



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, December 9, 2025
7:30 PM
Christine Nuernberg Hall

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings:

- 1) **ORDINANCE 2025-1686** - An Ordinance Approving a Rezoning of the Properties Located at 11030, 11020 and 10950 North Buntrock Avenue, 11027 North Weston Drive and the Property Immediately to the South from Town Center (TC) to Town Center (TC) with a Planned Unit Development (PUD), in Connection with a Planned Residential Development Consisting of Fifty-Eight (58) Row House-Style Dwelling Units, a Mixed-Use Commercial Building and Associated Open Space; **Recommended by Planning Commission October 27, 2025; First Reading at Common Council November 11, 2025.**

- 1) Public Hearing
- 2) Consideration of Ordinance

- 2) **ORDINANCE 2025-1687** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Two-Family Residential Cluster Developments as a Conditional Use within the City's Neighborhood Commercial (NC) Zoning District; **Recommended by Planning Commission October 27, 2025; Further Recommended by Public Welfare November 11, 2025; First Reading at Common Council November 11, 2025.**

- 1) Public Hearing
- 2) Consideration of Ordinance

5) Personal Appearances and Public Comment:

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**

6) **Public Officials' Reports:**

- a) Mayor
 - 1) Mayoral Proclamation Recognizing Tina Schwantes as Executive Director of the Mequon-Thiensville Chamber of Commerce
- b) City Administrator

7) **Consent Agenda:**

- a) Architectural Board meeting minutes of October 13, 2025
- b) Common Council meeting minutes of November 11, 2025
- c) Festivals Committee meeting minutes of October 27, 2025
- d) Finance-Personnel Committee meeting minutes of October 14, 2025
- e) Planning Commission meeting minutes of October 27, 2025
- f) Public Safety Committee meeting minutes of September 9, 2025
- g) Public Works Committee meeting minutes of October 14, 2025
- h) **RESOLUTION 4244 - A Resolution Authorizing a Development Agreement Related to Necessary Infrastructure and Improvements of Riverland Meadows, a Single-Family Residential Subdivision Consisting of 12 Lots Located at 4001 W. Pioneer Road; Recommended by Planning Commission December 1, 2025.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4243 - A Resolution Authorizing Final Plat for Phase Two of Swan Ridge Farms, a Single-Family Residential Subdivision Consisting of 42 Lots of a Total 83 Lots Located Immediately South and West of 10129 North Swan Road; Recommended by Planning Commission December 1, 2025.**
- b) **RESOLUTION 4245 - A Resolution Approving Three (3) Letters of Engagement for the Completion of Statutorily-Required Audits of Tax Increment Financing Districts #3, #4 & #5 with Baker Tilly US, LLP, Milwaukee, Wisconsin in a Total Amount Not-To-Exceed \$57,500; Recommendation Forthcoming by Finance-Personnel Committee December 9, 2025.**
- c) **RESOLUTION 4246 - A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2026 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$311,008; Recommendation Forthcoming by Finance-Personnel Committee December 9, 2025.**
- d) **RESOLUTION 4247 - A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2026; Recommendation Forthcoming by Finance-Personnel Committee December 9, 2025.**
- e) **RESOLUTION 4248 - A Resolution Authorizing a Second Amendment to the State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Mequon Road, to Include Green Crosswalk Re-Painting at the Ozaukee Interurban Trail; Recommendation Forthcoming by Public Works Committee December 9, 2025.**

- f) **RESOLUTION 4249** - A Resolution Supporting the Application for a Transportation Alternatives Program (TAP) Grant through the Wisconsin Department of Transportation (WisDOT) for Planning and Design of Sidepaths Along Portions of Donges Bay and Range Line Roads; **Recommendation Forthcoming by Public Works Committee December 9, 2025.**
- g) **RESOLUTION 4250** - A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Taft Outfitting, Oshkosh, Wisconsin for a Total Cost Not to Exceed \$47,741; **Recommendation Forthcoming by Public Safety Committee December 9, 2025.**
- h) **RESOLUTION 4251** - A Resolution Approving a Change to the Southern Ozaukee Fire and EMS Department's Capital Improvement Program to Authorize the Purchase of One (1) Ambulance from American Response Vehicles of Columbia, Missouri for \$333,110; **Recommendation Forthcoming by Public Safety Committee December 9, 2025.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business:

- a) Appointment of Election Inspectors and Special Voting Deputies for the period of January 1, 2026 - December 31, 2027
- b) Mid-Moraine Municipal Court Administrative Committee Representative Appointment: Jessica Wolff

12) Potential Closed Session:

- a) Personnel Evaluation of City Administrator: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), Wisconsin State Statutes, considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: December 9, 2025

/s/ Andrew Nerbun, Mayor

 Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: December 9, 2025
SUBJECT: ORDINANCE 2025-1686 - An Ordinance Approving the Rezoning of Properties Located at 11030, 11020 and 10950 North Buntrock Avenue, 11027 North Weston Drive and the Property Immediately to the South from Town Center (TC) to Town Center (TC) with a Planned Unit Development (PUD), in Connection with a Planned Residential Development Consisting of Fifty-Eight (58) Row House-Style Dwelling Units, a Mixed-Use Commercial Building and Associated Open Space

Background

The applicant, P2 Development, is seeking approval of a concept plan and a rezoning request for fifty-eight (58) rowhouse-style dwellings located in seven (7) buildings and a three-story mixed-use building with underground parking located in the Town Center neighborhood. The project will combine five existing parcels that currently contain an auto service facility, a single-family home, two vacant buildings and a vacant lot. The developer estimates a total value of \$18 million, which is an increase of \$16 million when compared to the properties' existing value. The project is located south of the recently built row houses located on Buntrock Avenue, and the mixed-use building that includes Central Bark Dog daycare located on Weston Drive. The parcels are zoned TC (Town Center), and the proposed development requires designation as a Planned Unit Development (PUD), which is necessary for developments that include 16 or more units. Notably, a text amendment approved by the Common Council in 2017 eliminated the ability to have multi-story apartment buildings in the Town Center Zoning District. At the time, the Code was also changed to allow buildings with 16 or fewer units, provided that all units have individual first floor access. This project complies with both such amendments.

Analysis

The concept plan (see Exhibit B) shows eight (8) total buildings as part of the project. Five (5) of the buildings will include three-bedroom units, two (2) of the buildings will include two-bedroom units, and the mixed-use building will include commercial on the first floor, offices on the second floor and extended-stay suites on the third floor. The overall density is 9.6 units per acre, which is less than the 32 units per-acre maximum density permitted in the TC Zoning District.

