engine/tender). See the attached Capital Plan that follows recommendations in the Fleet Study, going out to 2040. The Town will be advised on any future related financing by Ehlers.

REQUESTED ACTION

Staff requests the Board receive the annual report from the Chief (item #8c), discuss the proposed budget and staffing, and consider a motion approving the proposed 2027 budget and staffing for inclusion in the Town budget.

ATTACHMENTS

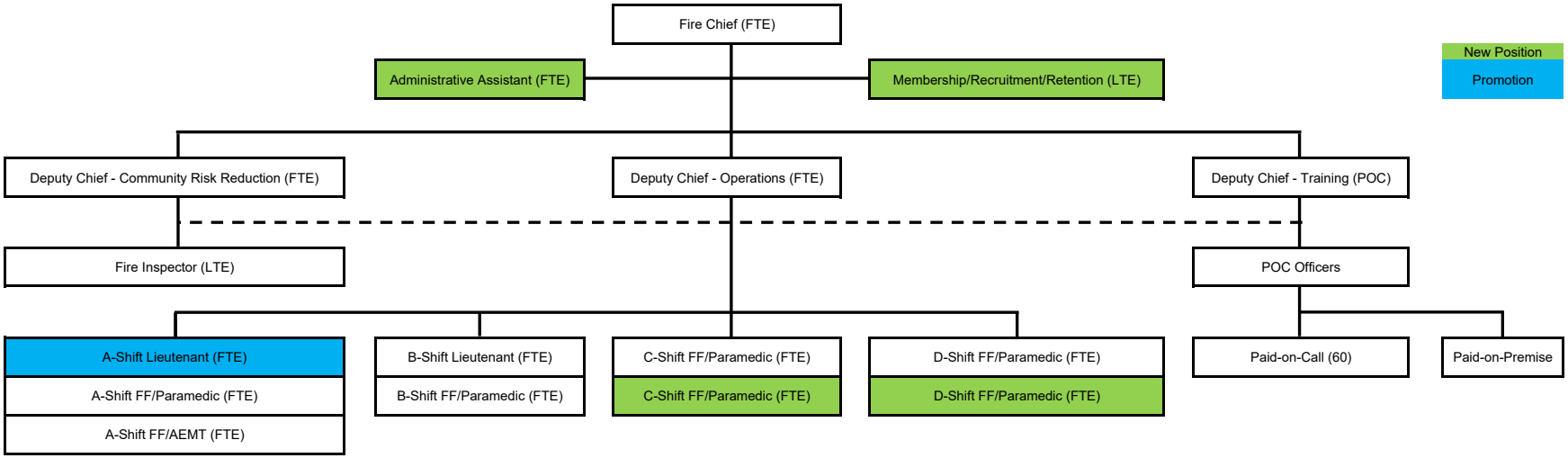
I. Draft 2027 budget and staffing plan
II. Capital Plan
III. Fund Balance information and report from the July 22nd Joint Fire & EMS meeting

GL Number	Description	2026 Amended Budget	2026 Activity	2027 Dept Requested
Fund: 270 FIRE DEPT & EMS				
Account Category: Estimated Revenues				
411111	REAL ESTATE TAXES	1,245,736.00	1,245,736.00	1,354,406.00
411112	CITY ARPA FUNDS	0.00	0.00	0.00
435100	STATE SHARED REVENUES	0.00	0.00	0.00
435101	FIRE INSURANCE DUES	103,047.00	100,235.30	104,077.00
435201	STATE GRANT - FD SAFETY	3,400.00	0.00	3,434.00
435400	STATE GRANT FIRE CARES ACT	0.00	0.00	0.00
435401	GRANT	0.00	0.00	0.00
435402	FAP GRANT	0.00	0.00	0.00
435403	GRANT REVENUES	0.00	0.00	0.00
441130	FIRE INSPECTION FEE	32,000.00	13,312.00	32,320.00
462146	EMS TRANSPORTS BILLING	1,400,000.00	248,967.36	1,414,000.00
462147	INSURANCE WRITE-DOWNS/WRITE-OFF/	(925,000.00)	0.00	(934,250.00)
473406	UNIFORMS	500.00	749.00	505.00
473407	FIRE-OPERATING EXP-TOWN	684,741.00	342,370.50	744,472.00
473408	FIRE/EMS DISPATCHING	0.00	0.00	0.00
473409	EMERGENCY MNGMT-TOWN	0.00	0.00	0.00
473450	TOWN ARPA FUNDS	0.00	0.00	0.00
481100	INVESTMENT INCOME	40,000.00	29,670.22	0.00
481120	FD INVESTMENT INCOME	0.00	0.00	0.00
483315	SALE OF CITY PROPERTY	0.00	1,776.26	0.00
483320	FD EQUIPMENT SALES	0.00	0.00	0.00
485551	DONATIONS - FD	0.00	160.00	0.00
485650	CONTRIB OF EMS ASSETS	0.00	0.00	0.00
486000	MISCELLANEOUS REVENUE	0.00	665.00	0.00
486005	EVENT REVENUE	10,000.00	5,637.12	10,100.00
487000	CHANGE IN MARKET VALUE	0.00	(8,789.11)	0.00
Estimated Revenues		2,594,424.00	1,980,489.65	2,729,064.00
Account Category: Appropriations				
500111	SALARIES	1,027,269.00	434,104.69	1,226,177.00
500112	OVERTIME	30,000.00	19,105.30	35,000.00
500121	PART TIME SALARIES	218,942.00	98,215.90	235,000.00
500125	PART TIME SALARIES/SEASONAL	0.00	0.00	0.00
500151	FICA	97,630.00	42,659.84	114,422.00
500152	RETIREMENT	153,849.00	88,702.36	181,882.00
500154	HEALTH INSURANCE	243,311.00	70,954.56	259,016.00
500155	LIFE INSURANCE	78.00	46.52	142.00
500165	WORKERS COMP INS	38,680.00	34,269.00	43,723.00
500210	PROFESSIONAL SERVICES	46,000.00	24,320.81	50,000.00
500212	ATTORNEY/CONSULTANT	4,000.00	269.50	3,000.00
500222	ELECTRIC	20,000.00	11,342.77	20,000.00
500223	MARKETING	5,000.00	2,574.00	5,000.00
500224	NATURAL GAS	13,000.00	11,083.87	13,000.00
500225	TELEPHONE/COMMUNICATIONS	30,000.00	19,751.22	42,000.00
500226	WATER SERVICE	7,500.00	2,658.67	6,000.00
500230	GROUNDS MAINTENANCE	500.00	995.16	2,000.00
500235	OPERATING EXPENSES	12,000.00	1,245.80	12,000.00
500240	REPAIR AND MAINTENANCE	77,000.00	92,156.53	90,000.00
500290	MAINT/CONTRACTED SERVICES	7,000.00	3,143.93	7,000.00
500310	OFFICE SUPPLIES	6,500.00	3,356.27	7,000.00
500315	POSTAGE	200.00	196.61	400.00
500320	PROF PUBLICATIONS AND DUES	2,000.00	695.62	1,500.00
500329	EMPLOYEE RELATIONS	0.00	777.63	18,000.00
500330	TRAVEL & TRAINING	45,000.00	21,784.89	45,000.00
500333	COUNTY FUNDED ARPA EXPENDITURES	0.00	0.00	0.00
500346	UNIFORMS	10,000.00	8,519.27	17,000.00
500347	SUPPLIES AND EXPENSES	58,000.00	40,845.15	75,000.00
500350	OPERATING SUPPLIES	65,000.00	39,233.45	57,000.00
500351	GAS AND OIL EXPENSE	24,000.00	8,896.64	20,000.00
500380	EQUIPMENT/CAPITAL OUTLAY	40,000.00	17,714.34	50,000.00
500382	TECHNOLOGY	32,940.00	14,389.79	32,000.00
500390	OTHER EXPENSES	25,000.00	15,292.97	25,000.00
500392	REFUNDS - EMS BILLING	5,000.00	2,827.40	6,000.00
500396	EMS - FLEX GRANT EXPENSES	0.00	0.00	0.00
500397	EMS - FAP GRANT EXPENSES	0.00	19,951.14	0.00
500399	TOWN FUND BALANCE PAYMENT	0.00	0.00	0.00
500400	EMS EQUIPMENT	20,000.00	9,895.20	20,000.00
500401	EMS-CITY ADMINISTRATIVE FEES	18,914.00	0.00	19,482.00
500402	EMS-PARAMEDIC OVERSIGHT FEE	75,000.00	43,750.00	0.00

GL Number	Description	2026 Amended Budget	2026 Activity	2027 Dept Requested
Fund: 270 FIRE DEPT & EMS				
Account Category: Appropriations				
500405	HR TRANSFER	22,220.00	18,914.00	23,500.00
500510	PROPERTY INSURANCE	59,730.00	55,464.44	60,327.00
500512	LIABILITY INSURANCE	7,679.00	7,485.00	7,756.00
500701	TRANSFER TO GENERAL FUND	0.00	0.00	0.00
500707	TRANSFER TO FD & EMS FUND	0.00	0.00	0.00
500708	TRANSFER TO REFERENDUM FUND	0.00	0.00	0.00
500940	TRANSFER TO CAPITAL IMP FUND	15,000.00	0.00	86,000.00
Appropriations		2,563,942.00	1,287,590.24	2,916,327.00
Fund 270 - FIRE DEPT & EMS:				
TOTAL ESTIMATED REVENUES		2,594,424.00	1,980,489.65	2,729,064.00
TOTAL APPROPRIATIONS		2,563,942.00	1,287,590.24	2,916,327.00
NET OF REVENUES & APPROPRIATIONS:		30,482.00	692,899.41	(187,263.00)
BEG. FUND BALANCE - ALL FUNDS		2,170,838.24	2,170,838.24	2,170,838.24
END FUND BALANCE - ALL FUNDS		2,201,320.24	2,863,737.65	1,983,575.24

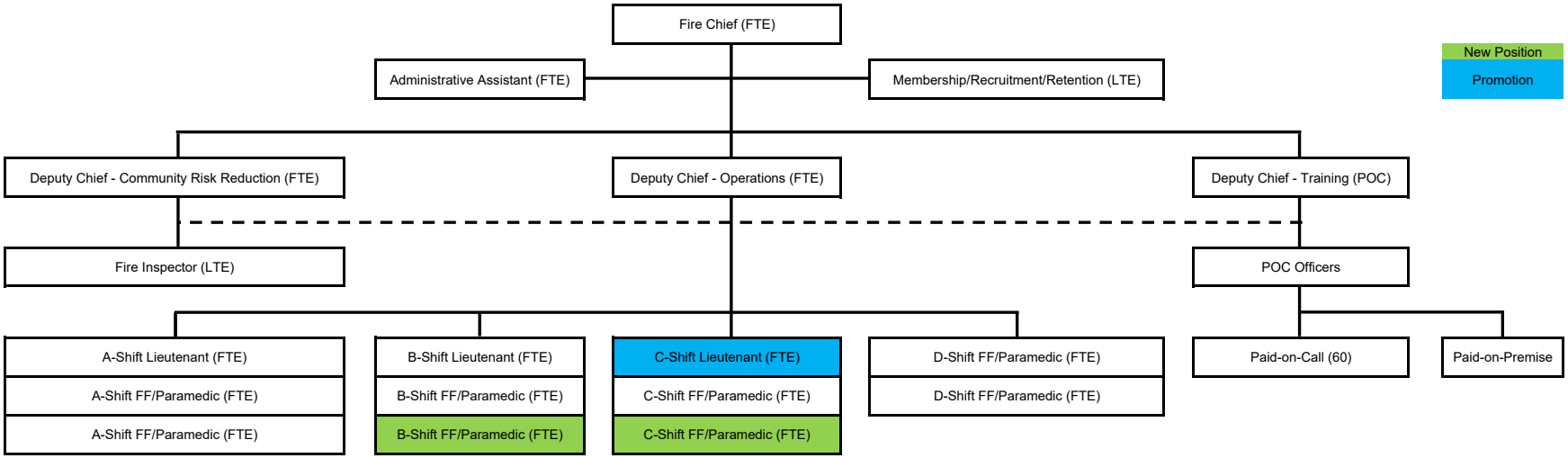
Cedarburg Fire Department - Organizational Chart

2026



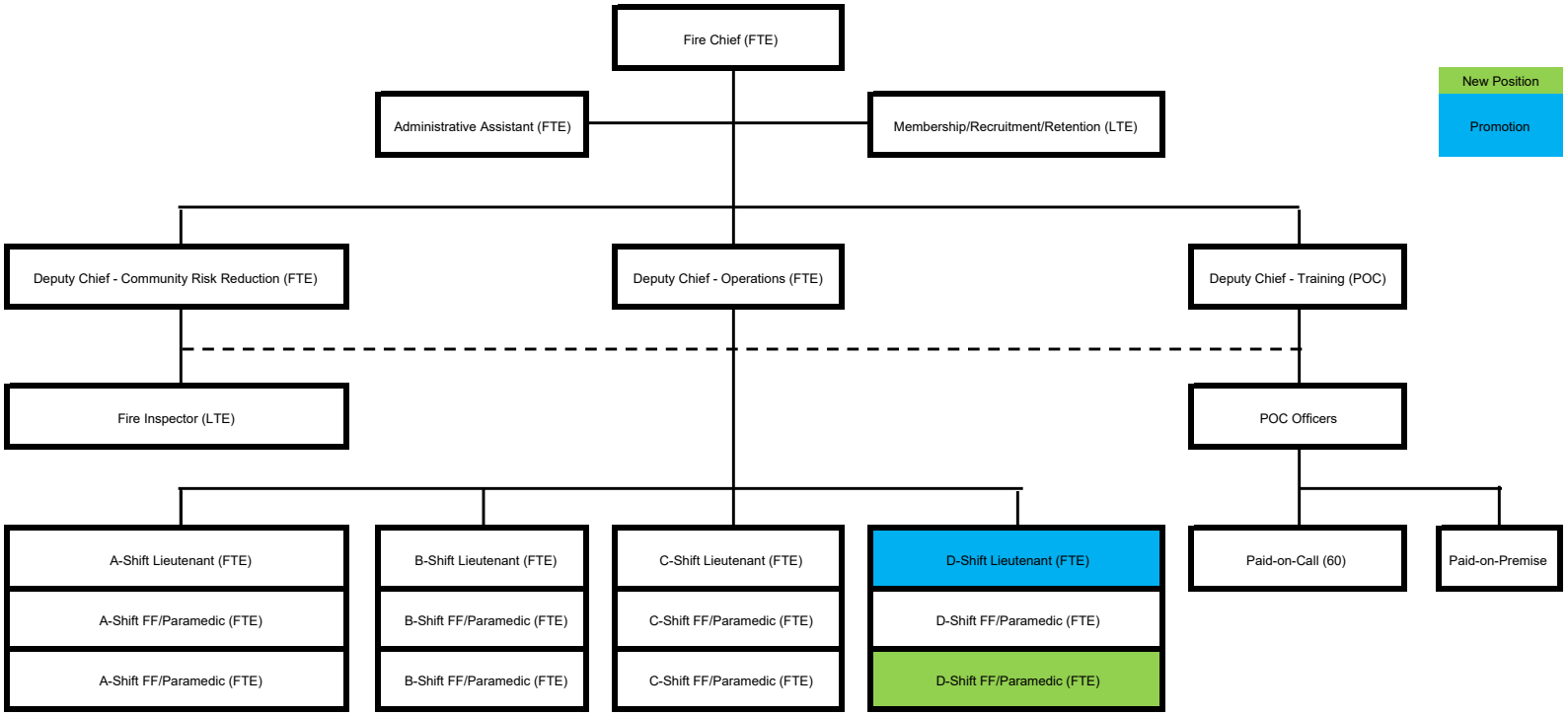
Cedarburg Fire Department - Organizational Chart

2027



Cedarburg Fire Department - Organizational Chart

2028



Capital Budget
07-08-26

2027

$450,000 New ambo 151	Truck replacement fund
$45,000 Replace heart monitor	Fund balance
$25,000 Fire/Dive equipment	Fund balance
$7,400 Replace 1 walk-in door St.#3	Property tax
$8,700 Paint St. #3	Property tax

2028

$100,000 Replace utility 169	Corporation
$50,000 Partial refurb of engine 163	Fund balance
$7,500 replace walk-in door St.#3	Property tax
$25,000 Fire/Dive equipment	

2029

$400,000 New SCBA	Fund balance
$35,000 Partial refurb of engine 162	Fund balance
$450,000 Replace ambulance 152	Truck replacement fund
$47,000 Replace heart monitor	Fund balance
$7,600 replace walk-in door St.#3	Property tax

2030

3 million Replace truck 159	Property tax
$100,000 Replace utility 154	Corporation

2031

$50,000 Refurb Tender 164	Fund balance

2032

2033

$300,000 Re-chassis ambulance 150	Truck replacement fund
$50,000 replace heart monitor	Fund balance

2034

1.8 million Replace engine 162	Property tax
$100,000 Replace utility 155	Corporation

2035

$80,000 Replace utility 156	Corporation

2036

$300,000 Re-chassis ambo 151	Truck replacement fund
$55,000 replace heart monitor	Fund balance

2037

$100,000 Replace command car 168	Corporation

2038

$2 Million Replace engine 161 & Tender 164 with engine/tender	Truck replacement fund
$60,000 Replace UTV 160	Truck replacement fund

2039

2040

$350,000 Re-chassis ambo 152	Truck replacement fund
$60,000 replace heart monitor	Fund balance

ATTACHMENT III.

Current City of Cedarburg Referendum Fund Balance: $1,489,209
Current Town of Cedarburg Referendum Fund Balance: $709,616
Current Capital Equipment Fund Balance (Future Ambulance Purchase): $457,000
Operating Fund Balance: For 2027, the department requests appropriations exceeding revenues by $187,263, resulting in a projected decrease in fund balance to $1,983,575 by year-end 2027 (down from $2,201,320 at end of 2026). The operational fund balance remains high. This does not include both the City and Town referendum fund balances or the capital fund balance, nor donations from Fireman's Inc.

2025 Year-end increase to Fund Balance: $220,335.46
City Share: 64.37% = $141,829.93
Town Share: 35.63% = $78,505.53 (these funds were deposited into the Town Fire & EMS Special Revenue account for future years operating expenses)

CITY OF CEDARBURG

MEETING DATE: July 22, 2026 **ITEM NO:** A.

TITLE:
Discussion and possible action on the 2027 Budget

ISSUE SUMMARY:
2027 Fire Department Budget Summary
Key Financial Highlights:

- **Estimated Revenues:** $2,729,064 (up from $2,594,424 in 2026)
    - Largest sources: Real Estate Taxes ($1,354,406/$744,442), EMS Transport Billing ($1,414,000), Fire Insurance Dues ($104,077)
    - Modest increases in uniform and event revenues; state grants remain steady

- **Appropriations (Expenditures):** $2,916,327 (up from $2,563,942 in 2026)
    - **Personnel Costs:** Significant increases in salaries, overtime, part-time, FICA, retirement, and health insurance. Personnel increases are consistent with the approved organizational structure in 2025.
        - Salaries: $1,226,177 (up from $1,027,269)
        - Overtime: $35,000 (up from $30,000)
        - Part-time salaries: $235,000 (up from $218,942)
        - Health insurance: $259,016 (up from $243,311)

    - **Operating Expenses:** Notable increases in uniforms, supplies, repair/maintenance, and technology
        - Uniforms: $17,000 (up from $10,000) - Due to increase in personnel
        - Supplies/expenses: $75,000 (up from $58,000) - Increase due to required paramedic drug purchases. Previously paid by Southern Ozaukee as part of our paramedic intercept agreement. (There is a savings of $75,000 as we no longer need to pay Southern Ozaukee for Paramedic Service.)
        - Equipment/capital outlay: $50,000 (up from $40,000) - Additional dive equipment needed
        - Technology: $32,000 (slightly down from $32,940)

    - **Transfers:** $86,000 to Capital Improvement Fund (up from $15,000) - For future Ambulance purchase.

- **Net Position:** The department requests appropriations exceeding revenues by $187,263, resulting in a projected decrease in fund balance to $1,983,575 by year-end 2027 (down from $2,201,320 at end of 2026). The operational fund balance remains high. This does not include both the City and Town referendum fund balances or the capital fund balance. The

operational fund balance will help offset annual increases beyond the referendum amounts and assist in future equipment purchases.

Current City of Cedarburg Referendum Fund Balance: $1,489,209
Current Town of Cedarburg Referendum Fund Balance: $709,616
Current Capital Equipment Fund Balance (Future Ambulance Purchase): $457,000

- The budget reflects increased investment in personnel and equipment with a focus on maintaining operational readiness, supporting recruitment/retention and a continued increase in the level of service provided to our residents.

STAFF RECOMMENDATION:
Approve

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

BUDGETARY IMPACT:

ATTACHMENTS:
1. 2027 FD Budget
2. Approved FD Organization Chart 2025 - 2030

INITIATED/REQUESTED BY:
Jeff Vahsholtz

FOR MORE INFORMATION CONTACT:
Jeff Vahsholtz, Fire Chief
Mikko Hilvo, City Administrator

Agenda Date: 8/3/26
Agenda Item: # 11d

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Eric Ryer, Administrator
MEMO WRITTEN: July 29, 2026
MEMO SUBJECT: **Item # 11d:** Discussion and possible motion on Resolution 2026-7, "Approving Port Washington State Bank (hereafter "PWSB") loan for Municipal General Obligation Debt for financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects"*

BACKGROUND

At their July 10th meeting, the Finance Committee discussed identifying an amount to finance that would help fund future capital projects. This would then initiate financing to achieve the goal of maintaining capital investments along with a relatively stable levy. The Finance Committee directed staff to work with PWSB due to lower interest rates than the State Trust Fund loan program.

At their meeting on July 22nd, the Finance Committee unanimously recommended approval of financing by PWSB via resolution with the all-in total principal and interest ~$362,000.

PROJECTS

Now that an amount has been determined, staff is currently assembling a list of potential capital projects for review and recommendation to the Finance Committee at their September meeting.

ACTION REQUESTED

Staff requests the Board consider a motion to approve Resolution 2026-7, "Approving Port Washington State Bank (hereafter "PWSB") loan for Municipal General Obligation Debt for financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects."

ATTACHMENT

I. PWSB materials and draft Resolution 2026-7

eWORD

W. B. A.	204 (8/06)	11060

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RECOMMENDED PROCEDURES AND REQUIREMENTS FOR TOWN BORROWING ON A NOTE MATURING WITHIN 10 YEARS

(Attached forms should be used for "Town" borrowing)

Section 67.12(12) of the Wisconsin Statutes permits towns to borrow on a promissory note or notes, payable within a period not initially exceeding 10 years, for any public purpose (defined to mean the performance of any power or duty of the town), for any general and current municipal expense or to refinance any obligation of the town.

Such permitted borrowings are subject to the following terms and conditions which are covered by the attached WBA Forms 204A through 204I all of which must be suitably prepared, executed and delivered to the lender:

(1) To evidence the indebtedness, the town issues to the lender its interest-bearing note payable over an agreed period not exceeding 10 years following the date of issuance of the note. A "balloon" installment is permitted, but it is recommended that some portion of the principal amount be paid each year. The town may refinance the note. See (7) below.

(2) The note must be signed by the chairperson and town clerk and be sealed with the corporate seal of the town, if one has been adopted.

(3) The note is the general obligation of the town.

(4) Before any such loan is made, the town board must adopt (by majority vote) and record a resolution:

  (a) Specifying the purpose or purposes and the amount of the loan.

  (b) Specifying the payments, maturity and rate of interest. **(1)**

  (c) Levying a direct annual irrepealable tax sufficient to pay principal payments on the note, and interest as it becomes due and payable. The tax for each year after receipt of the borrowed money shall become and continue irrepealable and shall be carried into the tax rolls each year and shall be collected as other taxes are collected except that (i) if the note is paid prior to maturity, the still uncollected portions of the tax levied to provide repayment need not be carried into the tax roll; and (ii) the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account under Section 67.11 of the Wisconsin Statutes.

(5) The note must include a statement specifying the provisions of the authorizing resolution, or a reference thereto, so that the resolution can be readily located.

(6) The note may provide for prepayment on the terms and conditions prescribed therein.

(7) The town may refinance the note with the same lender or a different lender. More than one refinancing is permitted, but no refunding note may have a term of more than 10 years or mature more than 20 years after the date of the original note. If refinancing is required, all documentation must be redone with all required municipal authority and a new note issued only upon return of the note being refinanced.

(8) The debt limitation applicable to towns is 5% of the value of the taxable property located therein as equalized for state purposes. The Certificate of Full Equalized Value (WBA 204E) should be obtained and be presented as a part of the closing documents.

(9) The town is required by Section 67.05(12) of the Wisconsin Statutes to keep a separate record book concerning obligations issued by the town. The town clerk should include in that book a full statement of the proceedings relating to the issuance of the note(s).

(10) Since most borrowings which utilize these forms are expected to exceed one year in term, the Promissory Note provided (WBA 204D) is in fully-registered form. **NOTE:** The registration provisions contained in these forms impose on the town clerk the obligation to keep a record of the ownership of the note(s) and any subsequent transfers of the note(s). See Resolution (WBA 204B). These records must be kept in a separate record book maintained by the town clerk and also must be noted on the registration grid on the back of the note(s). See Promissory Note (WBA 204D).

CHECKLIST — 67.12(12) NOTES

1. Certificate — WBA Form 204A
2. Resolution — WBA Form 204B
3. Treasurer's Certificate — WBA Form 204C
4. Promissory Note — WBA Form 204D
5. Certificate of Full Equalized Value — WBA Form 204E
6. ~~Arbitrage Certificate — WBA Form 204F~~
7. Investment Representation — WBA Form 204G
8. Federal Tax Compliance Certificate — WBA Form 204H
9. Federal Information Returns — WBA Form 204I

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(1) Due to the complexities involved in a variable rate loan to a Municipality, these forms contemplate only fixed rate financing. However, variable rate loans are permitted by Section 67.15 of the Wisconsin Statutes.

CAUTION: It is recommended that lenders seek legal assistance in lending to municipalities as such loans can become complex. It is also recommended that lenders consult legal counsel regarding statutory or tax changes which may have occurred since the time these forms were prepared.

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CERTIFICATE

STATE OF WISCONSIN }
County of OZAUKEE } **ss.**

I, SARA JACOBY, do hereby certify to PORT WASHINGTON STATE BANK (NAME OF LENDER) and any other owner or owners of the note(s) as follows:

1. That I am the duly qualified and acting Clerk of the Town of Cedarburg, Ozaukee county, Wisconsin (hereinafter called the "Town") and that I was such at all of the times mentioned in this certificate.

2. That the following are all members-elect of the governing body of the Town, and were duly qualified and acting as such at all times mentioned in this certificate:

David Salvaggio Thomas Esser
Wayne Pipkorn
Russ Lauer
Larry Lechner

3. That the following named persons, whose authentic signatures are hereto subscribed, are the duly qualified and acting officers of the Town presently holding the offices set forth opposite their respective names below:

NAME	OFFICE	MANUAL SIGNATURE
David Salvaggio	Chairperson	
Sara Jacoby	Town Clerk	
Katie LeBlanc	Town Treasurer	

4. That there is no controversy or litigation pending or threatened affecting the corporate existence of the Town, its boundaries, the right or title to office of any of its officers, or in any manner affecting the due authorization or validity of the borrowings by the Town.

5. That at a duly-convened meeting of the Town Board of the Town, which is the governing body, held in open session at Town of Cedarburg Town Hall, Cedarburg, Wisconsin, at 7:00 o'clock, P.M., on the 3rd day of August, 2026 at which all five of the members-elect were present in person, a resolution authorizing the Town to borrow the sum of Three Hundred Forty-Four Thousand and 00\100 Dollars ($344,000.00) from Port Washington State Bank, Wisconsin pursuant to Section 67.12(12), Wisconsin Statutes, was duly adopted by the affirmative vote of ALL of the members present at the meeting; that said resolution has been duly recorded in the minutes and proceedings of said meeting and is in full force and effect on the date of this certificate; and that a true and correct copy of said resolution is attached hereto, marked Exhibit A and made a part hereof.

6. That there is attached hereto, marked Exhibit B and made a part hereof, a certificate of the Treasurer of the Town certifying that the aggregate indebtedness and obligations of all kinds of the Town outstanding on the date affixed to said certificate, including the note issue in support of which this certificate is executed, total $4,494,153.17 **(1)**; that I know said officer and saw him/her execute said certificate; and that the matters stated therein are true and complete.

7. That the value of all of the taxable property in the Town, as equalized for state purposes by the Wisconsin Department of Revenue, is $1,638,764,200.00 **(2)**.

IN WITNESS WHEREOF, I have executed this certificate in my official capacity to be effective this 12th day of August, 2026 **(3)**.

TOWN CLERK Sara Jacoby

Approved as correct:

CHAIRPERSON David Salvaggio

TOWN TREASURER Katie LeBlanc

(1) This aggregate indebtedness must not exceed the restrictions described in paragraph (8) of instruction sheet.
(2) See Certificate of Full Equalized Value (WBA 204E).
(3) This certificate should be dated on the date payment for the note is actually received.

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EXHIBIT A
RESOLUTION

(Adopted at an Open Meeting held August 3, 2026)

WHEREAS, the Town of Cedarburg, Ozaukee County, Wisconsin ("Town"), is presently in need of funds aggregating Three Hundred Forty-Four Thousand and 00/100 ($344,000.00) for public purpose(s) of: **(1)**

Capital Projects including roads, road sealing, bridges, and other general capital equipment and facility projects.

; and

WHEREAS, the Town Board deems it necessary and in the best interests of the Town that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of Three Hundred Forty-Four Thousand and 00/100 Dollars($344,000.00) be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the Town, by its Chairperson, and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from Port Washington State Bank, ("Lender"), the sum of $344,000.00, and, to evidence such indebtedness, said Chairperson and Clerk shall make, execute and deliver to the Lender for and on behalf of the Town the promissory note of the Town to be dated August 12, 2026, in said principal amount with interest at the rate of Five and Three Hundredths percent (5.03%) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

(a) ☒ **Single Payment.** In one payment on August 13, 2027, **PLUS** interest payable as set forth below.

(b) ☐ **Installments of Principal and Interest. (2)** In _____ equal payments of _____ due on _____, and on ☐ the same day(s) of each _____ ~~month~~ thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, **PLUS** a final payment of the unpaid balance and accrued interest due on _. All payments include principal and interest.

(c) ☐ **Installments of Principal.** In _____ equal payments of principal of $_____ due on _____, and on ☐ the same day(s) of each _____ month thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, **PLUS** a final payment of the unpaid principal due on _____, **PLUS** interest payable as set forth below.

(d) ☐ **Other.** _____.

Interest is payable on August 13, 2027, ~~and on ☐ the same day of each _____ month thereafter, ☐ every 7th day thereafter, ☐ every 14th day thereafter, and~~ at maturity, or, if box (b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of ☐ a 360 day year ☒ a 365 day year. **(2)**

Said interest to be payable on the dates set forth above on the outstanding principal balance, with ☐ no prepayment privileges ☒ prepayment privileges on any principal or interest payment date on or after September 1, 2026.

A copy of the promissory note shall be attached to this resolution.

---

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligation of the Town, so specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the Town, a direct annual irrepealable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: **(4)**

Amount of Tax (principal and interest)	**To Meet Note Payments Due On**	**Year of Levy (must be in year(s) prior to due date)**
$361,350.61	August 13, 2027	For the year 2026.
$		For the year .
$		For the year .
$		For the year .
$		For the year .
$		For the year .
$		For the year .
$		For the year .
$		For the year .
$		For the year .

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the Town then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the Town exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the Town for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the Town, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the Town may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated August 12, 2026," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the Town, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the Town shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the Town Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the Town Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Town Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. **(5)**

BE IT FURTHER RESOLVED, that the Town officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

---

(4) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.

(5) Delete this paragraph if the Town will be issuing more than $10,000,000 of tax-exempt obligations in the calendar year. In that case, banks will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

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EXHIBIT B — CERTIFICATE RESPECTING INDEBTEDNESS AND RECEIPT OF LOAN PROCEEDS

STATE OF WISCONSIN
County of OZAUKEE } **ss.**

The undersigned Treasurer of the Town of Cedarburg, Ozaukee, County, Wisconsin, hereby certifies that the total aggregate indebtedness and obligations of said Town, howsoever incurred, outstanding on the date hereof, including the Promissory Note dated August 12, 2026, in support of which this certificate is executed, is $4,494,153.17, determined as follows: **(1)**

(1) Note Dated 5/4/2022 with a current balance of $4,390,000 (Roads and Equipment)
(2) Note Dated 5/24/2022 with a current balance of $104,153.17 (Purchase of Land for Future Development)
(3) Note Dates 8/12/2026 (Note subject to current Borrowing) in the amount of $344,000.00 (Roads, road sealing, bridges, capital equipment and facility)

The undersigned further certifies that the lender of the borrowed funds evidenced by said note has paid the entire principal amount of said note, plus accrued interest (if any), in accordance with the terms of the resolution authorizing said note.