The concept plan shows two residential buildings along Buntrock Avenue, and a mixed-use

building and a residential building along Weston Drive. The remaining buildings are located in the interior of the site in a traditional block pattern. There is a large greenway that extends from the Steffen Drive intersection to Weston Drive that includes a pedestrian path and landscaping. Previously, City staff and the applicant had discussed the extension of Steffen Drive as the main driveway through the development. The applicant was concerned about vehicles using the connection as a cut through and driving at a high rate of speed. The location was also close to the intersection to the north, which was not consistent with the established block pattern in Town Center and created multiple conflicts. The pedestrian-only connection at this location creates meaningful open space within the project and prioritizes its use for residents and for pedestrian-oriented traffic only, a public objective of the neighborhood.

Staff is concerned with the road connection adjacent to the Wilson School entrance. Since the plan shows two connections into the development, staff is recommending that this road connection be removed unless the applicant provides a traffic impact analysis that shows no degradation of service along Buntrock Avenue. Staff understands that this may have a minor impact on the design of the concept plan and will work with the applicant on the final layout prior to Common Council approval. In addition, when considering future development within this block, additional road and pedestrian connections are contemplated and can be realized for implementation to support a traditional neighborhood design.

The concept plan complies with the Town Center Zoning and Design Standards except in the case of the percentage of building street frontage that is occupied by buildings, which will require a waiver. Staff is supportive of the waiver since the lack of compliance is primary, due to the inclusion of the greenway and path. To maintain the street edge, staff recommends a decorative wall or other feature to accent the entrances at both Buntrock Avenue and Weston Drive into the pathway. These entry features shall be consistent with Town Center streetscape features.

The applicant has provided an updated Concept Plan (see Exhibit C) which incorporates all the conditions recommended by Planning Commission.

Fiscal Impact

The fifty-eight (58)-unit residential and mixed-use development is estimated to be valued at \$20,000,000, resulting in estimated annual tax revenue of \$300,000.

Recommendation

On October 27, 2025, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance by a vote of 6-1.

Attachments:

Exhibit A_Zoning Map, Exhibit B_Conceptual Site Plan, Exhibit C_Proposed Site Plan

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1686

An Ordinance Approving a Rezoning of the Properties Located at 11030, 11020 and 10950 North Buntrock Avenue, 11027 North Weston Drive and the Property Immediately to the South from Town Center (TC) to Town Center (TC) with a Planned Unit Development (PUD), in Connection with a Planned Residential Development Consisting of Fifty-Eight (58) Row House-Style Dwelling Units, a Mixed-Use Commercial Building and Associated Open Space

RECITALS

A. The applicant is seeking rezoning approval for 58-row house-style apartments and a three-story mixed-use building at 11030, 11020 and 10950 N. Buntrock Avenue and 11027 North Weston Drive and the Property Immediately to the South. The parcel is zoned TC (Town Center), which requires a PUD for all residential developments with more than 16 units.

B. The Planning Commission, by majority vote of the Commission on October 27, 2025, has recommended approval of a Zoning Map Amendment to designate the property illustrated in Exhibit A as “Town Center and PUD.”

C. Based upon the Planning Commission's recommendation and following the public hearing before the Common Council on the 9th day of December 2025, the Common Council desires to rezone the property consistent with the conditions of the Commission's recommendation.

D. The proposed rezoning is consistent with the City's comprehensive master plan.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

The existing and official City of Mequon District Zoning Maps are hereby amended so as to change the zoning classification of the properties located at 11030, 11020 and 10950 N. Buntrock Road and 11027 North Weston Drive and the Property Immediately to the South, as further described and illustrated in Exhibit A, to Town Center (TC) and Planned Unit Development (PUD) subject to the following conditions:

1. Common Council approval of the rezoning.
2. A development agreement will be required to define terms for the installation of public and private improvements. The developer must submit a development agreement using the City template. The agreement must be approved by the Planning Commission and Common Council.

3. The streetscaping plan including on-street parking, hardscape, street trees and other amenities (lighting, landscaping) in the front of the buildings shall comply with all Town Center specifications.
4. The development shall include a maximum of 58 residential units each with at-grade access. The three-story mixed-use building shall include commercial spaces on the first floor, offices on the second floor and extended stay suites on the third floor. All commercial uses facing the public street shall include entrance doors and windows that remain free and clear and floor plans shall be oriented with service activity to the rear.
5. Elimination of the north sidewalk termination point for the path along Buntrock Avenue, due to the fact there is not a pedestrian crossing or sidewalk on the west side of the road.
6. There shall be one sidewalk termination point crossing Weston Drive. The sidewalks adjacent to the streets shall extend to the north and south property lines.
7. A conditional use grant will be required due to the height of the mixed-use building, or the building's height shall be reduced.
8. A decorative wall or other feature to accent the entrances at both Buntrock Avenue and Weston Drive into the pathway. These entry features shall be consistent with Town Center streetscape features. Planning Commission approval of all building designs, which shall vary in design to the existing row houses on Buntrock Avenue.
9. The approved Town Center light fixture shall be used along Weston Drive and Buntrock Avenue.
10. There is one specimen tree (Sugar Maple) located adjacent to the intersection of Buntrock Avenue and Steffen Drive that shall be protected during development.
11. A cross-access easement shall be created between the subject parcel and the parcel to the north, containing the existing row houses.
12. A floating easement shall be created along the entire south property line for potential future road and/or pedestrian connections.
13. The southern access point along Buntrock Avenue shall be eliminated.
14. The PUD will go into effect when all existing uses are no longer in operation, and the lots are combined into one parcel or a CSM is approved by Planning Commission
15. Engineering Division review and approval of grading, drainage, stormwater management, erosion control and utility plans, in conformance to City ordinances and the SSLD.
16. A cross-access easement with the Foxtown Townhomes property for the driveway connection.

17. Connection to public water and sanitary sewer. The applicant shall obtain the necessary approval and permits for the installation of the sanitary sewer and water main from the various regulatory agencies. This will require a public main extension. Water service shall be developed in accordance with the Mequon Water Connection Policy.

18. Peak and average flow calculations shall be provided for the sanitary sewer connection prior to utility plan approval.

19. Approval of a stormwater management plan for the site in conformance to City ordinances, WDNR, and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.

20. As a condition of approval and issuance of the permit, the City Engineer will require, in accordance with City Ordinance 58-677(b), that the applicant deposit an escrow or letter of credit to guarantee good faith execution of the approved control plan and any permit conditions. The escrow/letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the City to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

21. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.