IN WITNESS WHEREOF, I have executed this certificate in my official capacity this 12th day of August, 2026. **(2)**

TOWN TREASURER Katie LeBlanc

(1) Here set forth in detail each item of outstanding indebtedness of the Town, including this note issue.
(2) This certificate should be dated on the date payment for the note is actually received and should be received by the lender simultaneously with its disbursement of funds.

eWORD

W. B. A.	204D (8/06)	11060

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Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

PROMISSORY NOTE

No. _____ Town of Cedarburg (NAME) $344,000.00

Dated August 12, 2026

1. Promise to Pay and Payment Schedule. For value received, the Town of Cedarburg, Ozaukee County, Wisconsin ("Town"), promises to pay to Port Washington State Bank, or registered assigns, ("Lender") the sum of Three Hundred Forty-Four Thousand and 00/100 Dollars($344,000.00), payable with interest at the rate of Five and Three Hundredths percent (5.03%) per annum as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

(a) ☒ **Single Payment.** In one payment on August 13, 2027, **PLUS** interest payable as set forth below.

(b) ☐ **Installments of Principal and Interest.** In _____ equal payments of $_____ due on _____, and on ☐ the same day(s) of each year ~~month~~ thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, **PLUS** a final payment of the unpaid balance and accrued interest due on _. All payments include principal and interest.

(c) ☐ **Installments of Principal.** In _____ equal payments of principal of $_____ due on _____, and on ☐ the same day(s) of each _____ month thereafter ☐ every 7th day thereafter ☐ every 14th day thereafter, **PLUS** a final payment of the unpaid principal due on _____, **PLUS** interest payable as set forth below.

(d) ☐ **Other.** _____

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the Town Treasurer.

2. Interest Payment. Interest is payable on August 13, 2027, ~~and on ☐ the same day of each _____ month thereafter, ☐ every 7th day thereafter, ☐ every 14th day thereafter, and~~ at maturity, or, if box 1(b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of ☐ a 360 day year ☒ a 365 day year.

3. Prepayment. Full or partial prepayment of this note ☐ is not permitted ☒ is permitted on any principal or interest payment date without penalty on or after September 1, 2026. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. Other Charges. If any payment (other than the final payment) is not made on or before the 5th day after its due date, Lender may collect a delinquency charge of 5.00% of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate ☒ which would otherwise be applicable plus 5.00 percentage points ☐ of _____% per year, computed computed on the basis of ☐ a 360 day year ☒ a 365 day year. Town agrees to pay a charge of $250.00 for each check presented for payment under this note which is returned unsatisfied.

5. Security. For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the Town are hereby irrevocably pledged.

6. Transferability. This note is transferable only upon the records of the Town kept for that purpose at the office of the Town Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the Town Clerk and upon such transfer being similarly noted hereon. The Town may deem and treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes.

7. Wisconsin Statutes; Authorization. This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Town Board duly adopted by the Board at its open meeting duly convened on August 3, 2026 which resolution is recorded in the official book of its minutes pertaining to said date.

8. Internal Revenue Code. This note has been designated by the Town as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended. **(1)**

9. Certifications and Recitations of Town. It is hereby certified and recited that all conditions, things and acts required by law to exist, to be or to be done prior to and in connection with the issuance of this note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Town, including this note, does not exceed any limitation imposed by law, and that the Town has levied a direct annual irrepealable tax sufficient to pay this note together with interest thereon when and as payable.

THIS NOTE CONTAINS ADDITIONAL PROVISIONS ON NEXT PAGE

Town of Cedarburg

Ozaukee, County, Wisconsin

By _____
CHAIRPERSON

By _____
TOWN CLERK

---

(1) Delete this paragraph if the Town will be issuing more than $10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

NOTE: Official or corporate seal, to be affixed.

(SEE REVERSE FOR REGISTRATION PROVISIONS)

10. Default and Enforcement. Failure to make payment of principal and interest, in full, at maturity, shall constitute a default under the Note. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

11. Venue. To the extent not prohibited by law, Town consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which Town is located or the county in which this note was executed by Town.

12. Obligations and Agreements of Town. Town agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Town or incident to any action or proceeding involving Town brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, Town agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of Town. This indemnity shall survive payment of this note. Town acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Town for, the collectability or enforceability of this note or the financial condition of Town. Town has independently determined the collectability and enforceability of this note. Town authorizes Lender to disclose financial and other information about Town to others.

13. No Waiver; Rights and Remedies of Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Town, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of Town, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed in Section 67.12(12), Wisconsin Statutes.

14. Interpretation. This note is intended by Town and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds Town and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the Town Clerk of the Town of Cedarburg Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the Town Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

REGISTRATION

Date of Registration	Name of Lender	Signature of Town Clerk
August 12, 2026	Port Washington State Bank	

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FEDERAL TAX COMPLIANCE CERTIFICATE

Town of Cedarburg, Wisconsin
(The "Municipality")

$ 344,000.00 Promissory Note

Dated August 12, 2026 (the "Obligations")

The Municipality represents and covenants as follows:

1. None of the proceeds of the Obligations will be used, either directly or indirectly, (a) to make or finance loans to persons other than state and local governments or (b) in any trade or business carried on by any person other than a governmental unit. No payment of the principal or interest on the Obligations will be made (directly or indirectly, to the Municipality or any other party) from trade or business use of the proceeds or will be otherwise secured by or derived from property used in a trade or business or payments in respect of such property. No part of the projects financed by the Obligations (the "Projects") is or will be owned by persons other than the Municipality. There are and will be no leases, management or incentive payment contracts, take-or-pay or other output contracts or similar arrangements between the Municipality and any nongovernmental person with respect to the Projects. **(1)**

2. The Municipality has designated the Obligations as "qualified tax-exempt obligations" for purposes of Section 265 of the Internal Revenue Code of 1986, relating to the ability of financial institutions to deduct, for federal income tax purposes, interest expense allocable to carrying or acquiring municipal obligations. The aggregate principal amount of tax-exempt governmental obligations issued by the Municipality and all subordinate entities in the current calendar year (including obligations issued on behalf of 501(c)(3) corporations) will not exceed $10,000,000. **(2) (3) (4)**

3. The payment of principal or interest with respect to the Obligations will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof. None of the proceeds of the Obligations will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, except for proceeds invested during permitted temporary periods or in the debt service fund for the Obligations or as otherwise permitted under Section 149(b)(3) of the Internal Revenue Code of 1986, as amended.

4. Any expenditures already paid by the Municipality for which the Municipality is to be reimbursed with proceeds of the Obligations (a) were paid no more than 60 days before the date on which the Municipality adopted the resolution authorizing the issuance of Obligations to finance the projects or stating its intention to reimburse itself from the proceeds of the Obligations for any expenditures relating to the Projects which it paid from other funds of the Municipality prior to receipt of the proceeds of the Obligations ("Original Expenditure"); or (b) are preliminary expenditures relating to the Projects (such as architectural, engineering, surveying, soil testing and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the portion of the Obligations which relates to those Projects; or (c) are in an amount that does not exceed the lesser of $100,000 or five percent of the face value of the issue. If (a) is true, a written allocation that evidences the Municipality's use of the proceeds to reimburse an Original Expenditure has been or will be made not later than 18 months **(5)** after the date of the Original Expenditure is paid, or the date the project is placed in service or abandoned, whichever is later. **(6)**

IN WITNESS WHEREOF, we have executed this certificate in our official capacities to be effective this 12th day of August, 2026. **(7)**

_____
Chairperson

_____
Town Clerk

_____
Treasurer

---

(1) The purpose of this certification is to demonstrate that the Obligations are not "private activity bonds." If they are, they are subject to additional requirements and restrictions, if they can be issued on a tax-exempt basis at all. Lenders are advised to obtain legal assistance before proceeding with a loan in such a case. Common examples of arrangements which can result in private activity bond status are the sale or lease of property to private parties, reserved capacity arrangements or other special arrangements regarding sewage treatment facilities, leases or management contracts with respect to hospitals, airports or similar enterprises, or development agreements in tax increment projects.

(2) Subordinate entities include entities deriving their issuing authority from the Municipality or subject to substantial control by the Municipality. (e.g., a municipal water or sewerage commission or housing authority).

(3) Private activity bonds (such as "industrial development bonds") do not count toward the $10,000,000 limitation; however, obligations issued on behalf of 501(c)(3) corporations (commonly hospitals or nursing homes) do count toward the $10,000,000 limit.

(4) If this certification cannot be made, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the Obligations.

(5) This time limitation is extended to 3 years if the aggregate face amount of all tax-exempt bonds or notes issued by the Municipality during the calendar year in which the Obligations are incurred is reasonably expected not to exceed $5,000,000.

(6) The purpose of this certification is to demonstrate that the Municipality has complied with the federal reimbursement regulations under Section 1.150-2 of the Internal Revenue Code Regulations, as amended. These regulations limit the ability of a municipality to use the proceeds of a tax-exempt borrowing to reimburse itself for expenditures previously made on a project. Generally, these rules apply to construction or acquisition financing; special reimbursement rules apply for refundings. If the Municipality cannot make the certifications contained in this paragraph, consult your attorney.

(7) This certificate should be dated the date that payment for the Obligations is actually received.

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INVESTMENT REPRESENTATION*

(To be prepared and executed by a bank officer for retention in bank files)

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

The undersigned officer of Port Washington State Bank, **(1)** Wisconsin hereby certifies with respect to the purchase of a $344,000.00 Promissory Note dated August 12, 2026 issued by the Town of CEDARBURG, Wisconsin, that it is purchasing said note for investment purposes and will not resell said note, except to another bank or banks which will also make this certification.

Dated: August 12, 2026 **(2)**

Port Washington State Bank **(1)**

By: _____
Zach Deming

Title: Vice President, Commercial Lending

---

(1) Name of bank.
(2) Date that loan is closed.

*Section 551.21 of the Wisconsin Statutes, and the regulations thereunder, require that municipal obligations be registered with the Wisconsin Department of Financial Institutions unless there is a basis for an exemption from such registration. In most transactions in which these WBA forms are employed, it is expected that an exemption will apply as the result of the sale of the note(s) to a bank which will resell the note(s), if at all, only to another bank or banks. To document the applicability of this exemption, the bank should sign the investment representation set forth above.

NOTE: If this representation cannot be made, other bases of exemption may be available. However, legal assistance should be obtained before proceeding with the loan in such a case.

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INSTRUCTIONS FOR AND EXPLANATION OF FEDERAL INFORMATION RETURNS

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

The Internal Revenue Code of 1986, as amended, requires that an information report concerning each issue of municipal obligations be filed with the Secretary of the Treasury, as a condition to federal tax exemption. Please note that, although the term “bonds” is used on Forms 8038-G and 8038-GC, an information return is required for all lending transactions covered in the WBA Municipal Transactions Satellite Manual. Under the Internal Revenue Code of 1986, as amended, a “bond” is any obligation of a political subdivision. The form to be filed differs, depending on whether the issue price is under $100,000 or is $100,000 or more.

1. For issues of $100,000 or more, IRS Form 8038-G must be filed.

2. For issues under $100,000, IRS Form 8038-GC must be

filed. Some points to note:

(a) A separate Information Return should be filed for each issue.

(b) The deadline for filing is the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued. For example, if borrowing is done in January, February or March, the Information Return must be filed no later than the following May 15.

(c) Alternatively, for issues under $100,000, a consolidated Form 8038-GC could be filed at the end of the calendar year. However, it is recommended that in all cases the appropriate form 8038-G or 8038-GC be filed promptly upon the closing of the loan.

(d) The form should be executed by an officer of the Municipality.

(e) The form should be mailed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255.

Although Forms 8038-G and 8038-GC are to be filed by the Municipality, the bank should see to it that the filing is made, since the filing is a condition to exemption from federal income taxation for interest paid on the notes issued by the Municipality.

CAUTION: Please note that the Federal Information Return Forms (8038-G and 8038-GC) are periodically revised and updated by the IRS. Please check the revision date of the form you plan to use and confirm with the IRS that it is current.

State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE | BUREAU OF LOCAL GOVERNMENT SERVICES | 2135 RIMROCK RD MADISON, WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison, WI 53708-8971
FAX (608) 264-6887
lgs@wisconsin.gov

August 15, 2025

SARA JACOBY
TOWN OF CEDARBURG
1293 WASHINGTON AVE
CEDARBURG WI 53012 9304

Certificate of Equalized Value - Town of Cedarburg

Under state law (secs. 70.57 and 67.03, Wis. Stats.), the Wisconsin Department of Revenue's State and Local Finance Division is certifying the equalized value for all taxable property in your municipality as of January 1, 2025.

Equalized Value Information			
Municipality	TOWN OF CEDARBURG	**Co-muni code**	45004
County	OZAUKEE		
Equalized value	$1,638,764,200	**Taxation district**	1212
Effective date	August 15, 2025 - August 14, 2026		

Sincerely,

Mary Gawryleski

Mary Gawryleski
Local Government Services Bureau
Mary.Gawryleski@wisconsin.gov
(608)261-5275

ERRORS AND OMISSIONS FORM

Date: August 12, 2026

Lender: Port Washington State Bank

Borrower(s): Town of Cedarburg

Loan Amount: $344,000.00 Loan Number:

Please evidence your consent and agreement to the following by your execution of this instrument in the space provided below:

In the event any of the documents evidencing and/or securing the above referenced loan, (the "Loan"), and any extensions, renewals or modifications of, misstates or inaccurately reflects the true and correct terms and provisions of the Loan and said misstatement or inaccuracy is due to unilateral mistake on the part of Port Washington State Bank ("Lender"), mutual mistake on the part of Lender and Borrower or clerical error, then in such event Borrower shall upon request of Lender and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake and Borrower's failure to initial or execute such documents as requested shall constitute a default under the note or the deed or trust/mortgage securing the Loan.

In the event any of the documents anticipated to be executed at closing, whether pursuant to the Commitment Letter, Letter of Intent or required by Lender's counsel, are not executed at the time of closing, Borrower shall execute or cause the same to be executed when said documents are provided. If any of the documents contain misstatements or inaccuracies, the foregoing paragraph shall apply.

By: _____ Date: 08/12/2026
David Salvaggio, Town Chairperson

By: _____ Date: 08/12/2026
Sara Jacoby, Town Clerk

Port Washington State Bank

_____ Date: 08/12/2026
Zach Deming, Vice President

The Town of Cedarburg, Wisconsin

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

RESOLUTION #2026-7

"Approving Port Washington State Bank (hereafter "PWSB") loan for Municipal General Obligation Debt for financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects"*

WHEREAS, the Town Board has reviewed financing options, concluding a loan with PWSB is a preferred option; and,

WHEREAS, approving the loan application does not obligate the Town to move forward with the loan, but does secure the loan for the Town; and,

WHEREAS, the attached loan documents/application from PWSB outline the terms of any potential loan agreement at a term of more than one year at 5.03% for an amount up to $344,000 dollars; and,

WHEREAS, the Town Board hereby approves Resolution 2026-7 by a majority vote authorizing an application to PWSB for a loan of Three Hundred Forty Four Thousand And 00/100 Dollars ($344,000.00) from PWSB to the Town of Cedarburg in the County of Ozaukee, Wisconsin, for the purpose of financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects and for no other purpose; and,

WHEREAS, that for the purpose(s) hereinabove set forth the Town, by its Chairperson, and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from Port Washington State Bank to the Town for such purposes.

THEREFORE, BE IT RESOLVED, that the Town of Cedarburg, in the County of Ozaukee, Wisconsin, borrow from PWSB in the sum of Three Hundred Forty Four Thousand And 00/100 Dollars ($344,000.00) for the purpose of financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects and for no other purpose. The loan is to be payable greater than 1 year from the closing day of the loan preceding the date the loan is made. The loan will be repaid in at least one installment with interest at the rate of 5.03 percent per annum from the date of making the loan to August 13, 2027, and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Town of Cedarburg, in the County of Ozaukee, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Town of Cedarburg by such loan from PWSB be applied or paid out for any purpose except financing capital projects including roads, road sealing, bridges, and other general capital equipment and facility projects without the consent of PWSB.

DRAFT

RESOLVED FURTHER, that in case PWSB agrees to make the loan, that the Chairman and Clerk of the Town of Cedarburg, in the County of Ozaukee, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to PWSB, certificates of indebtedness, in such form as required by PWSB, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, the Chairman and Clerk of the Town of Cedarburg, in the County of Ozaukee, Wisconsin, are authorized and empowered, in the name of the Town to execute all closing and other documents related to this purchase pursuant to this resolution.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to PWSB.

Passed and adopted this 3rd day of August, 2026.

_____

David M. Salvaggio, Town Chairman

Attest:

_____

Sara Jacoby, Assistant Administrator/Clerk

DRAFT

TOWN of CEDARBURG
Preserving Yesterday's Heritage for Tomorrow.

Agenda Date: 8/3/26
Agenda Items: # 11e, f

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Eric Ryer, Administrator, Adam Monticelli, Director of Public Works
MEMO WRITTEN: July 23, 2026
MEMO SUBJECT: **Item # 11e:** Discussion and possible motion approving the purchase of computers using Capital funds*
Item # 11f: Discussion and possible motion regarding the placement of an order for a patrol truck*

BACKGROUND

At their meeting on July 10th, the Finance Committee discussed the idea of identifying additional capital projects for 2026 as the road sealing came in under the anticipated cost, and placing the order of a patrol truck prior to end of year to save on the cost of the scheduled truck. The Committee provided direction to obtain quotes for laptops, an overhaul to the Board room AV, and the patrol truck. At their July 22nd meeting, the Finance Committee unanimously recommended approval of the computers and patrol truck order placement.

Items for Consideration at this Time

Laptops: Attached are the quotes for replacement laptops (warranties expiring). The quote totals $18,808.52 for laptops + $409.01 for 7 backpacks to protect them when transporting them. **Total = $19,217.53.**

Patrol Truck: Attached is a quote for a patrol truck order placement in 2026 to save on costs. The payments for the cab and chassis and items related to the truck would occur in 2027, 2028, and 2029 as shown in the DRAFT revised Capital Plan (amounts will be updated to reflect the Board motion). The recommendations:

- Low quote on the cab and chassis from Truck Country at $155,239
- Snow and ice package from Burke Equipment is $182,584.53 including discount. Burke recommended 10% be budgeted for potential tariff charges; ~$20,000.
- Lettering $1,600, radio $4,299.28, and fire extinguisher total $300. **Total truck cost = $344,022.81**

Additional optional warranties:

- Recommended: Extended 7 Year/150,000 Mile Ultimate Truck Chassis Warranty Option - $4,805.00
- NOT recommended: Allision 4500 RDS Transmission 7 year/Unlimited Miles Warranty - $1,773.00

Board Room AV: Staff has distributed a Request for Quotes. These are not ready for consideration.

ACTION REQUESTED

Staff requests the Board consider action via separate motions on:

1. Approving the purchase of laptops in the amount of $19,217.53.
2. The placement of an order for a patrol truck: $344,022.81 + $20,000 (tariff) + $4,805 = **$368,827.81**

Once AV quotes are received, that project can be brought before the Finance Committee, or go direct to the Town Board (direction sought). The cost of the AV project will allow staff to fully brief the Committee/Board on what if any Capital funds remain for 2026 that may result in additional projects to be proposed. Once final decisions are made on potential additional projects, a budget amendment will be prepared and brought before the Finance Committee and Town Board as housekeeping to recognize them (this is consistent to how this was accomplished in September/October of 2025).

ATTACHMENTS: laptop and truck quotes, DRAFT Capital Plan

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000204605242.1**
Total (USD):	**$5,463.40**
eQuote Name:	Adam & Eric Laptop
eQuote Creator:	tyoung@ozaukeecounty.gov
Quoted On:	Jul. 08, 2026
Expires By:	Aug. 07, 2026
Company Name:	-
Customer Number:	-
Premier Page Name:	Ozaukee County
Contract Name:	Dell NASPO Computer Equipment PA - Wisconsin
Contract Code:	C000001115013
Customer Agreement Number:	23026 / 505ENT-O24-NASPOCOMPUT-03

Custom Fields:

WSCA 9200151: 74470

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Dell Pro 16 Plus Laptop	**2**	**$5,539.05**	**$2,547.96**	**$5,095.92**
Premier discount		- $2,991.09		
2. Dell Pro Dock - WD25	**2**	**$249.99**	**$183.74**	**$367.48**
Premier discount		- $66.25		

Subtotal:	**$5,463.40**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$5,463.40**

Product Details

	Qty	Unit Price	Subtotal

1.		**Dell Pro 16 Plus Laptop (210-BPCL)** Order Code: bts206_pb16250_usrfs	**2**	**$2,547.96**	**$5,095.92**

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 16 Plus (PB16250) BTX Base	G7VK92B	210-BPCL	1
Processor	Intel® Core™ Ultra 7 268V, vPro® (48 TOPS NPU, 8 cores, up to 5.0 GHz)	GIHXWM4	379-BFXL	1
Operating System	Windows 11 Pro, Copilot+ PC	G4G6QA3	619-BBGJ	1
Memory	32 GB LPDDR5x, 8533 MT/s, dual-channel (onboard)	GHOA3ES	370-BCNR	1
Base Options	Integrated Intel® Arc™ graphics for Intel® Core™ Ultra 7 268V vPro® processor, 32 GB LPDDR5x memory	GKP792C	338-CRJJ	1
Storage	512 GB, TLC, SSD	G9GIN67	400-BSLF	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Systems Management	Intel® vPro® Enterprise Technology Enabled	G2NHVS4	631-BCBJ	1
Display	16", Non-Touch, FHD+, IPS, Anti-Glare, 300 nits, 45% NTSC, 5MP + IR Cam, 5G capable	GMBFT0R	391-BJPX	1
PalmRest	No Fingerprint Reader, No Smart Card Reader, No RJ-45	G5KSW0U	346-BLJG	1
Camera	5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	G8RH0CI	319-BBJW	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GGS30EK	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Driver	Intel® BE201 WLAN Driver	GN39LM8	555-BLRT	1
Wireless	Intel® Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth® 5.4 wireless card	G9SOTDX	555-BLMQ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GN0UXD5	451-BDKX	1
Power Supply	65W USB-C AC adapter	GA2KE8W	492-BDTG	1
Cable	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Quick Start Guide	GXO45SD	340-DTVT	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	PB16250_LNL_206/US/BTS	FG0007	998-HKBR	1
Packaging	Dell Pro 16 Plus Min Packaging	G8YCW5F	340-DSMY	1
Transportation from ODM to region	Smart Selection Shipment (S)	G7V9AUK	800-BBQI	1
EAN/UPC Labels	POD Label	GAX83SM	389-EDJB	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Processor Branding	Intel® Core™ Ultra 7 vPro Processor Label	GVJPQ69	389-FJMJ	1
Intel Responsiveness Technologies	iRST Not Selected	GHL21F0	409-BCWL	1
Chassis Options	5G WWAN Tray	GF7S51X	321-BLQG	1
ICPS	Intel® Connectivity Performance Suite	GJ9CG51	640-BBTF	1
Standard Hardware Support Service	5Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	GMRKE31	714-0464,714-6667,714-6695,714-6709,714-6710,714-6711,975-3461,997-8367	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1

Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

		Qty	Unit Price	Subtotal
2.	 **Dell Pro Dock - WD25 (210-BRPX)** Order Code: wd25sap	**2**	**$183.74**	**$367.48**

Module	Description	Product Code	SKU	Qty
Dell Pro Dock - WD25	Dell Pro Dock - WD25	GFQO3MP	210-BRPX	1
Service	3Y Basic Hardware Service with Advance Exchange after remote disgnosis	G2WT6CF	718-2029,718-2030	1

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A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000204605032.1**
Total (USD):	**$13,345.12**
eQuote Name:	TOC Staff 7/8
eQuote Creator:	tyoung@ozaukeecounty.gov
Quoted On:	Jul. 08, 2026
Expires By:	Aug. 07, 2026

Company Name:	-
Customer Number:	-
Premier Page Name:	Ozaukee County

Contract Name:	Dell NASPO Computer Equipment PA - Wisconsin
Contract Code:	C000001115013
Customer Agreement Number:	23026 / 505ENT-O24-NASPOCOMPUT-03

Custom Fields:

WSCA 9200151: 74470

Billing Address:
-
,

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Dell Pro 16 Laptop	**8**	**$3,195.04**	**$1,484.40**	**$11,875.20**
Premier discount		- $1,710.64		
2. Dell Pro Dock - WD25	**8**	**$249.99**	**$183.74**	**$1,469.92**
Premier discount		- $66.25		

Subtotal:	**$13,345.12**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$13,345.12**

Product Details

	Qty	Unit Price	Subtotal

1.		**Dell Pro 16 Laptop (210-BQHB)** Order Code: bts105_pc16250_usrfs	**8**	**$1,484.40**	**$11,875.20**

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 16 (PC16250) BTX Base	GMRAL5V	210-BQHB	1
Processor	Intel® Core™ Ultra 5 235U vPro® (12 TOPS NPU, 12 cores, up to 4.9 GHz)	G2TL6X0	379-BGGV	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Chassis Options	Platinum silver color, metallic finish	GCUT2XY	354-BBKC	1
Memory	16 GB: 1 x 16 GB, DDR5, 5600 MT/s, single channel	G6PBQ8I	370-BCMP	1
Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 5 235U vPro® processor	GYG3XD9	338-CSJP	1
Storage	512 GB, SSD	GZNG3WB	400-BSKR	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Display	16", Non-Touch, FHD+, IPS, 300 nits, 45% NTSC, Anti-Glare, FHD+IR Cam	GYP1M78	391-BJXM	1
PalmRest	No Fingerprint Reader, vPro	G9LB12V	346-BLMP	1
Camera	FHD RGB HDR + IR Camera, 1080p at 30 fps, Presence Detection, TNR, Camera Shutter, Microphone	GVATBU9	319-BBKH	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GGS30EK	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® AX211 WLAN Driver	G1TWDAU	555-BMFD	1
Wireless	Intel® Wi-Fi 6E AX211, Qualified against Bluetooth® Core 5.4 wireless Card	GTAQB25	555-BLLQ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GN0UXD5	451-BDKX	1
Power Supply	65W USB-C AC adapter	GA2KE8W	492-BDTG	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Quick Start Guide	G4FNJQC	340-DTVQ	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	PC16250_ARL_105/US/BTS	FG0010	998-HMLX	1
Shipping Material	Dell Pro 16 Min Packaging Type-C	GZ3DPB5	340-DTZR	1
Transportation from ODM to region	Smart Selection Shipment (S)	G7V9AUK	800-BBQI	1
EAN POD Label	POD Label	GAX83SM	389-EDJB	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Hard Drive Software	Intel® Rapid Storage Technology Driver	GQEKI2J	409-BCYT	1
Systems Management	Intel vPro Enterprise Management Enabled	G6015GA	631-BCDM	1
Processor Label	Intel® Core™ Ultra 5 vPro Processor Label	G2LX5CW	389-FJMH	1
ICPS	Intel® Connectivity Performance Suite	GJ9CG51	640-BBTF	1
Standard Hardware Support Service	5Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	G3H9JX6	714-0178,714-0206,714-0220,714-0221,714-0222,714-0313,975-3461,997-8367	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1

Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
CrowdStrike: AI-Powered Commercial, Enterprise & Medium Business Security Solutions	CrowdStrike Endpoint Protection Pro w Essential Support 1yr	G3B79M5	634-CCLG	1
Home and Small Business Security: Identity and Anti-Virus	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

		Qty	Unit Price	Subtotal
2.	 **Dell Pro Dock - WD25 (210-BRPX)** Order Code: wd25sap	**8**	**$183.74**	**$1,469.92**

Module	Description	Product Code	SKU	Qty
Dell Pro Dock - WD25	Dell Pro Dock - WD25	GFQO3MP	210-BRPX	1
Service	3Y Basic Hardware Service with Advance Exchange after remote disgnosis	G2WT6CF	718-2029,718-2030	1

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A quote for your consideration.

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Quote No.:	**3000204605324.1**
Total (USD):	**$58.43**
eQuote Name:	Dell laptop Backpack
eQuote Creator:	tyoung@ozaukeecounty.gov
Quoted On:	Jul. 08, 2026
Expires By:	Aug. 07, 2026
Company Name:	-
Customer Number:	-
Premier Page Name:	Ozaukee County
Contract Name:	Dell NASPO Computer Equipment PA - Wisconsin
Contract Code:	C000001115013
Customer Agreement Number:	23026 / 505ENT-O24-NASPOCOMPUT-03

Custom Fields:

WSCA 9200151: 74470

Billing Address:

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Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Pro 14-16 Plus EcoLoop Backpack - CP5626	**1**	**$68.74**	**$58.43**	**$58.43**
Premier discount		- $10.31		

Subtotal:	**$58.43**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$58.43**

Product Details

	Qty	Unit Price	Subtotal
 **Dell Pro 14-16 Plus EcoLoop Backpack - CP5626 (460-BFDW)** Order Code: 460-BFDW	1	$58.43	$58.43

Module	Description	Product Code	SKU	Qty
Dell Pro 14-16 Plus EcoLoop Backpack - CP5626			460-BFDW	1

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Prepared for:
Andy Bartley
CEDARBURG TOWN OF
1293 Washington Ave
Cedarburg, WI 53012
Phone: 262-689-5870

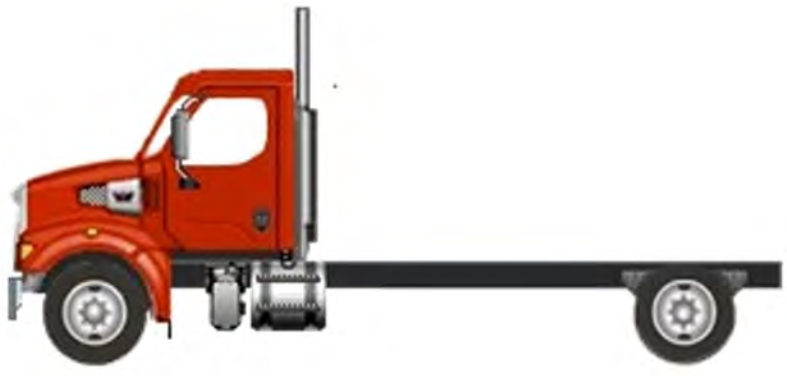
Prepared by:
Ryan Danbrea
TRUCK COUNTRY OF
WISCONSIN
9202 N. 107TH STREET
MILWAUKEE, WI 53224
Phone:

A proposal for
CEDARBURG TOWN OF

Prepared by
TRUCK COUNTRY OF WISCONSIN
Ryan Danbrea

Jul 15, 2026

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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Cedarburg, WI 53012
Phone: 262-689-5870

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9202 N. 107TH STREET
MILWAUKEE, WI 53224
Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30X	47X/49X PRL-30X (EFF:MY27 ORDERS)		
Data Version			
DRL-043	SPECPRO21 DATA RELEASE VER 043		
Vehicle Configuration			
001-470	WESTERN STAR 47X	9,050	6,525
004-227	2027 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK	-480	480
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-019	CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		

Prepared for:
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CEDARBURG TOWN OF
1293 Washington Ave
Cedarburg, WI 53012
Phone: 262-689-5870

Prepared by:
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TRUCK COUNTRY OF
WISCONSIN
9202 N. 107TH STREET
MILWAUKEE, WI 53224
Phone:

Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-2CP	DEALER STOCK TRUCK - UPFIT UNDETERMINED		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3CV	DETROIT DD13 GEN 5 12.8L 370 HP @ 1625 RPM, 1900 GOV RPM, 1250 LB/FT @ 975 RPM		
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-002	PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-008	ONE PTO SPEED VIA DASH SWITCH		
79X-001	PTO SPEED 1 SETTING - 700 RPM		
80C-012	ENGINE BRAKE WITH GLOBAL CRUISE CONTROL ENABLED		
80G-010	PTO MINIMUM RPM - 625		
80L-003	ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
80W-001	MAINTENANCE SYSTEM WITH NO POP-UPS AND NO MENU IN CLUSTER		

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Data Code	Description	Weight Front	Weight Rear
80S-003	PTO 1, DASH SWITCH, ENGAGE BEFORE DRIVING		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
292-222	(3) DTNA GENUINE, HIGH TEMP AGM STARTING AND CYCLING, MIN 2775CCA, 570RC, THREADED STUD BATTERIES		
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		

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239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-019	STANDARD CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
266-109	1400 SQUARE INCH VOCATIONAL RADIATOR WITH PROTECTION PACKAGE	20	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-998	NO AIR INTAKE WARMER	-10	
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		

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Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-020	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 3, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-005	1500 RPM PRIMARY MODE SHIFT SPEED		
84H-005	1500 RPM SECONDARY MODE SHIFT SPEED		
85F-031	MAXIMUM ENGINE SPEED FOR PTO OPERATION 1850 RPM		
85G-087	MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 2200 RPM		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		

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35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	150	
418-058	CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS		
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-998	NO FRONT BRAKE DUST SHIELDS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
405-017	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS W/ SINGLE PIN CLEVIS		
536-105	DUAL HIGH CAPACITY POWER STEERING GEARS, BENDIX 20-23K	80	
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-068	23,000# FLAT LEAF FRONT SUSPENSION	250	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,260
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		
421-489	4.89 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-094	RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES	-60	-60
388-998	NO INTERAXLE (#3) DRIVELINE		

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452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-998	NO REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-305	NEWAY ADZ 126 26,000# REAR AIR SUSPENSION		170
621-109	10.2 INCH NOMINAL RIDE HEIGHT (475MM GLOBAL REFERENCE HEIGHT)		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT		
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			

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Data Code	Description	Weight Front	Weight Rear
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
46E-001	STANDARD AIR MANAGEMENT UNIT		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-019	ALUMINUM AIR BRAKE RESERVOIRS MOUNTED INSIDE RAILS	-10	-15
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
485-037	CAB BLOW OUT KIT WITH AIR HOSE AND NOZZLE INSIDE LH CAB ENTRY DOOR	2	
Trailer Connections			
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE	-10	
Wheelbase & Frame			
545-110	4890MM (193 INCH) WHEELBASE, SFA ONLY		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	200	380
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-021	1275MM (50 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH		-40
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	120	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 111.02 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 295.32 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.87 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 40.7 in		