22. Application for and approval of a City Filling, Excavation, and Berms Permit. A haul route shall be provided for staff approval, and an associated haul route bond is required.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk

Published: _____

Exhibit A

P₂ DEVELOPMENT

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights

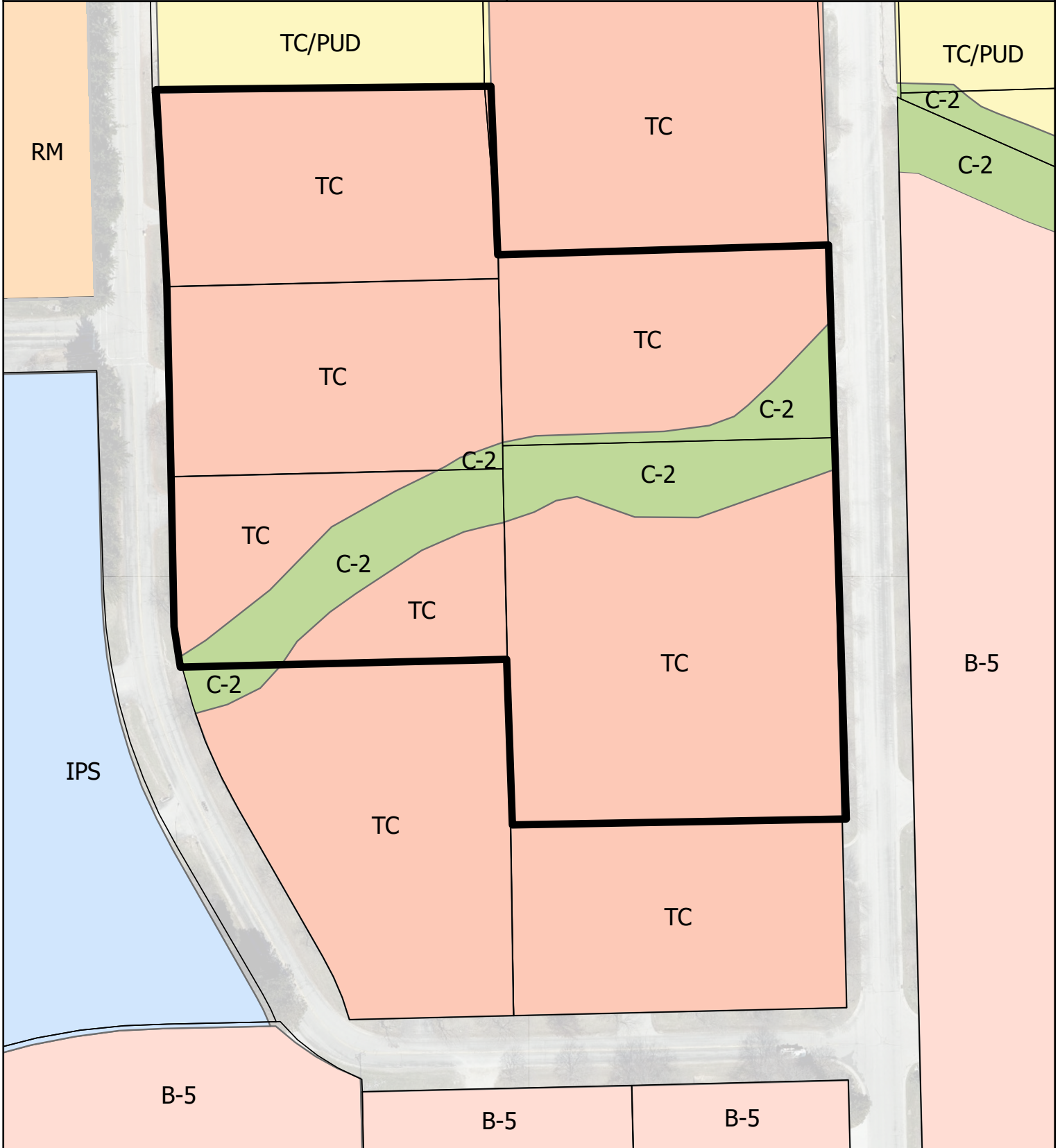
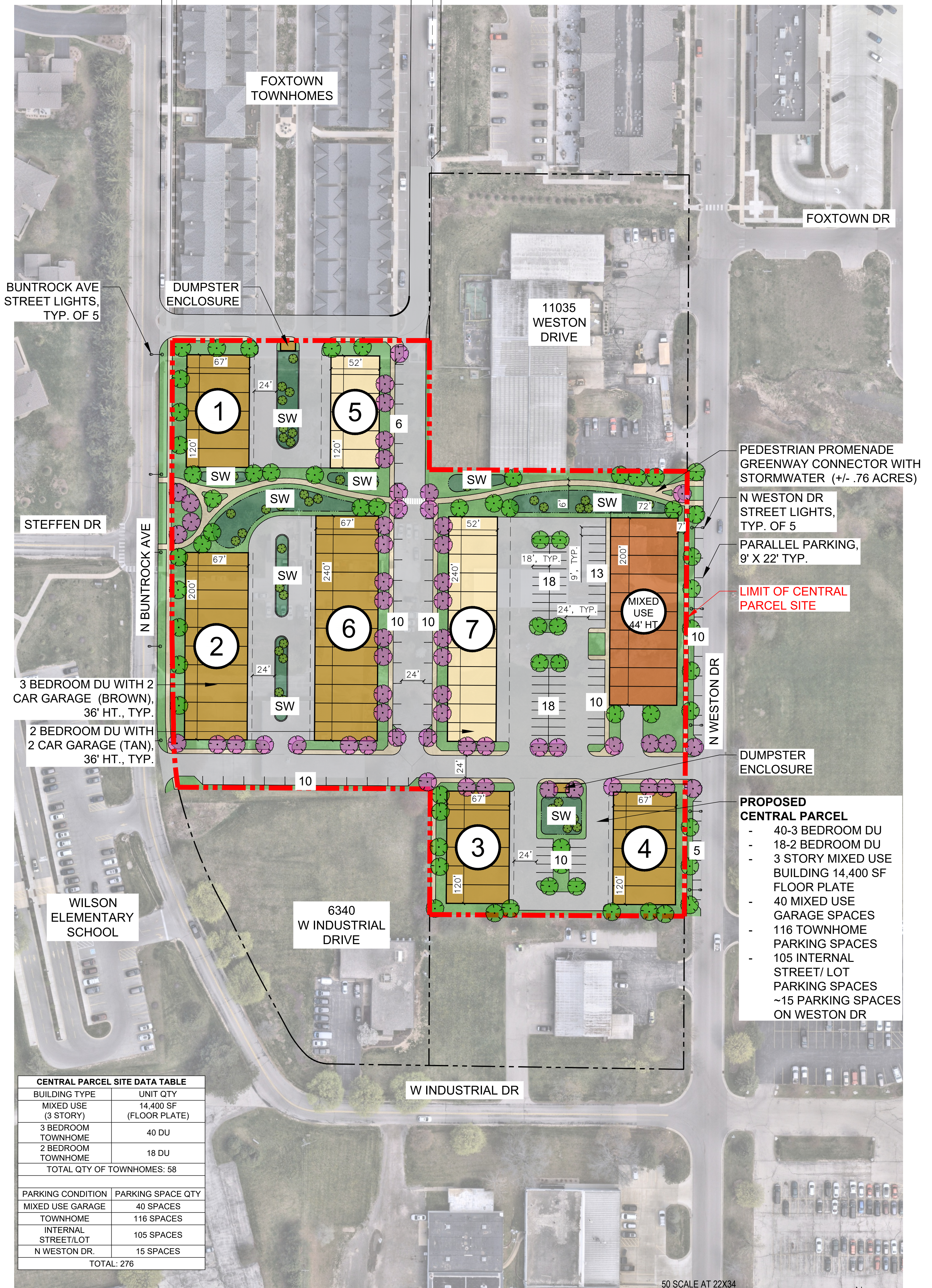