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ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.72 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.37 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION	-15	
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-082	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
556-127	BRIGHT STEEL 1/8 INCH VOCATIONAL BUMPER		
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
558-998	NO FRONT TOW HOOKS	-15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-034	CLASS 10.9 THREADED METRIC FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fuel Tanks			
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	-30	-10
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
213-001	INSULATION FOR FUEL LINES	2	
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	

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	094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		80
Wheels				
	502-355	ACCURIDE 41012 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-38	
	505-1HB	ALCOA 88167X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
	498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior				
	829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB		
	82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
	667-001	FRONT FENDERS		
	754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
	678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES		
	65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
	640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
	644-049	X-SERIES VOCATIONAL HOOD WITH ACCESS HATCH	10	
	67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
	652-016	WESTERN STAR NAMEPLATES		
	727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
	726-001	SINGLE ELECTRIC HORN		
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
	650-008	AIR CAB MOUNTING		
	312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
	302-073	VISOR MOUNTED LED MARKER LIGHTS		
	314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
	311-001	DAYTIME RUNNING LIGHTS		

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294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-043	LED SIDE TURN SIGNAL		
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR		
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-112	RH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRROR WITH BLACK MOUNTING ARM	4	
64A-012	PDI INSTALLED STAINLESS STEEL HOOD MOUNTED BUG DEFLECTOR 47X/49X - ABP WSS367		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
776-998	NO SLEEPER VENT	-10	
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH	-10	
663-032	1-PIECE ROPED-IN HEATED WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior			
055-016	X-SERIES PREMIUM INTERIOR TRIM LEVEL PACKAGE		
707-1C4	CHARCOAL BLACK VINYL UP LEVEL INTERIOR		
70K-017	CARBON WITH PREMIUM TEAK ACCENT		
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION		
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
745-998	NO UPPER BUNK	-50	-50
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		

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170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-003	BLACK DOOR HANDLES		
740-998	NO MATTRESS	-20	-15
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
757-001	BLACK SUSPENSION COVER FOR AIR DRIVER SEAT	2	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-131	BLACK LAREDO LEATHER DRIVER SEAT COVER WITH DIAMOND STITCHED CENTER PANELS AND EMBROIDERED LOGO		
761-146	BLACK LAREDO LEATHER PASSENGER SEAT COVER WITH DIAMOND STITCH PATTERN AND NO LOGO		
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
185-004	STANDARD FOOT PEDAL SYSTEM		

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106-002	ELECTRONIC ACCELERATOR CONTROL		
870-001	BLACK GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-001	ENGINE OIL TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
A87-998	NOT APPLICABLE - UNIT NOT SPEC'D WITH DETROIT ASSURANCE		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
7A1-998	NO MIRROR CAMERA SYSTEM		
49B-004	ELECTRONIC STABILITY CONTROL		

Prepared for:
Andy Bartley
CEDARBURG TOWN OF
1293 Washington Ave
Cedarburg, WI 53012
Phone: 262-689-5870

Prepared by:
Ryan Danbrea
TRUCK COUNTRY OF
WISCONSIN
9202 N. 107TH STREET
MILWAUKEE, WI 53224
Phone:

Data Code	Description	Weight Front	Weight Rear
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
73H-998	NO CAMERA/VIDEO/IMAGING SYSTEM		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-215	5 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	STANDARD TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	
842-001	2 INCH TURBO AIR PRESSURE GAUGE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5E7	CAB COLOR A: L0789EY OMAHA ORANGE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	9286 lbs	5074 lbs	14360 lbs
Total Weight+	9286 lbs	5074 lbs	14360 lbs

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Extended Warranty

WAI-8X9	EXT ULTIMATE DETROIT ENGINE: DD13/DD15 7 YEARS/150,000 MILES/241,500 KM. FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
DETROIT DD13 GEN 5 12.8L 370 HP @ 1625 RPM, 1900 GOV RPM, 1250 LB/FT @ 975 RPM
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
NEWAY ADZ 126 26,000# REAR AIR SUSPENSION
MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
23,000# FLAT LEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
4890MM (193 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI
1275MM (50 INCH) REAR FRAME OVERHANG
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	149,214	$	149,214
EXTENDED WARRANTY		$	6,025	$	6,025
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***155,239***	**$**	***155,239***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**155,239**	**$**	**155,239**

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial
Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

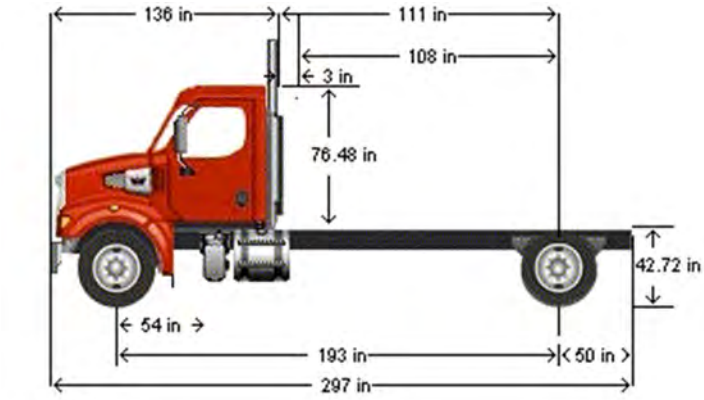
EXT ULTIMATE TRUCK CHASSIS: 7 YEARS/150,000 MILES $4,805.00 ADD

** ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY
7 YEARS/UNLIMITED MILES $1,773.00 ADD**

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model 47X
Wheelbase (545) ..... 4890MM (193 INCH) WHEELBASE, SFA ONLY
Rear Frame Overhang (552) ..... 1275MM (50 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in) 3.0

TABLE SUMMARY - DIMENSIONS

Prepared for:
Andy Bartley
CEDARBURG TOWN OF
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Dimensions	Inches
Bumper to Back of Cab (BBC)	135.6
Bumper to Centerline of Front Axle (BA)	54.1
Front Axle to Back of Cab (AC)	81.5
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	111.0
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	108.0
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	161.2
Cab Height (CH)	76.5
Wheelbase (WB)	192.5
Frame Overhang (OH)	50.2
Overall Frame Length	295.3
Overall Length (OAL)	296.8
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

BURKE TRUCK & EQUIPMENT, INC.

5337 REINER RD., MADISON, WISCONSIN 53718

888-249-9788 / 608-249-9788 / FAX: 608-837-7530

Email: sales@burketruck.com/ Web: www.burketruck.com

7/17/26

Prepared for the Town of Cedarburg



2028 Patrol Truck Package

Accessory Equipment Summary

- J-Craft 10 foot 201 stainless steel dump body
- Burke Road Tamer 12-ft moldboard plow with trip moldboard
- Burke Snow Patrol 8 foot wing
- J-Craft 201 stainless steel tailgate spreader with 9-inch auger
- Burke Sealed electrical system
- Burke Road Ranger control system
- Cab and chassis under coated and rust proofed.

ACCESSORY EQUIPMENT SPECS



High Way Equipment 201 Stainless Steel Dump Body

Capacity	7.8-10.5-yd
Length	10-ft sides: 30” tailgate 38”
Structural	Unibody design (no cross members, very low mounting height); 8” I-beam longitudinal on underbody hoist; 12” clearance with 10’ UB hoist; 4” structural channel subframe; 10-gauge sides of 304 stainless steel; one-piece ¼” AR400 steel floor; full-height front corner post; one intermediate horizontal side brace on each side; 5-3/4” X 12” full-depth rear corner post tied to an 8” structural channel rear apron; **Electric over Air double-over-center tailgate release mechanism**; **High lift** tailgate with full perimeter boxing **six panel** and sloped horizontal brace and top rail; 4” structural channel subframe with 6” X 4” X 3/8” structural angle rear hinge; 1-1/2” diameter 303 stainless steel rear hinge pins with greaseable pivot points.
Walk rail	both sides length of body—2 steps front inside box
Cab shield	20’’ x 84’’
Salter plates	12’’ stainless steel bolt in.
Asphalt lip	**12” bolt on (carbon steel)**
Vibrator	**Cougar mounted on bottom of body with in cab controls**
Electric Tarp	**Tarping Systems electric tarp with asphalt tarp material arm angles**
Hydraulic	Underbody hoist double acting

Coating	Body chemically cleaned with a phosphate solution before underside of body and subframe primed black
Shovel holder	one on both sides
Mud flaps	hung from body with detachable chains
Tool box	Aluminum box mounted to be determined
Rear hitch	20,000 lb **with glad hands**
Insta-chains	**automatic traction system**
Under coat	**Du Pont Rust Free bake on system**

Burke Road Tamer 2000 Plow



Burke Road Tamer 12-ft moldboardPlow with Trip moldboard

Plow	12-ft X 42”, 7-gauge broke (not rolled), with 8 vertical ribs, 5 hinge points,.
Table	1 adjustable parking stand, two 4 x 13 D.A. cylinders with 2” nitrided rods. All connecting points from table to moldboard have poly bushings
Hitch	**Wausau quick hitch, painted black.**
Hydraulic cylinder	The 4” x 10” cylinder is custom-made to Burke specifications and exceeds cylinder size and capacity needed for snowplowing equipment.
Hydraulic hook-up	series 72 couplers.
Blades	**JOMA** - 5/8 square bolt holes & grade 9 plow bolts on a standard highway punch.
2 tow hooks	**mounted on hitch**
Snow flap	mounted on top edge of plow
Paint	plow orange frame black

Burke WING



Burke front Mount Snow Patrol 9-ft Wing

Wing	9-ft right moldboard overall **with 8-ft trip** cutting edge with 4 torsion springs of at least 7?8" (not double panel); wing moldboard is broke (not rolled) 10-ga; face 28" high at the toe end and 35" high at the heel.
Blades	Carbide blades 7/8" X 5" and 1/2" X 6" cover blade - 5/8 square bolt holes & grade 9 plow bolts on a standard highway punch.
Front post	Patented A-ARM LIFT SYSTEM and at least 18" free travel and a minimum of 15" ground clearance; toe cylinder 3 ½ " X 10" S.A. cylinder with 2" nitrided rod; heel cylinder 4" X 20" with 2" nitrided rod and De-Cell.
Rear support	**bolted so to be removable**
Hydraulic cylinders	All plow cylinders are custom-made to Burke specifications and exceed cylinder size and capacity needed for snowplowing equipment. All rods are nitrided.
Whelen	**warning light**
Paint	**moldboard orange iron black**
Air bag	**self leveling**



J-Craft Equipment 201 Stainless Steel SA-9 Tailgate Spreader with 9-inch Auger

Auger	9” auger 5/8” auger flighting, heavy-duty 2-3/8” schedule 80 pipe; easy cleanout and access to auger from top and bottom.
Spinner	18” poly spinner.
Controls	Electronic auger and spinner controls with electric burke valve with manual override.
Drive	All-hydraulic direct drive.
Drop	**center drop spinner.**
Tail and backup	**lights mounted on spreader**
Pre-Wet	**120 gallon between cab and box (gravity feed)**



Hydraulic System

Burke Road Ranger (single stick
Road watch road temp

Electrical System

Wiring: All wiring is double jacketed with ethylene-propylene rubber to seal out moisture and to protect against damage. In addition to the double jacket, all wires that are in an abrasion area are covered with vinyl tubing for additional protection. All electrical connections are sealed against moisture. All electrical junction boxes are waterproof. All lights are grounded through the wiring system, not to mounting bolts. All junction boxes are grounded to the chassis in addition to the wiring system. All bulbs and electrical plugs are coated with dielectric grease to seal out moisture. Wiring harnesses are securely fastened to prevent damage.

Controls: Burke custom designed electrical controls are located in a standard floor console. Each of the six circuits is fused with re-settable circuit breakers. The switches are marine grade and are rated to carry 25 amps. The salter control panel is designed so that it can be removed from the truck easily if service becomes necessary.

Plow Lights: **Boss LED/ Whelen 400V series amber mounted under plow lights**

Tail/Stop Lights: **Whelen # 700 series amber warning light in stainless steel housing with amber TIR3 side light mounted on the side of rear corner post**

Backup light **4'' round white LED mounted outside body on both sides**

Identification Lights: **LED side marker that protrude in center**

Hot Lights: These are the flashing LED warning lights on the dump box cab guard. **Amber/Green**

Emergency Warning Light: **Whelen amber/Green RILP warning light mounted on center of cab shield.**

Wing light **LED Amber**

Scraper lights **1 LED Amber mounted on each side shinning down at ground**

Camera **1 pointed in box 2 back up**

Town of Cedarburg
1293 Washington Avenue
Cedarburg, Wisconsin 53012

Attn: Town Board Members

Subject: Patrol Truck equipment package

Town of Cedarburg Board Members, thank you for the opportunity to bid on the equipment package listed in this specification. Please feel free to contact me with any questions or changes.

Total equipment price ……...$185,365.00

Burke Truck is pleased to offer the Town of Cedarburg a 1 ½ percent discount if they pay half of the total package price at the time of order with the balance due after delivery of the completed truck (see below)

All prices are subject to any surcharge or tariff charges that may be passed on from the equipment manufacturer.

Total package price……$185,365.00
First half payment……...$92,682.50
Discount……...$2,780.47
Second half payment……$89,902.03
Total package price after discount……...$182,584.53

Authorized signature_____ Date_____

Sincerely

Jeff Smith
Burke Truck & Equipment Inc.

The truck doors and the number in the premium vinyl is $400
The back will be between $700-$800
The 3.5" reflective stripe will be between $300-$400
Without actual measurements, it's hard to give a firm number.
Thanks
Cary



GENCOMM
2880 Commerce Park Drive
Madison, WI 53719
Madison - (608)271-4848
Milwaukee - (262)439-2000
Eau Claire - (715)225-7604
WI Rapids - (715)424-3050
McHenry - (815)385-4224
800-356-3200 | www.gencomm.com

SALES QUOTE

Sales Quote No: 31807
Date: 7/16/26
Account No: 2681

Bill To:
Town of Cedarburg
Attn: Town Hall
1293 Washington Avenue
Cedarburg, WI 53012
USA

Ship To:
Town of Cedarburg
Attn: Town Hall
1293 Washington Avenue
Cedarburg, WI 53012
USA

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
Scott Lesniewski		Installation	NET 30 Days	7/30/26

Notes

2024 Western Star Radio

Item No	Description	Quantity	UM	Price	Amount
LABORINSTALL-MF	Installation Labor- Radio install	1.00	Each	$300.00	$300.00
PROJECT	XG-25M MOBILE	1.00	Each	$3,684.00	$3,684.00
DM-M78B	Harris 700/800 MHz 35 Watt XG-25M Mobile	1.00	Each	$0.00	$0.00
DM-PKGPT	Harris Feature, P25 Trunking	1.00	Each	$0.00	$0.00
DM-PL4F	Harris Feature, P25 Phase 2, TDMA	1.00	Each	$0.00	$0.00
DM-PL4U	Harris Feature, Single Key-DES Encryption for XG-25M Mobile	1.00	Each	$0.00	$0.00
DM-PL5K	Harris Feature, Profile OTAP	1.00	Each	$0.00	$0.00
DM-PL9E	Harris Feature, Single Key AES Encryption	1.00	Each	$0.00	$0.00
DM-MC9R	Harris Microphone, Standard, XG-25M	1.00	Each	$0.00	$0.00
PROG-MIL	Programming of radio equipment	1.00	Each	$75.00	$75.00
QWB760	LAIRD's QWB760 760 – 870 MHz unity gain omnidirectional antenna. NMO / Motorola…	1.00	Each	$10.00	$10.00
NMO58U-NC	PCTEL Coax and Mount for 0-1000 MHz, No Conn	1.00	Each	$0.00	$0.00
RFT-1202-2T	RF Industries TNC Male Connector for RG58/U, 58A/U, RG141 & Ultralink. 0-3 GHz freq range,	1.00	Each	$2.78	$2.78
SERVMISC	Service - Miscellaneous Materials For Spkr Access Cable	1.00	Each	$32.50	$32.50
DM-ZN9X	L3Harris Kit Accessories, XG-25M	1.00	Each	$195.00	$195.00

Returns & exchanges are accepted within 30 days of purchase and require an RMA number. Items must be in unused condition and in original packaging. Special order items are non-returnable and may not be cancelled once shipped from vendor/manufacturer. Radio and infrastructure equipment/manufacturers carry a 25% restocking fee.

Subtotal	$4,299.28
Freight	$0.00
Sales Tax	$0.00
Sales Order Total	$4,299.28

* A 3% surcharge applies to all credit card payments.

Unless otherwise specified, shipping and handling charges are not included and will be added to the associated invoice.