Exhibit B



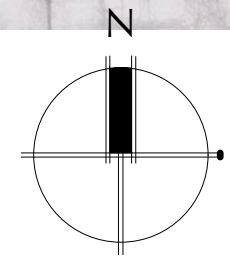
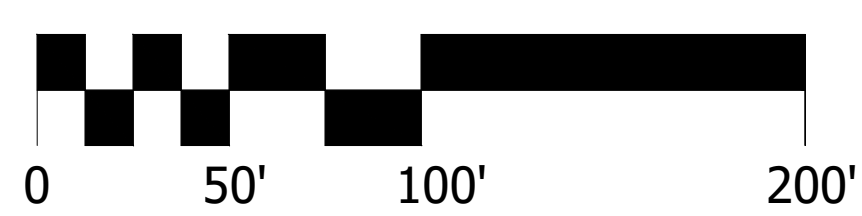
3 BEDROOM DU WITH 2 CAR GARAGE (BROWN), 36' HT., TYP.
 2 BEDROOM DU WITH 2 CAR GARAGE (TAN), 36' HT., TYP.

PEDESTRIAN PROMENADE GREENWAY CONNECTOR WITH STORMWATER (+/- .76 ACRES)
 N WESTON DR STREET LIGHTS, TYP. OF 5
 PARALLEL PARKING, 9' X 22' TYP.
LIMIT OF CENTRAL PARCEL SITE

- DUMPSTER ENCLOSURE**
- PROPOSED CENTRAL PARCEL**
- 40-3 BEDROOM DU
 - 18-2 BEDROOM DU
 - 3 STORY MIXED USE BUILDING 14,400 SF FLOOR PLATE
 - 40 MIXED USE GARAGE SPACES
 - 116 TOWNHOME PARKING SPACES
 - 105 INTERNAL STREET/ LOT PARKING SPACES
 - ~15 PARKING SPACES ON WESTON DR

CENTRAL PARCEL SITE DATA TABLE	
BUILDING TYPE	UNIT QTY
MIXED USE (3 STORY)	14,400 SF (FLOOR PLATE)
3 BEDROOM TOWNHOME	40 DU
2 BEDROOM TOWNHOME	18 DU
TOTAL QTY OF TOWNHOMES: 58	
PARKING CONDITION	PARKING SPACE QTY
MIXED USE GARAGE	40 SPACES
TOWNHOME	116 SPACES
INTERNAL STREET/LOT	105 SPACES
N WESTON DR.	15 SPACES
TOTAL: 276	

50 SCALE AT 22X34
 100 SCALE AT 11X17



CONCEPTUAL SITE PLAN FOXTOWN TOWNHOMES II DEVELOPMENT

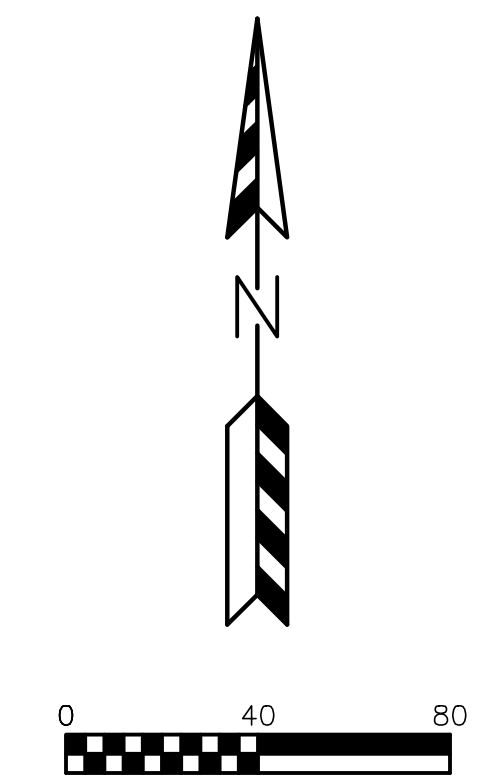
MEQUON, WISCONSIN

October 10th, 2025

P2 DEVELOPMENT & PROPERTY MANAGEMENT



Exhibit C



SITE INFORMATION BLOCK	
BUILDING INFORMATION	
UNITS	DESCRIPTION
40	3 BEDROOM UNITS
18	2 BEDROOM UNITS
1	3-STORY MIXED USE BUILDING (14,400 S.F. FLOOR PLATE)
PARKING INFORMATION	
STALLS	DESCRIPTION
40	MIXED USE GARAGE PARKING STALLS
116	TOWNHOME PARKING STALLS
103	INTERNAL LOT PARKING STALLS
16	WESTON DRIVE PARKING STALLS
275	TOTAL PARKING STALLS

REVISIONS:	
NO.	DATE DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 1122 Wisconsin Street, West Bend, WI 53095
 262.346.7800
 www.parishse.com

PROJECT TITLE:
**FOXTOWN TOWNHOMES II
 WESTON DRIVE
 MEQUON, WI 53092**

PLAN TITLE:
**PROPOSED
 SITE PLAN**

DRAWN BY:
KJP
 DESIGNED BY:
KJP
 CHECKED BY:
KJP

PLAN DATE:
11/6/2025

PROJECT NO:
VPD-19-25

PRELIMINARY

SHEET NO:
C1.02



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: December 9, 2025
SUBJECT: ORDINANCE 2025-1687 - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Two-Family Residential Cluster Developments as a Conditional Use within the City's Neighborhood Commercial (NC) Zoning District

Background

On October 27, the Planning Commission approved a text amendment to allow for a new Conditional Use within the City's Neighborhood Commercial (NC) Zoning District. The amendment allows for two-family residential cluster developments, per Section 58-241. Please see the attached map (Exhibit A) which depicts where this use would be allowed as conditional. Currently, the NC Zoning District allows for the uses identified in Exhibit B, as attached.