Quote Accepted By_____ Date_____

DRAFT

Capital Plan

Equipment	2023 Actual	2024 Budget	2024 Amended Budget	2025	2025 Amended Budget	2026	2026 DRAFT Amended Budget	2027	2028	2029
Patrol Dump Truck (**Replacement #13 -** Model Year 2001) New Truck 11	$201,542	$72,953								
4 by 4 Roadside Tractor w/Flail Mower (**Replacement #26 -** Model Year 2002)	$173,279									
Brine tanks x (4) for existing patrols trucks (New)	$31,353									
Boom Mower Attachment	$71,541									
SUV (**Replacement #9 -** Model Year 2001) and retrofit lift gate on Truck #3	$42,499									
1- Ton Dump Truck Forestry Truck	Moved to 24									
Front End Loader (**Replacement #25 -** Model Year 2003)		$315,000	$310,243							
Irrigation System (**Replaces Used System**)		$15,000	$15,000							
20 yd Patrol Truck **Replacement #12** - Model Year 2004 New Truck 16		$285,000	$82,294							
TR #10 Outfitted with 1500 gallon anti-icing tank and spraying equipment		$65,000	$61,356							
Kubota Mower (**Replacement #41 John Deere -** Model Year 2013)		$40,000	$40,000							
Truck #9 Cab & Chassis only (**Replacement #30** - Model Year 1997)		$0	$73,154							
Patrol Dump Truck (**Replacement #13 -** Model Year 2001) New Truck 11		$0	$72,953							
Used Quad Axle - Addition		$0	$204,000							
Cedar Creek Bridge Design		$65,000	$22,500							
Road Projects		$1,680,000	$2,150,000							
Front End Loader (**Replacement #25 -** Model Year 2003)				$0	$310,243					
20 yd Patrol Truck **Replacement #12** - Model Year 2004 New Truck 16			2025/2026	$228,915	$228,915					
Truck #9 Aerial Equipment & Accessories (**Replacement #30** - Model Year 1997)				$166,472	$166,472					
Cedar Creek Bridge Design				$30,500	$75,000					
Cedar Sauk Road SMA with Town of Saukville				$100,000	$60,000					
Used Quad Axle Painting				$0	$5,200					
Patrol Dump Truck (**Replacement #13 -** Model Year 2001) New Truck 11 Lettering				$0	$500					
Used Road Grader with shoulder reclaiming equipment (**Replacement #24 -** Model Year 1992)						$75,000	$75,000			
Capital Road Sealing						$345,000	$182,915			
Computer Replacements							$19,218			
Board Room AV							TBD			
Other Projects							TBD			
Cedar Creek Bridge Design						$55,500	$55,500			
Cedar Creek Bridge SMA Construction								$300,000		
20 Yard Patrol Truck Cab and Chassis (**Replacement #15** - Model Year 2007)								$161,000		
2028 Off Year										
UTV Replacement (Recreation Fund)										$35,000
Pickup Truck (**Replacement #4 -** Model Year 2004)										$85,000
20 Yard Patrol Truck (**Replacement #15 -** Model Year 2007)									$93,000	$90,000
Capital Plan Total Cost		**$2,465,000**	**$3,031,500**	**$525,887**	**$846,330**	**$475,500**		**$461,000**	**$0**	**$210,000**
Equipment Total Annual Cost	**$520,214**	**$720,000**	**$859,000**	**$395,387**	**$711,330**	**$75,000**		**$161,000**	**$0**	**$180,000**

Agenda Date: 8/3/26
Agenda Item: #11g

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board
MEMO FROM: Sara Jacoby, Assistant Administrator/Clerk
MEMO WRITTEN: July 23, 2026
MEMO SUBJECT: **Item #11g:** Discussion and possible motion on Ordinance 2026-11, "An Ordinance to Amend Chapter 175 Intoxicating Liquor and Fermented Malt Beverages, of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin*

BACKGROUND

In July, the Town Board denied an operator's license for serving intoxicating beverages. Town of Cedarburg Code (**§ 175-10 Action on application; appeals)** requires applicants who have been denied any license to be notified in writing, by registered mail or personal service, of the reasons for the denial.

Sending registered mail is different from sending certified mail in these ways:

1. **Security & Handling:** Certified mail is processed with regular mail. Registered mail travels in locked containers with a recorded chain-of-custody at every handoff.
2. **Insurance:** Certified mail does not include built-in insurance. Registered mail includes insurance coverage up to $50,000 with more coverage available for an additional fee.
3. **Delivery Speed:** Certified mail is fast, moving through standard First-Class or Priority streams. Registered mail takes longer (often 5 to 15 days) due to strict security checks and secure storage.
4. **Cost:** Certified is budget-friendly (postage plus a small service fee). Registered is a premium service with a higher base cost that varies based on the item's declared value. For example, The Smithsonian moves valuable artwork through register mail and once even sent the Hope Diamond using registered mail.

Certified mail provides a mailing receipt, a trackable number and proof of receipt. It is often used for legal documents and other mail items requiring provable delivery by a specific date but without fair market value.

PROPOSED TOWN CODE AMENDMENT

In order to send a certified letter instead of registered mail, Town Code Section 175 must be amended to replace the text "registered mail" with "certified mail."

ACTION REQUESTED

Staff requests the Town Board to consider approving Ordinance 2026-11 to amend Chapter 175.

ATTACHMENT

I. Draft Ordinance 2026-11

ORDINANCE NO. 2026-11

An Ordinance to Amend Chapter 175 Intoxicating Liquor and Fermented Malt Beverages, of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin.

WHEREAS, The Town of Cedarburg is a body corporate and politic; and

WHEREAS, The Town Board exercises village powers by Ch. 61, Wis. Stats.; and

WHEREAS, The Town Board is aware that a liquor or operator license is a privilege, the issuance of which is a right granted solely to the Town Board; and

WHEREAS, The Town Board reserves the right to consider the severity and the facts and circumstances of the offense when making the determination to grant, deny or not renew a license; and

WHEREAS, If the Town Board denies the license, the applicant shall be notified in writing of the reasons for the denial.

NOW, THEREFORE, BE IT ORDAINED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, that Chapter 175 Intoxicating Liquor and Fermented Malt Beverages of the Town of Cedarburg Code of Ordinances is hereby amended to read as follows:

(The text modified with a strikethrough shall be deleted).
(The text modified with an underline shall be added).

Chapter 175, Intoxicating Liquor and Fermented Malt Beverages

§ 175-10 Action on application; appeals.

B. Appeal denial. If the Town Board denies the license, the applicant shall be notified in writing, by ~~registered~~ certified mail or personal service, of the reasons for the denial. The notice shall also inform the applicant of the opportunity to appear before the Town Board and to provide evidence as to why the denial should be reversed. In addition, the notice shall inform the applicant that the reconsideration of the application shall be held in closed session, pursuant to § 19.85(1)(b), Wis. Stats., unless the applicant requests such reconsideration be held in open session and the Town Board consents to the request. Such written notice shall be mailed or served upon the applicant at least 10 days prior to the Town Board meeting at which the application is to be reconsidered.

(The above text modified with a strikethrough shall be deleted).

(The above text modified with an underline shall be added).

DRAFT

This ordinance shall be in full force and effect upon its passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 3rd day of August, 2026.

_____

David M. Salvaggio

Town Chairman

_____

Sara Jacoby

Assistant Administrator/Clerk

DRAFT

Preserving Yesterday's Heritage for Tomorrow.

Meeting Date: 8/3/26
Agenda Item: # 11h

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board
FROM: Adam Monticelli, Director of Public Works
MEMO WRITTEN: July 30, 2026
SUBJECT: **Agenda Item #11h**: Discussion and possible motion to approve an amendment to the professional services contract with raSmith for Cedar Creek Road Bridge related Temporary Construction Easement Real Estate Acquisition work*

BACKGROUND

At the March 4, 2026, Town Board meeting the Board approved a professional services contract with raSmith to complete the TLE Acquisition Process for the reconstruction of bridge structure P45-0038 (Cedar Creek Rd bridge east of CTH I). The Town was awarded a Federal Grant in the amount of $1,709,840 (80/20 split) to complete this design and reconstruction project.

raSmith has been working diligently to complete the work, however, there have been some items that have delayed and extended the completion of the project. These delays have been outside of raSmith and the Town's control and has required additional time beyond the anticipated original professional services contract estimate to complete the work.

STAFF ANALYSIS

The Town has consulted with raSmith to provide a best estimate on remaining time to complete their portion of the agreement. raSmith has provided an amendment (see attached) in the amount of $1,500 to complete the last remaining steps. Funding will come out of budgeted and available Consulting Engineering Services budget line item funds.

REQUESTED ACTION

Staff requests the Town Board consider action on the attached amendment.

ATTACHMENTS

I. Original raSmith Professional Services Contract
II. raSmith Amendment

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

February 24, 2026

Town of Cedarburg
Adam Monticelli, Director of Public Works
1293 Washington Avenue
Cedarburg, WI 53012

Re: Proposal for Real Estate Services
WisDOT Project ID 2695-03-02/72 Cedar Creek Road Bridge
Town of Cedarburg, Ozaukee County, Wisconsin

Dear Mr. Monticelli:

Thank you for giving raSmith the opportunity to provide you with a proposal for professional real estate acquisition services. We look forward to working with the Town of Cedarburg (Town) on the Cedar Creek Road Bridge project. We strive to develop a long-term, mutually beneficial relationship with our clients and are committed to understanding your challenges and developing solutions that meet your needs.

Scope of Services includes the following (but not limited to):

- Provide a Real Estate Project Manager
- Completion of up to two (2) Appraisals
- Acquisition of TLE interests from two (2) parcels
- Acquisition of Utility Release of Rights from up to four (4) utilities.
- Coordination with Local Program Real Estate Project Manager, Maggie Hegeman
- READS documentation
- Anticipated Right of Way Clear date: August 1, 2026 (LET is 11/10/2026)

Project Manager

The project manager for this project will be Nicole Smullen, nicole.smullen@rasmith.com.

Proposed Schedule

Task	Date
Final Plat, Relocation Order, Title Reports, Legal Descriptions, and signed DSR (by others)	03/01/2026
Real Estate Kickoff Virtual Meeting	03/09/2026
Introduction/Staking Letters	03/15/2026
Sales Study and Nominal Payment Parcel Report Submitted to Town	Not applicable
Sales Study and Nominal Payment Parcel Report Approved by County	Not applicable
Appraisals and Offering Price Reports Submitted to Town	04/15/2026
Appraisals and Offering Price Reports Approved by Town	04/30/2026
Appraisal Offers sent to property owners	05/01/2026
60-day deadline for owner's appraisal expires	7/01/2026

All parcels acquired by	7/31/2026
ROW Clear Date	7/31/2026

Scope of Services

A. Project Management
raSmith will perform all right of way acquisition services in accordance with 23 U.S.C.; 23 CFR 710; 49 CFR Part 24 Eminent Domain Law; and procedures under sec. 32.05, and 84.09 Wisconsin State Statutes. In addition, raSmith will comply with the Wisconsin Department of Transportation (WisDOT) Local Public Agency real Estate Program Manual for guidance, and consult, on an ongoing basis, with the Local Public Agency Real Estate Project Manager for WisDOT's Southeast Region.

B. **Sales Study/Appraisals**
Single Source, Inc. will complete appraisal services for this project.

- The parcels for this project are considered Nominal acquisitions, which means they are considered less than $25,000. Although a sales study is adequate to establish just compensation, appraisals will be completed for the two impacted parcels to help expedite the acquisition process. Property owners are entitled to secure their own appraisal, if requested.

C. Acquisition Services
raSmith staff members will complete acquisition services for this project.

- Acquisition/negotiation of TLE interests on two (2) parcels.
- Up to four (4) utility land interests requiring release of rights will be obtained on this project.
- Review title searches and updates for ownership and liens on each parcel.
- Mail introductory/brochure letter to each owner.
- Preparation of the acquisition offer package documents.
- Offers will be mailed via certified mail or hand-delivered depending on preference of property owner.
- Maintain a complete acquisition file including a negotiation diary for each parcel.
- Review of owner's appraisal (if applicable).
- Preparation of administrative revision (if applicable).
- Preparation of Statement to Construction Engineer forms and coordination with project engineer and Town regarding commitments with owners.
- Preparation of payment requests to the Town for processing acquisition checks.
- Preparation of closing and conveyance documents.
- Recoding of conveyances.

Professional Fees

The above services will be provided for a fee of up to $16,762.00. Services will be billed each month based on the work completed.

- The cost for negotiation services, utility rights coordination, real estate coordination, and project management will be provided on a time-and-expense basis not to exceed $9,862.00.
- The cost for the appraisal services by subconsultant Single Source, Inc. is a lump sum of $6,900.00 (estimate attached).
- If needed, appraisal costs associated with obtaining estimates from contractors for improvements (e.g. landscaping) will be billed directly to the Town.

Client Responsibilities/Assumptions

The following will be provided by the Town and/or the Town's engineering design consultant for the Cedar Creek Road Bridge project:

- Construction plans, profiles, and cross-sections and approved Design Study Report.
- Final Right-of-Way Plat and filed Relocation Order.
- Legal description of all parcels/interests to be acquired.
- Title search/reports and subsequent title updates.
- Approval of all offering price reports and/or revisions.

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 250 days.

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

Sincerely,
raSmith



Nicole Smullen
Manager Real Estate Services

Enclosure: Professional Services Agreement (Contract)

raSmith

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of March 4, 2026 ("Effective Date") between Town of Cedarburg ("Client") and R.A. Smith, Inc. ("Professional").

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

Bridge #P45-0038, Cedar Creek Road, Town of Cedarburg, Ozaukee County - WisDOT Project ID 2695-03-02 ("Project").

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

Real Estate Acquisition Services ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.

B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.

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

3.01 *Suspension and Termination*

A. The obligation to continue performance under this Agreement may be suspended:

1. *By Client*: Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
2. *By Professional*: Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.

B. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
   a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
   b. By Professional:
      1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
      2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
   c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

d. Professional shall have no liability to Client on account of a termination for cause by Professional.

e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

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

C. Opinions of Cost

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

D. Use of Documents

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

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

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and

4. Such limited license to Client shall not create any rights in third parties.

E. Liability

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

F. Indemnification

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

G. Dispute Resolution

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

H. Governing Law

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

6.01 *Agreement*

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

7.01 *Lien Notice*

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

raSmith

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

Project Name: Cedar Creek Rd., Town of Cedarburg; Project ID 2695-03-02

Client: Town of Cedarburg

By:

Print name: Adam Monticelli

Title: Director of Public Works

Date Signed: 3-4-2026

Professional: R.A. Smith, Inc.

By:

Print name: Nicole Smullen

Title: Real Estate Services Manager

Date Signed: 3-5-26

Address for Client's receipt of notices:

1293 Washington Ave

Cedarburg WI 53012

Client's Phone: 262.377.4509 x1

Client's Email: amonticelli@townofcedarburgwi.gov

Address for Professional's receipt of notices:

R.A. Smith, Inc.

16745 West Bluemound Road

Brookfield, WI 53005

Professional's Phone:

Professional's Email:

raSmith

AMENDMENT #1

Date:	July 30, 2026
Project Name:	Cedar Creek Road Bridge
raSmith Project Number:	1260004
WisDOT Project ID:	2695-03-02/72
Client:	Town of Cedarburg
Attention:	Adam Monticelli
Title:	Director of Public Works
Address:	1293 Washington Avenue Cedarburg, WI 53012

SCOPE OF WORK

The following scope of services modifications will be incorporated into the agreement:

raSmith will prepare documentation to support the Jurisdictional Offer process for Parcel 1 (Wardenburg Property) which is anticipated to include the following:

- Preparation of supporting materials, exhibits, maps, plans, and other technical documentation required by the jurisdiction.
- Compilation and organization of property, site, and project-related information necessary for the Jurisdictional Offer package.
- Development of narratives, justifications, and supporting documentation through READS as required by the approving agency and WisDOT.
- Recording all documentation with Clerk of Court and Register of Deeds for Ozaukee County.

ESTIMATED COMPLETION SCHEDULE

- New Right-of-way Clear Date to be 9/25/2026

PROFESSIONAL FEES

Original Contract (including $6,900.00 Appraisal Service Fee).....	$	16,762.00
Amendment # 1	$	1,500.00
Revised Contract Amount.....	**$**	**18,262.00**

ACCEPTANCE

If the terms of this amendment are acceptable, please sign and date this agreement and return it to our office.