Analysis

The NC District currently allows for single-family residential cluster developments as a conditional use. The proposed amendment allows for two-family residential cluster developments as conditional uses, which thus represents a compatible extension of existing uses appropriate for a small commercial node. Two-family cluster developments can be considered consistent with the existing development in this area, and align with the overall intent of the NC zone - which is to provide a commercial environment of mixed-use services that serve immediate residential neighborhoods and allow for new residential development.

With regard to the technical standards of the Code such as density, setbacks and offsets, the conditional use refers to the requirements within the City's R-6 Zoning District. This mirrors the existing approach for single-family residential cluster developments, which refers to the Central Growth Overlay (CGO) Zoning District for such standards.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On October 27, 2025, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance amendment by a vote of 7-0. A further recommendation from

the Public Welfare Committee by a vote of 3-0 was approved on November 11, 2025.

Attachments:

Exhibit A, Exhibit B

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1687

An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Two-Family Residential Cluster Developments as a Conditional Use within the City's Neighborhood Commercial (NC) Zoning District

RECITALS

A. Pursuant to the authority granted to it under Section 62.23(7) of the Wisconsin Statutes, the City of Mequon previously adopted a comprehensive Zoning Code for the City which includes the NC Zoning District under Section 58-293 of the Municipal Code.

B. On October 27, 2025, the Planning Commission, by a majority vote, adopted a recommendation to approve a text amendment adding two-family residential cluster developments to the NC Zoning District.

C. As a conditional use, following due notice and a public hearing by the Common Council, the Council finds that the proposed amendment is consistent with the City's comprehensive master plan and that the amendment would further the health, safety and welfare of the community.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Table 58-293-1, Uses in the Neighborhood Commercial District, is amended to include the following:

Residential: Two-Family Residential Cluster Developments, (C), Per Sec. 58-241.

SECTION II

The terms and provision of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its

publication.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk

Published: _____



Exhibit B:

Sec. 58-293. Neighborhood commercial district.

(a) Table 58-293-1
Uses in the Neighborhood Commercial District

Use	Neighborhood Commercial	Specific Development Standards
<i>Office and Clinic:</i>		
Office	P	
Medical clinics	P	
Optical and vision center	P	
Veterinary clinics or hospitals	P	✓
Financial institutions without drive-through	P	
Financial institutions with drive-through	C	✓
<i>Institutional and Public:</i>		
Public parks		
Public administrative offices and services	P	
Religious institutions		
Public or private schools of 5,000 square feet or less		
Public or private schools		
Private lodges and clubs of 5,000 square feet or less		
Private lodges and clubs		
Fine Arts School and studios of 2,000 square feet or less	P	
Community centers		
Libraries		
Museums		
Crematory services		
Mausoleums		
Cemeteries		
Public parking facilities, non-accessory		
<i>Residential:</i>		
Artist's live/work units	P	✓
Residential uses, eight (8) units or less, if part of a mixed-use development		
Residential uses, nine (9) units to sixteen (16), if part of a mixed-use development		
Bed and breakfast	C	✓
Community Living arrangements for 8 or fewer persons		
Single-family residential cluster developments	C	Per Sec. 58-333
Age restrictive housing for persons of 55 years of age and older	PUD	
<i>Accessory Residential:</i>		
Residential quarters for the owner/proprietor	P	Per Sec. 58-294 (d)(1)

Home Occupations	P	
Private outdoor recreational facilities without lights	P	
Private outdoor recreational facilities with lights	C	
<i>Retail and Services:</i>		
Art, hobby, game and educational supply stores, studios or galleries	P	
Interior design services	P	
Graphic design services	P	
Antiques, collectibles, gift or florists	P	✓
Commercial use of a designated historic structure		
Stationary stores	P	
Bookstores, new	P	
Camera and photography supply store	P	
Computer and software store	P	
Electronic goods store	P	
Tobacco, cigar or nicotine product/e-cigarette store 2,000 square feet or less		
Music and musical instrument store including repairs	P	
Video stores	P	
Paint and wallpaper store	P	
Luggage and leather goods store	P	
Beauty and personal aid supply store	P	
Photocopying, film development, printing and publishing, packaging store of 4,000 square feet of less	P	
Dry cleaning and tailors	P	
Clothing and accessories including repairs	P	
Home furnishings and accessories including repairs of 4,000 square feet or less	P	
Sports and fitness centers including retail of 3,000 square feet or less	P	
Bicycle repair and sales	P	
Indoor recreation and amusement facilities		
Pet supplies, grooming and daycare	P	✓
Pet kennel		
Garden store	P	
Hardware store	P	
Child daycare facilities, preschools, learning centers	C	
Specialty food stores	P	
Beer, wine and liquor stores		
Sports and fitness retail store greater than 3,000 square feet		
Gas stations		
Gas stations with car wash		
Convenience store without gas	C	
Automobile service facilities including retail and repair		
Car dealerships		

Shopping centers	C	
Funeral homes		
Concert halls		
Theatres, live performances only		
Sexually oriented businesses		
Hotels		
Planned commercial development	PUD	
Grocery store of 20,000 square feet or less	PUD	
Pharmacy	C	✓
<i>Food and Beverage:</i>		
Catering services	P	
Confectionary store without drive through	P	
Bakeries, including retail sales without drive through	P	
Bakeries, including retail sales with drive through	C	
Coffee shop of 2,000 square feet of less without drive through	P	
Coffee shop of 2,000 square feet of less with drive through	C	✓
Delicatessen without drive through	P	
Delicatessen with drive through		✓
Snack and non-alcoholic beverage bars without drive through	P	
Fast food restaurant without drive-through	P	✓
Fast food restaurant with drive-through		
Sit-down restaurants	P	
Nightclubs		
Town Center breweries		
P = Permitted uses		
C = Conditional uses		

(Ord. No. 2019-1535, § II(Exh. B), 1-8-2019)



11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Phone: (262) 236-2924
Fax: (262) 242-9818

www.cityofmequonwi.gov

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, October 13, 2025
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: John Mikkelson, Michael Wade, Tom Irvin, Curtis Helm,
Anthony LaGalbo, Ann Scherzinger

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from September 8, 2025, meeting were approved by District Representative Tom Irvin and seconded by District Representative Anthony LaGalbo.