Requested By:		Accepted By:	
Print Name:	Nicole Smullen	Print Name:	Adam Monticelli
Title:	Real Estate Services Manager	Title:	Director of Public Works
Representing:	R.A. Smith, Inc.	Representing:	Town of Cedarburg
Date:	07/30/2026	Date:	

Meeting Date: 8/3/26
Agenda Item: # 11i

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO:	David Salvaggio, Chairman Town Board
FROM:	Adam Monticelli, Director of Public Works
MEMO WRITTEN:	July 23, 2026
SUBJECT:	**Agenda Item #11i**: Discussion and possible action regarding negotiated compensation offer to Bruce and Susan Stevens for a Temporary Limited Construction Easement on their property at 5221 Cedar Creek Road to complete the Cedar Creek Road Bridge construction project*

BACKGROUND

At the March 4, 2026, Town Board meeting the Board approved a contract with raSmith to act as the real estate acquisition specialists as required by WisDOT for the reconstruction project of structure P45-0038 (bridge on Cedar Creek Rd, East of CTH I). The Temporary Limited Easement is required to complete the necessary construction clearing and grading on private property near the bridge structure.

In review, the following information was presented to the Town Board at the March 4th meeting:

> The Town of Cedarburg was awarded a Federal Grant in the amount of $1,709,840 (80/20 split) to reconstruct bridge P45-0038 (Cedar Creek Rd bridge east of CTH I). The Town was made aware during the design phase that there would be some TLE (Temporary Limited Easements) needed to complete manly grading work along the Southwest and Southeast sections of the approaches onto the bridge. This TLE requirement was originally thought to be something the Town Director of Public Works could work out with both property owners without any major involvement from the State DOT, unfortunately, that isn't the case.
>
> It was brought to the attention of the Town by DOT in early January 2026 that to complete the TLE Acquisition process, the Town would be required to hire only consultants listed on the WisDOT approved list. This list is specifically for projects with State or Federal funding involved, it's a way for WisDOT to ensure all appropriate steps are being followed and to mitigate any mistakes or liability issues in the process.

STAFF ANALYSIS

The process was followed per DOT requirements, and an appraisal was completed on Parcel 2 (Stevens Property at 5221 Cedar Creek Rd). Per the appraisal report several factors are analyzed to determine the 18-month TLE land rental for construction specific to individual properties, below are a few of those factors:

- Size of the TLE in square feet
- Price per square foot of unencumbered land
- Term of encumberment
- Annual rental rate per year (based on current safe rates through the US Treasury)
- Expected inflation rate per year (based on current safe rates through the US Treasury)
- Annual rental rate (based on current safe rates through the US Treasury)
- Annual rent for land within the TLE

The appraisal on the Stevens' parcel was completed by Single Source, Inc., an independent appraisal consultant that has completed appraisals in this capacity on hundreds of DOT projects for several years.

The appraiser was hired by and has been in direct contact with raSmith to ensure it was an independent and fair process to all parties involved.

The appraisal report, plat, and legal descriptions are included for the Town Board to review. The appraisal determined compensation in the amount of $4,000.00 to the Stevens for access over the entire construction timeline was appropriate.

BUDGET IMPACT

The 2026 budget includes $55,500 for engineering related to this project. It does not include compensation for temporary limited easements. Ongoing work regarding TLE issues will result in an estimated overage of $1,500 from the raSmith original estimate with regards to the TLE Acquisition Consultant contract (total Board approved of $16,762); an amendment is needed to account for this cost and is a separate item on this month's agenda.

Overall, staff estimates at this time engineering project related costs for 2026 should remain within the budgeted amount unless other issues arise. Ehlers has advised TLE payments can be funded with Capital funds.

REQUESTED ACTION

Staff requests the Town Board consider approving compensation in the amount of $4,000 to Bruce and Susan Stevens for a Temporary Limited Construction Easement on their property at 5221 Cedar Cree Road to complete the Cedar Creek Road Bridge construction project.

The funding will be accounted for within a budget amendment later this year, if needed.

ATTACHMENTS

I. Single Point, Inc Appraisal (Stevens Property)
II. Temporary Limited Easement with Legal Description
III. Stevens Plat with TLE

SINGLE SOURCE
Turnkey Services for Eminent Domain

APPRAISAL REPORT

OF

Acquisition of Land and Improvements for
Cedar Creek Road Bridge Improvement Project
Robin Court to the East of Cedar Creek
Project I.D. 2695-03-02
Located at 5221 Cedar Creek Road
Town of Cedarburg, Ozaukee County, Wisconsin
Parcel No. 2

DATE OF VALUE

April 8, 2026

PREPARED FOR

Town of Cedarburg
Mr. Adam Monticelli
Director of Public Works
1293 Washington Avenue
Cedarburg, Wisconsin 53012

PREPARED BY

SINGLE SOURCE, INC.

250 North Sunny Slope Rd ∘ Suite 204 ∘ Brookfield, WI 53005 ∘ Phone (262) 789-8300 ∘ Fax (262) 789-1302

May 4, 2026

Town of Cedarburg
Mr. Adam Monticelli
Director of Public Works
1293 Washington Avenue
Cedarburg, Wisconsin 53012

RE: **Acquisition of Land and Improvements for**
Cedar Creek Road Bridge Improvement Project
Robin Court to the East of Cedar Creek
Project I.D. 2695-03-02
Located at 5221 Cedar Creek Road
Town of Cedarburg, Ozaukee County, Wisconsin
Parcel No. 2

Dear Mr. Monticelli:

At your request and authorization, the appraiser has evaluated the impact of the acquisition of land and improvement interest proposed to be acquired by tbe Town of Cedarburg, affecting the referenced real property. The purpose is to estimate the compensation due the owner under the provisions of 32.09 Wisconsin Statutes. As provided in Section 32.09, compensation shall be based on the fair market value of the property.

The subject property is located on the south side of Cedar Creek Road, west of Interstate 43, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject has a street address of 5221 Cedar Creek Road. According to the Ozaukee County Land Information web site and the Town of Cedarburg assessment records the site includes a total of approximately 45.9820-acres or 2,002,976-square feet. The subject is irregular in shape with level, sloping, to rolling topography and is at and below road grade. The subject is improved with a single family bome. According to the Town of Cedarburg assessors' office, the subject property was built in 1990 and has approximately 5,194 square feet of living area on two floors. The property has driveway access to the single family dwelling.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter.

Based on our investigation as outlined, it is our opinion that the total compensation due the owner of the subject property located at 5221 Cedar Creek Road, Town of Cedarburg, Ozaukee County, Wisconsin, as of April 8, 2026 is:

FOUR THOUSAND DOLLARS

($4,000)

The following table presents the conclusion and allocation.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **Bruce J. Stevens and Susan J. Stevens, as husband and wife,** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of $4,000.00 for the purpose of **Grading and Clearing**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED, AS EXHIBIT A, AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
03-014-05-011.00

Signature Date

Bruce J. Stevens
Print Name

Signature Date

Susan J. Stevens
Print Name

Date

State of Wisconsin)
) ss.
Ozaukee County)

On the above date, this instrument was acknowledged before me by the above person(s).

The signer was: ____ Physically in my presence. **OR** ____ In my presence involving the use of communication technology.

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID	County	Parcel No.
2695-03-02	Ozaukee	2

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tracts of land described as:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin being further described as follows:

Commencing at the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence North 88°41’52” East along the north line of said Northeast 1/4 of the Northwest 1/4, a distance of 1792.00 feet; thence South 01°18’08” East, 33.00 feet; thence North 88°41’52” East, 329.14 feet to the point of beginning of the herein described easement; thence continue North 88°41’52” East, 209.00 feet; thence South 01°18’08” East, 5.00 feet; thence South 88°41’52” West, 56.85 feet; thence South 01°18’08” East, 5.00 feet; thence South 88°41’52” West, 31.36 feet; thence South 01°18’08” East, 5.00 feet, thence South 88°41’52” West, 120.80 feet; thence North 01°18’08” West, 15.00 feet to the point of beginning.

Said easement contains **2410 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

The above Temporary Limited Easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

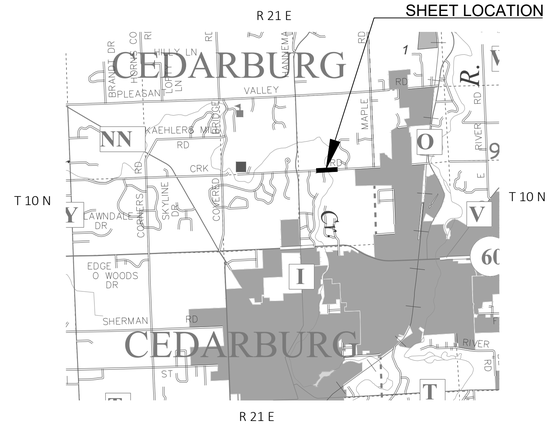
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANCE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF CEDARBURG.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	R/W REQUIRED (S.F.)			P.L.E. S.F.	T.L.E. S.F.
				NEW	EXISTING	TOTAL		
1	4.02	CALEB A. WARDENBURG AND CIARA WARDENBURG, AS HUSBAND AND WIFE	TLE	0	0	0	0	1026
2	4.02	BRUCE J. STEVENS AND SUSAN J. STEVENS, AS HUSBAND AND WIFE	TLE	0	0	0	0	2410

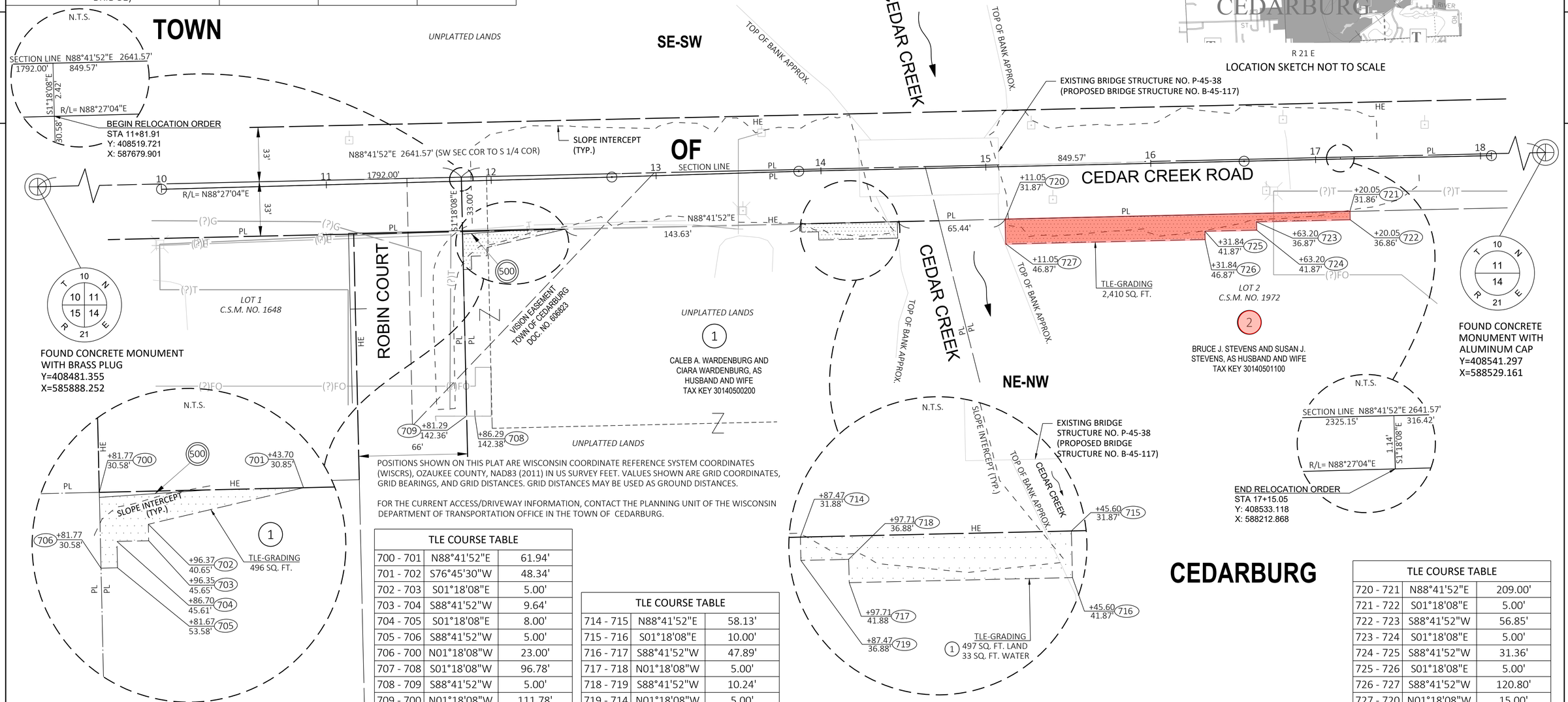
BASIS OF EXISTING RIGHT-OF-WAY			
ROUTE	BASIS	WIDTH	YEAR
CEDAR CREEK ROAD (S OF CL, W OF BRIDGE)	CSM 1648	33'	1955
CEDAR CREEK ROAD (S OF CL, E OF BRIDGE)	CSM 1972	33'	1988
CEDAR CREEK ROAD (N OF CL AND ACROSS BRIDGE)	STATUTE 82.31	PRESUMED 66'	N/A

UTILITY INTERESTS REQUIRED				
UTILITY NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	DOCUMENT #
500	4.02	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS	NO EASEMENT OF RECORD PROVIDED



LOCATION SKETCH NOT TO SCALE

4



POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OZAUKEE COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN THE TOWN OF CEDARBURG.

TLE COURSE TABLE		
700 - 701	N88°41'52"E	61.94'
701 - 702	S76°45'30"W	48.34'
702 - 703	S01°18'08"E	5.00'
703 - 704	S88°41'52"W	9.64'
704 - 705	S01°18'08"E	8.00'
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708 - 709	S88°41'52"W	5.00'
709 - 700	N01°18'08"W	111.78'

TLE COURSE TABLE		
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716 - 717	S88°41'52"W	47.89'
717 - 718	N01°18'08"W	5.00'
718 - 719	S88°41'52"W	10.24'
719 - 714	N01°18'08"W	5.00'

TLE COURSE TABLE		
720 - 721	N88°41'52"E	209.00'
721 - 722	S01°18'08"E	5.00'
722 - 723	S88°41'52"W	56.85'
723 - 724	S01°18'08"E	5.00'
724 - 725	S88°41'52"W	31.36'
725 - 726	S01°18'08"E	5.00'
726 - 727	S88°41'52"W	120.80'
727 - 720	N01°18'08"W	15.00'

CEDARBURG

REVISION DATE	DATE 03/19/2026	SCALE, FEET 0 60 120	HWY: CEDAR CREEK ROAD	STATE R/W PROJECT NUMBER 2695-03-02	PLAT SHEET 4.02
	GRID FACTOR N/A		COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 2695-03-72	PS&E SHEET E

FILE NAME : 040401_RP.DWG
LAYOUT NAME - RW 1 IN 100 FT

PLOT DATE : 3/19/2026 8:41 AM PLOT BY : ROLLINS, CARLA PLOT NAME : PLOT SCALE : 1" = 60'

WISDOT/CADDS SHEET 75

Meeting Date: 8/3/26
Agenda Item: #11j

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO:	David Salvaggio, Chairman Town Board
FROM:	Adam Monticelli, Director of Public Works
MEMO WRITTEN:	July 29, 2026
SUBJECT:	**Agenda Item #11j**: Discussion and possible action regarding Jurisdictional Offer to Caleb and Ciara Wardenburg for a Temporary Limited Construction Easement on their property at 5413 Cedar Creek Road to complete the Cedar Creek Road Bridge construction project*

BACKGROUND

At the March 4, 2026, Town Board meeting the Board approved a contract with raSmith to act as the real estate acquisition specialists as required by WisDOT for the reconstruction project of structure P45-0038 (bridge on Cedar Creek Rd, East of CTH I). The Temporary Limited Easement is required to complete the necessary construction clearing and grading on private property near the bridge structure.

In review, the following information was presented to the Town Board at the March 4th meeting:

> The Town of Cedarburg was awarded a Federal Grant in the amount of $1,709,840 (80/20 split) to reconstruct bridge P45-0038 (Cedar Creek Rd bridge east of CTH I). The Town was made aware during the design phase that there would be some TLE (Temporary Limited Easements) needed to complete manly grading work along the Southwest and Southeast sections of the approaches onto the bridge. This TLE requirement was originally thought to be something the Town Director of Public Works could work out with both property owners without any major involvement from the State DOT, unfortunately, that isn't the case.
>
> It was brought to the attention of the Town by DOT in early January 2026 that to complete the TLE Acquisition process, the Town would be required to hire only consultants listed on the WisDOT approved list. This list is specifically for projects with State or Federal funding involved, it's a way for WisDOT to ensure all appropriate steps are being followed and to mitigate any mistakes or liability issues in the process.

STAFF ANALYSIS

The process was followed per DOT requirements, and an appraisal was completed on Parcel 1 (Wardenburg Property at 5413 Cedar Creek Rd). Per the appraisal report several factors are analyzed to determine the 18-month TLE land rental for construction specific to individual properties, below are a few of those factors:

- Overall property value
- Size of the TLE in square feet
- Price per square foot of unencumbered land
- Term of encumberment
- Annual rental rate per year (based on current safe rates through the US Treasury)
- Expected inflation rate per year (based on current safe rates through the US Treasury)
- Annual rental rate (based on current safe rates through the US Treasury)
- Annual rent for land within the TLE

The appraisal on the Wardenburg parcel was completed by Single Source, Inc., an independent appraisal consultant that has completed appraisals in this capacity on hundreds of DOT projects for several years.

The appraiser was hired by and has been in direct contact with raSmith to ensure it was an independent and fair process to all parties involved.

The appraisal report, plat, and legal descriptions are included for the Town Board to review. The appraisal determined compensation in the amount of $700.00 to the Wardenburgs for access over the entire construction timeline was appropriate.

BUDGET IMPACT

The 2026 budget includes $55,500 for engineering related to this project. It does not include compensation for temporary limited easements. Ongoing work regarding TLE issues will result in an estimated overage of $1,500 from the raSmith original estimate with regards to the TLE Acquisition Consultant contract (total Board approved of $16,762); an amendment is needed to account for this cost and is a separate item on this month's agenda.

Overall, staff estimates at this time engineering project related costs for 2026 should remain within the budgeted amount unless other issues arise. Ehlers has advised TLE payments can be funded with Capital funds.

REQUESTED ACTION

Staff requests the Town Board consider approving compensation in the amount of $700.00 to Caleb and Ciara Wardenburg for a Temporary Limited Construction Easement on their property at 5413 Cedar Creek Road to complete the Cedar Creek Road Bridge construction project.

The funding will be accounted for within a budget amendment later this year, if needed.

ATTACHMENTS

I. Single Point, Inc Appraisal (Wardenburg Property)
II. Temporary Limited Easement with Legal Description
III. Wardenburg Plat with TLE

SINGLE SOURCE
Turnkey Services for Eminent Domain

APPRAISAL REPORT

OF

Acquisition of Land and Improvements for
Cedar Creek Road Bridge Improvement Project
Robin Court to the East of Cedar Creek
Project I.D. 2695-03-02
Located at 5413 Cedar Creek Road
Town of Cedarburg, Ozaukee County, Wisconsin
Parcel No. 1

DATE OF VALUE

April 8, 2026

PREPARED FOR

Town of Cedarburg
Mr. Adam Monticelli
Director of Public Works
1293 Washington Avenue
Cedarburg, Wisconsin 53012

PREPARED BY

SINGLE SOURCE, INC.

250 North Sunny Slope Rd ∘ Suite 204 ∘ Brookfield, WI 53005 ∘ Phone (262) 789-8300 ∘ Fax (262) 789-1302

May 18, 2026

Town of Cedarburg
Mr. Adam Monticelli
Director of Public Works
1293 Washington Avenue
Cedarburg, Wisconsin 53012

RE: **Acquisition of Land and Improvements for**
Cedar Creek Road Bridge Improvement Project
Robin Court to the East of Cedar Creek
Project I.D. 2695-03-02
Located at 5413 Cedar Creek Road
Town of Cedarburg, Ozaukee County, Wisconsin
Parcel No. 1

Dear Mr. Monticelli:

At your request and authorization, the appraiser has evaluated the impact of the acquisition of land and improvement interest proposed to be acquired by the Town of Cedarburg, affecting the referenced real property. The purpose is to estimate the compensation due the owner under the provisions of 32.09 Wisconsin Statutes. As provided in Section 32.09, compensation shall be based on the fair market value of the property.

The subject property is located at the southeast corner of Cedar Creek Road and Robin Court, west of Interstate 43, in the Town of Cedarburg, Ozaukee County, Wisconsin. The subject has a street address of 5413 Cedar Creek Road. According to the Ozaukee County Land Information web site and the Town of Cedarburg assessment records the site includes a total of approximately 1.250-acres or 54,450-square feet. The subject is generally rectangular in shape with level, sloping, to rolling topography and is at and below road grades. The subject is improved with a single family home. According to the Town of Cedarburg assessors' office, the subject property was built in 1954 and has approximately 1,389 square feet of living area on one floor. The property has driveway access to the single family dwelling.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter.

Based on our investigation as outlined, it is our opinion that the total compensation due the owner of the subject property located at 5413 Cedar Creek Road, Town of Cedarburg, Ozaukee County, Wisconsin, as of April 8, 2026 is:

SEVEN HUNDRED DOLLARS

($700)

Attachment A

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tracts of land described as:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin being further described as follows:

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Said easement contains **496 square feet**, more or less.

Also that part of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 10 North, Range 21 East, Town of Cedarburg, Ozaukee County, Wisconsin being further described as follows:

Commencing at the Northwest corner of said Northeast 1/4 of the Northwest 1/4; thence North 88°41'52" East along the north line of said Northeast 1/4 of the Northwest 1/4, a distance of 1792.00 feet; thence South 01°18'08" East, 33.00 feet; thence North 88°41'52" East, 205.57 feet to the point of beginning of the herein described easement; thence continue North 88°41'52" East, 58.13 feet; thence South 01°18'08" East, 10.00 feet; thence South 88°41'52" West, 47.89 feet; thence North 01°18'08" West, 5.00 feet; thence South 88°41'52" West, 10.24 feet; thence North 01°18'08" West, 5.00 feet to the point of beginning.

Said easement contains **530 square feet**, more or less.

Together both easements contain **1026 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

The above Temporary Limited Easements are to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

CONVENTIONAL SYMBOLS

SECTION LINE
QUARTER LINE
SIXTEENTH LINE
NEW REFERENCE LINE
NEW R/W LINE
EXISTING R/W OR HE LINE
PROPERTY LINE
LOT, TIE & OTHER MINOR LINES
EXISTING CENTERLINE
CORPORATE LIMITS
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)
TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)
BUILDING — TO BE REMOVED
BRIDGE — CULVERT

SECTION CORNER SYMBOL
SECTION CORNER MONUMENT
R/W MONUMENT (TO BE SET)
NON-MONUMENTED R/W POINT
FOUND SURVEY MONUMENT (SEE FOUND MONUMENT TABLE)
GEODETIC SURVEY MONUMENT
NON-PERMITTED SIGN — PERMITTED SIGN
ACCESS RESTRICTED BY ACQUISITION
NO ACCESS (BY STATUTORY AUTHORITY)
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)
NO ACCESS (NEW HIGHWAY)
PARCEL NUMBER (25)
PARALLEL OFFSETS

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD TRANSMISSION LINES	OH
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	STM
COMBINED SEWER	SAN/STM
ELECTRIC TOWER	
TRANSMISSION STRUCTURES	

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE		
TELEPHONE POLE		
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)		

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	PROPERTY LINE	PL
ACRES	AC	RECORDED AS	(100')
ALUMINUM	ALUM	REEL / IMAGE	R/I
AND OTHERS	ET AL	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM	RIGHT	RT
CONCRETE	CONC	RIGHT OF WAY	R/W
COUNTY TRUNK HIGHWAY	CTH	SECTION	SEC
CORNER	COR	SEPTIC VENT	SEPV
DOCUMENT NUMBER	DOC	SQUARE FEET	SF
EASEMENT	EASE	STATE TRUNK HIGHWAY	STH
EXISTING	EX	STATION	STA
GAS VALVE	GV	TELEPHONE PEDESTAL	TP
GRID NORTH	GN	TRANSPORTATION PROJECT PLAT	TPP
IDENTIFICATION	ID	UNITED STATES HIGHWAY	USH
INTERSTATE HIGHWAY	IH	VOLUME	V
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		
POINT OF COMPOUND CURVE	PCC		
POINT OF INTERSECTION	PI		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
DELTA ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), OZAUKEE COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

ALL NEW RIGHT-OF-WAY MONUMENTS WILL BE TYPE 2 (TYPICALLY ¾" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON-ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, OR FROM CENTERLINE OF EXISTING PAVEMENTS.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE PLANNING UNIT OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION OFFICE IN THE TOWN OF CEDARBURG.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE DETAIL PAGES.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE DETAIL PAGES.

AN EASEMENT FOR HIGHWAY PURPOSES (HE), AS LONG AS SO USED, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLES) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

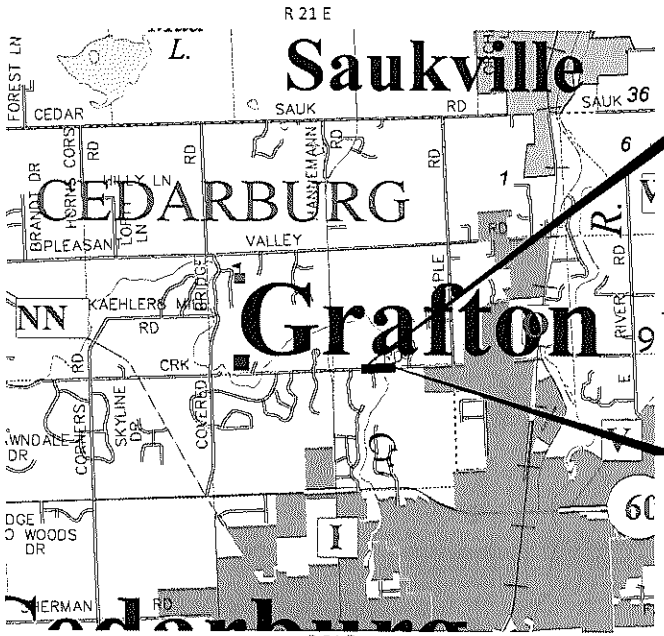
R/W PROJECT NUMBER 2695-03-02	SHEET NUMBER	TOTAL SHEETS
FEDERAL PROJECT NUMBER N/A	4.01	2

PLAT OF RIGHT OF WAY REQUIRED FOR

T CEDARBURG, CEDAR CREEK RD
CEDAR CREEK BRIDGE, P-45-0038

CEDAR CREEK ROAD	OZAUKEE COUNTY

CONSTRUCTION PROJECT NUMBER
2695-03-72



BEGIN RELOCATION ORDER
1702.00 FEET EAST AND 2.42 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 14, T10N, R21E

END RELOCATION ORDER
318.42 FEET WEST AND 1.14 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 14, T10N, R21E

LAYOUT
SCALE 0 — 1 MI

TOTAL NET LENGTH OF CENTERLINE = 0.15 MI



THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

ORIGINAL PLANS PREPARED BY

GRAEF
275 W. WISCONSIN AVENUE, SUITE 300
MILWAUKEE, WI 53203

WISCONSIN
CARLA J. ROLLINS
S-3207
SHEBOYGAN FALLS WI
LAND SURVEYOR

03/19/2026
(Date) (Signature)

REVISION DATE

APPROVED FOR THE TOWN OF CEDARBURG
DATE 3-19-26 (Signature)

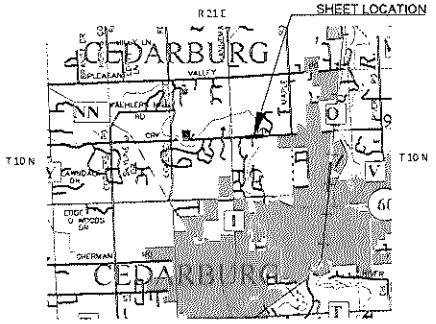
SCHEDULE OF LANDS & INTERESTS REQUIRED

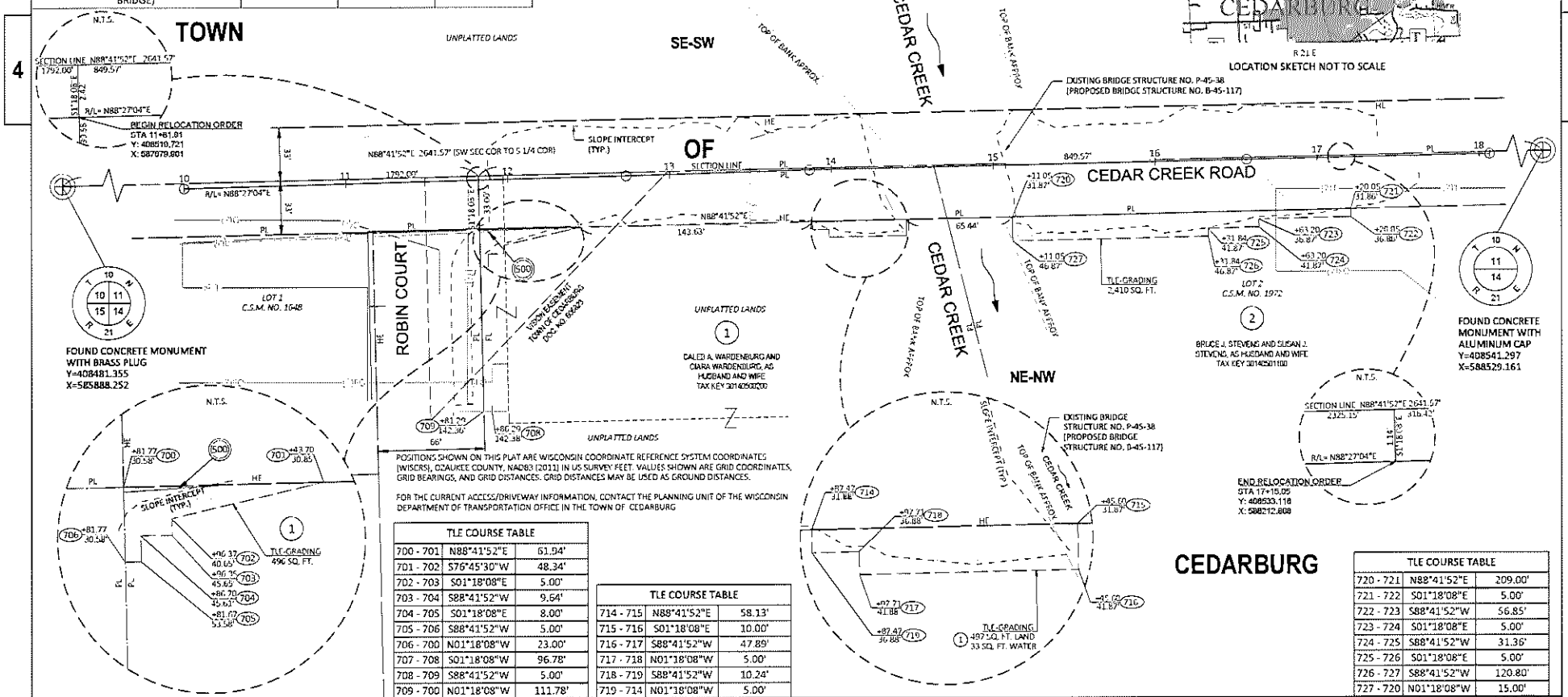
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PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	R/W REQUIRED [S.F.]			P.L.E. S.F.	T.L.E. S.F.
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UTILITY INTERESTS REQUIRED				
UTILITY NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	DOCUMENT #
S00	4.02	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS	NO EASEMENT OF RECORD PROVIDED





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REVISION DATE			

DATE	03/19/2026	SCALE: FEET 0 60 120	HWY: CEDAR CREEK ROAD	STATE R/W PROJECT NUMBER 2695-03-02	PLAT SHEET 4.02
GRID FACTOR	N/A		COUNTY: OZAUKEE	CONSTRUCTION PROJECT NUMBER 2695-03-72	PS&E SHEET ____ E

FILE NAME: D40401_RP.DWG
LAYOUT NAME - RW 1 IN 100 FT

PLOT DATE: 3/19/2026 8:41 AM PLOT BY: ROLLINS, CARLA PLOT NAME: PLOT SCALE: 1" = 60'

WISDOT/CADDS SHEET 75

Preserving Yesterday's Heritage for Tomorrow.

2027 Budget Timeline & Process

June	Optional first Finance Committee meeting: property insurance and financing. NA for 2026.
July 1	Budget process commences by staff.
July 10	Review road ratings & Capital financing, strategic plan and budget calendar at 1pm.
July (Month)	Current budget status analyzed. Budget Memorandum and spreadsheet distributed to staff. Capital Plan evaluated with consideration for equipment, roads, facilities & other capital.
July 22	Finance Committee meeting at 1pm to review current budget status and Capital/financing.
August 3	Presentation of budget timeline to Town Board at regular meeting along with financing approval.
August 10	Department proposed budget requests due to Administrator, including Capital items and grants.
August 26	Park and Recreation Committee discusses Parks budget.
September 2	Finance Committee meeting at 1pm to discuss current year budget and 2027 budget. Present draft Capital Plan update, as necessary.
Sept. 7-11	Administrator drafts preliminary proposed budget.
September 16	Finance Committee meeting at 1pm to discuss proposed budget/narrative/final Capital Plan.
October 5	Town Board reviews draft proposed budget and provides direction.
October 14	Finance Committee meeting at 1pm, all funds shown.
November 2	Town Board reviews final draft budget all funds shown.
November 11	Budget Public Hearing at 6pm, Town Board considers final adoption.