Minutes passed unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6 6:00 pm	New Single-Family Residence	Vitaliy Gorelik 12345 N. East Shoreland Drive Subd: River Oaks Estates	Contractor: J&J Custom Homes Architect: Chris Egner
<p>Moved to Table: <u>Reed</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>No</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans tabled for redraw - elevations are not readable; line drawings are required.</p>				
2)	Dist. 7 6:05 pm	Addition: Sunroom	John & Patti Clark 9834 N. Valley Hill Drive Subd: Range Line Valley Two	Contractor: B&E General Cont. Architect: B&E General Cont.
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>LaGalbo</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				
3)	Dist. 1 6:15 pm	New Single-Family Residence	Keajen Properties LLC 13833 N. Pine View Court Subd: Riverland Estates	Contractor: Anderson Homes Architect: Anderson Homes
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>LaGalbo</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

4)	Dist. 1 6:20 pm	Detached Garage	Ryan Bialk 7575 W. Highland Ridge Drive Subd: Highland Ridge	Contractor: Owner Architect: Drexel
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Mikkelson</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

5)	Dist. 1 6:30 pm	Resubmittal: Detached Garage with Living Space (Tabled at 9/8/25 Meeting)	Robert Spector 13068 N. Fox Hollow Road Subd: N/A	Contractor: John Sauermilch, Jr. Architect: Stauss Architect LLC
<p>Moved to Deny: <u>Reed</u></p> <p>Seconded by: <u>Helm</u></p> <p>Approved to Deny: <u>4: Reed, LaGalbo, Helm, Irvin</u></p> <p>Approved as is: <u>2: Wade, Mikkelson</u></p> <p>Abstained: <u>1: Scherzinger</u></p> <p>Vote to Deny: <u>4 / 2 / 1</u></p> <p>Conditions: Plans denied as submitted.</p>				

6)	Dist. 3 6:40 pm	New Single-Family Residence	Veridian Homes LLC 8175 W. Bluebird Court Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

7)	Dist. 3 6:45 pm	New Single-Family Residence	Veridian Homes LLC 8278 W. Bluebird Court Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
<p>Moved to Approve: <u>Helm</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted with the condition that gables shall be consistent on all elevations, i.e., maintain the vertical Board and Batton siding on the 3-front elevations but also add horizontal siding below a 6" Smart Bandboard to duplicate all other elevation gables.</p>				

8)	Dist. 3 6:50 pm	Addition: Master Suite and Attached Garage	Andrew & Kelleen Starsky 11339 N. Glenwood Drive Subd: Solar Heights	Contractor: NG Custom Builders Architect: Lance Johnson
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Scherzinger</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved with the following conditions: 1. All windows to be consistent; no grids. 2. Board and Batten siding on front elevation should be replaced with LP Shingle-style siding.</p>				

9)	Dist. 4 7:00 pm	New Single-Family Residence	Eric & Jessica Ebert 9183 W. Huntington Drive Subd: Swan Ridge Farms	Contractor: Korndoerfer Homes Architect: SHP
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Scherzinger</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

10)	Dist. 4 7:05 pm	New Single-Family Residence	Tim O'Brien Homes 9901 N. Migratory Lane Subd: Swan Ridge Farms	Contractor: Tim O'Brien Homes Architect: Tim O'Brien Homes
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Helm</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> 1. Remove faux shutters from front elevation and replace them with a 6-Lite fixed window over the front landing. 2. Cedar shakes shall be limited to the top part of gables with horizontal siding on the lower part for both the second-floor front left elevation gable and the second-floor rear elevation gable. 				

11)	Dist. 4 7:10 pm	New Single-Family Residence	Espire Homes, Inc. 9931 N. Migratory Lane Subd: Swan Ridge Farms	Contractor: Espire Homes, Inc. Architect: Espire Homes, Inc.
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>LaGalbo</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

12)	Dist. 5 7:15 pm	Addition: Garage	Jason & Jill Chromy 13033 N. Phillip Drive Subd: N/A	Contractor: Owner Architect: Owner
<p>Moved to Approve: <u>LaGalbo</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted with the condition that all new building materials match existing.</p>				

13)	Dist. 5 7:25 pm	New Single-Family Residence	Callin & Terry Pierson 14311 N. Lake Shore Drive Subd: Lakeshore Estates	Contractor: Belman Builders, Inc. Architect: MBH Architects
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Helm</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> 1. Windows with shutters on the horizontal siding portion of the front elevation should be removed, and arch windows should be replaced with standard trim. 2. Addition of master bedroom window on right elevation to match the existing window. 				

4. **Motion to Adjourn**

District Representative Curtis Helm made a motion to adjourn the meeting.
District Representative Anthony LaGalbo seconded the motion.

A vote was taken; vote passed unanimously.
Meeting adjourned at 7:05 p.m.



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
Fax: 262-242-9655

www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, November 11, 2025
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 8:47 p.m.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor Andrew Nerbun
Alderman Robert Strzelczyk
Alderman Kelly Tolocko
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Gregg Bach
Alderman Brian Parrish
Alderman Peter Bratt
Alderman William Gebhardt

Also Present: City Administrator Jones, Assistant City Administrator Wolff, City Attorney Sajdak, City Clerk Fochs, City Engineer Lundeen, Finance Director Arnett, Director of Community Development Tollefson, Assessor Ahrens, and interested public.

4) Convene as Appropriations Committee

a) Approve Appropriations Committee meeting minutes of October 7, 2025.

Motion to approve the minutes.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVER: Alderman Strzelczyk

SECONDER: Alderman Gebhardt

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

b) Reconvene as Common Council at 8:48 p.m.

5) Public Hearings:

a) **ORDINANCE 2025-1685** - An Ordinance Adopting the Annual Budget and Appropriating Funds for the Operation of the Government and Administration of the City of Mequon for the Year 2026 and Levying for the Same.

1) Public Hearing

Motion to open public hearing.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Mayr

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Motion to close the public hearing.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVER: Alderman Mayr
SECONDER: Alderman Strzelczyk

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

2) Consideration of Ordinance (Potential waiver of rules related to second readings)

Motion to waive the rules.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Parrish

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Motion to approve ORDINANCE 2025-1685 adopting the budget for 2026.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Gebhardt

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

6) Personal Appearances and Public Comment: None.

7) Public Officials' Reports:

Mayor Nerbun said thank you in recognition of all veterans on Veteran's Day.

8) Consent Agenda:

- a) Architectural Review Board meeting minutes of September 8, 2025.
- b) Board of Review meeting minutes of September 25, 2025.
- c) Common Council meeting minutes from October 14, 2025.
- d) Economic Development Board meeting minutes of September 25, 2025.
- e) Festivals Committee meeting minutes of May 19, July 21 and August 18, 2025.
- f) Finance-Personnel meeting minutes of August 12, 2025.
- g) Joint MT Bike & Pedestrian Way Commission meeting minutes of October 9, 2025.
- h) Mequon Municipal Water Utility Commission meeting minutes of August 12, 2025.
- i) Park & Open Space Board meeting minutes of September 17, 2025.
- j) Planning Commission meeting minutes of September 29, 2025.
- k) Public Safety Committee meeting minutes of September 9, 2025.
- l) Public Works meeting minutes of August 12 and September 9, 2025.
- m) Sewer Utility District Commission meeting minutes of August 12, 2025.
- n) **RESOLUTION 4239** - A Resolution Approving a Certified Survey Map for the Property Located at 5700 West Bonniwell Road, and Accepting the Dedication of 1.28 Acres of Public Right-of-Way Along West Bonniwell Road and North Green Bay Road.

Motion to approve all Consent Agenda items.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Bach

SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

9) Ordinances: None.

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

- 1) **ORDINANCE 2025-1686** - An Ordinance Approving a Rezoning of the Properties Located at 11030, 11020 and 10950 North Buntrock Avenue, 11027 North Weston Drive and the Property Immediately to the South from Town Center (TC) to Town Center (TC) with a Planned Unit Development (PUD), in Connection with a Planned Residential Development Consisting of Fifty-Eight (58) Row House-Style Dwelling Units, a Mixed-Use Commercial Building and Associated Open Space.
- 2) **ORDINANCE 2025-1687** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Allowing Two-Family Residential Cluster Developments as a Conditional Use within the City's Neighborhood Commercial (NC) Zoning District.
- 3) **ORDINANCE 2025-1688** - An Ordinance Approving an Agreement for Operation of the Mid-Moraine Municipal Court, Per § 66.0301 of the Wisconsin Statutes.
- 4) **ORDINANCE 2025-1684** - An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2026 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements.

Motion to waive rules for ORDINANCE 2025-1684.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Motion to approve ORDINANCE 2025-1684.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Mayr

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

10) Resolutions:

a) **RESOLUTION 4240** - A Resolution Approving a Contract for Property Assessment Services During Fiscal Years 2026-2030 with Catalis Tax & CAMA, Inc., Alpharetta, Georgia, in an Amount Not-to-Exceed \$800,000.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

b) **RESOLUTION 4241** - A Resolution Adopting the Compensation Plan for Non-Represented Employees During Fiscal Year 2026.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Bach

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

c) **RESOLUTION 4242** - A Resolution Authorizing Use of the 5-Year Carryforward Exception to the Applicable Levy Limit for the City’s 2025 Levy.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

d) **RESOLUTION 4237** - A Resolution Approving a Donation and Dedication Agreement Between the City of Mequon and Boys of Summer Select Baseball Academy Inc. for the Installation and Maintenance of Batting Cages at Lemke Park.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bratt

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

e) **RESOLUTION 4238** - A Resolution Adopting the Fiscal Year 2026 Sanitary Sewer Utility Budget and Establishing the 2026 Sanitary Sewer User Fee Schedule.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

11) Specified Unfinished Business From Prior Meetings: None.

12) Specified New Business:

a) Mayoral appointment to Board of Appeals.

Motion to approve the appointment of Melissa Bleidorn to Board of Appeals.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Bratt

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

13) Adjourn

a) Motion to adjourn at 8:59 p.m.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVER: Alderman Bach
SECONDER: Alderman Parrish

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Respectfully Submitted,
Beth Kong, Deputy Clerk



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.cityofmequonwi.gov

FESTIVALS COMMITTEE
Monday, October 27, 2025
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Miranda White
Vice Chair Deanna Conaty
Committee Member Brett Benson
Committee Member Jenne Hohn – Left at 6:50 PM.
Committee Member Tracy Johnson
Committee Member Vanessa Nerbun
Committee Member Janet Wirth -- **Excused**
Committee Member Lisa Liljegren -- **Excused**
Committee Member Moshe Luchins -- **Excused**
Committee Member Laeh McHenry -- **Excused**

2) Approval of Meeting Minutes

Motion to approve the minutes of August 18, 2025.

RESULT: **Approved by Voice Acclamation [6:4]**

MOVED BY: Chair White

SECONDED BY: Committee Member Nerbun

AYES: White, Conaty, Benson, Hohn, Johnson, Nerbun

DEEMED NO: Wirth, Liljegren, Luchins, McHenry

The Committee discussed Taste of Mequon. While no surveys went out after the event, some feedback was that there were spacing issues and the take-down process could be better. It made challenges for tents/trailers to be taken down and exiting. Restore was happy with the results they had being at the event and would like to do it again next year. The Committee reviewed how the vendors are spaced and placed and discussed setting up more of a food court area dedicated to the food trucks. The kids area can be changed for next year as the hamster balls were a bust – they took too long to use/setup and it did not work well. The band was amazing, but the committee questioned the need for the bigger, larger stage as it was a higher cost. Some

feedback was the band was too loud and some attendees thought it ended too early. Failure to Launch should be booked again for next year. The placement of the stage and having a bigger stage helped block the setting sun, allowed for better sound system/equipment and made it easier for people see the band better.

The Committee discussed having more yard signs and making them easier to read. The Mequon Festivals branding should be more consistent across all events, and Chair White will make that change across social media. The Mequon logo should be prevalent and consistent for all three festivals.

3) Nomination of Chair & Vice Chair

Motion to re-elect current Chair and Vice-Chair.

RESULT: **Approved by Voice Acclamation [6:4]**

MOVED BY: Committee Member Johnson

SECONDED BY: Committee Member Nerbun

AYES: White, Conaty, Benson, Hohn, Johnson, Nerbun

DEEMED NO: Wirth, Liljegren, Luchins, McHenry

4) Discussion Items

a. 2025 Funds and Expenses

b. Port O John for Taste of Mequon is OK to pay invoice as due.

c. Go Riteway invoice for Taste of Mequon is OK to pay remainder due.

d. Area Rental Contract is OK to approve for Winter Wonderland.

e. Broadway Production - Sound System Invoice is OK to approve for Winter Wonderland.

f. Ojeda Face Painting Invoice for Winter Wonderland

The Committee discussed whether it was necessary to have a face painter at Winter Wonderland. It is very short event and not the best activity with colder temperatures and pictures with Santa.

Motion to eliminate face painting from the activities for Winter Wonderland.

RESULT: **Approved by Voice Acclamation [6:4]**

MOVED BY: Committee Member Nerbun

SECONDED BY: Committee Member Benson

AYES: White, Conaty, Benson, Hohn, Johnson, Nerbun

DEEMED NO: Wirth, Liljegren, Luchins, McHenry

g. Cookies Estimate

The Committee compared the cost of cookies from the vendor as compared to chocolate chip cookies or other store-bought cookies to hand out along with the hot chocolate. Chair White will get information regarding some cookie options and costs.

Motion to replace decorated cookies from previous vendor and purchase from a retail store to hand out along with hot chocolate.

RESULT: **Approved by Voice Acclamation [6:4]**
MOVED BY: Chair White
SECONDED BY: Committee Member Nerbun

AYES: White, Conaty, Benson, Hohn, Johnson, Nerbun
DEEMED NO: Wirth, Liljegren, Luchins, McHenry

Activity options included decorating basic hand soap bottles and handing them out or decorating picture frame (either foam frame kits or wooden frames). With the cost savings available after eliminating the face painter cost and finding cheaper cookies, the frame budget can increase to a total of about \$750 or about \$2.50 per frame.

Motion to approve the purchase of approximately 300 wooden picture frame kits.

RESULT: **Approved by Voice Acclamation [6:4]**
MOVED BY: Chair White
SECONDED BY: Committee Member Hohn

AYES: White, Conaty, Benson, Hohn, Johnson, Nerbun
DEEMED NO: Wirth, Liljegren, Luchins, McHenry

Chair White said that Shully’s has agreed to provide the hot chocolate. They will provide an estimate, but thought it would be approximately the same cost as two years ago when they did it.

Committee Member Hohn had to leave the meeting at 6:50 PM.

- h. Musician Option - Noah James Hittner
- i. Smartmouth Musician – Email

Any information sent in from musicians should be sent to Committee Member Liljegren. Addition Winter Wonderland vendors can include a soft pretzels vendor, Tabal Chocolate, a cotton candy vendor, coffee vendor and a donut vendor. Santa and the carriage ride operators have been booked. Chair White will reach out to a community contacts regarding the donation of a cut tree for this year. If not, Facilities Manager Justin Bodoh will be contacted to find a sizeable tree provided by the City of Mequon.

Committee Member Benson agreed to provide 3-4 hours of his time to provide lighting near the Library, the Isham Day House and inside the house for pictures with Santa. The Fire Department agreed to supply a fire truck as long as temperatures are above freezing. The Committee discussed providing candy canes for the fire department to hand out. Stanchions should be rented or purchased to help direct people in line for pictures with Santa: one line for reservations and one for walk-ins. There will be collection bins to encourage people to bring canned goods for the food pantry. Additional signs should be posted to help people know where to donate the food.

Chair White will contact Kohler to see if they wanted to have any kind of contest/event during Winter Wonderland.

5) Future Agenda Items

The Committee discussed the budget and some directives from City Administrator Jones to review how often the Festivals Committee needs to meet. The option for remote attendance was also discussed to provide committee members more flexibility. The rules for the Festivals Committee are that it has a maximum of 11 members, and they must attend at least 51% of the meetings to remain on the committee.

The Committee also talked about Redbud 2026, but it was decided to table that discussion for after Winter Wonderland. It is in the guidelines that the Festivals Committee put on three events per year. The Community Survey showed that people would like more events and ways to get together as a community.

Chair White and Vice Chair Conaty will create a map for the Winter Wonderland layout.

6) Next Meeting Date and Time

November 17, 2025 at 6:30 PM

7) Adjourn

Motion to adjourn at 7:15 PM.

RESULT: Approved by Voice Acclamation [6:5]

MOVED BY: Chair White

SECONDED BY: Committee Member Nerbun

AYES: White, Conaty, Benson, Johnson, Nerbun

DEEMED NO: Wirth, Liljegren, Luchins, McHenry, Hohn

Respectfully Submitted,

Beth Kong
Deputy Clerk



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.cityofmequonwi.gov

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, October 14, 2025
5:45 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
Alderman William Gebhardt
Alderman Brian Parrish
Alderman Robert Strzelczyk -- **Absent**

Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk and Jessica Wolff, Assistant City Administrator.

2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of August 12, 2025

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

3) License Applications

a. October, 2025 Licenses

Committee members requested to review peddler hours at a future meeting.
RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

4) Vouchers Paid

a. August 2025 Vouchers Paid List

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

b. September 2025 Vouchers Paid List

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish
ABSENT:	Strzelczyk

5) Discussion Items

a. Finance - Personnel Work Plan

Administrator Jones explained to the Committee that Long Range Financial Planning will pick up in early-2026 and some of the items on the work plan will be discussed during those meetings. Hotel/Motel Tax was noted as an area to explore for alternative revenue sources.

6) Adjourn

A motion to adjourn was made at 5:57 PM by Alderman Parrish, seconded by Alderman Gebhardt. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

www.cityofmequonwi.gov

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, October 27, 2025
6:00 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
Alderman Robert Strzelczyk
Commissioner Bruce Barnes
Commissioner Martin Choren
Commissioner Stephanie Hawley
Commissioner Rebecca Schaefer
Commissioner Nancy Urbani
Commissioner Oliver Ellsworth - **Absent**
Commissioner John Stoker - **Absent**

Chairman Nerbun called the meeting to order at 6:00 p.m.

a) Approval of Minutes

Action

Alderman Strzelczyk made a motion to approve the September 29, 2025, minutes.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

2) Consent Agenda

- 1) Joe Bassindale. The applicant is seeking minor request approval for approximately 3,000 C.Y. of fill to allow for a new single-family home on the property located at 10950 W. Donges Bay..
- 2) Trees for Less, LLC. The applicant is seeking minor request approval for a temporary use for a roadside stand for the properties located at 11550 & 11560 N. Wasaukee Road..
- 3) Minihan Children LLC. The applicant is seeking certified survey map approval for a 4-lot land division for the properties located at 5700 W. Bonniwell and 13817 N. Green Bay Road.

Item 2 (a) was asked to be removed from the Consent Agenda

Action

Commissioner Barnes made a motion to approve the two consent agenda items (2 (b) & 2 (c)). Alderman Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

Commissioner Barnes asked for clarification of the septic system process due to the high ground water.

Assistant City Engineer Cole McCraw stated that all septic systems are permitted through Ozaukee County.

He also confirmed that part of the review process is to ensure the grading and drainage does not negatively impact the adjacent parcels.

Action

Commissioner Barnes made a motion to approve the consent agenda items (2 (a)). Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (7-0)

3) Public Hearing

- a) John Beglan for Beglan Academy of Dance. The applicant is seeking conditional use grant approval for a dance studio for the property located at 10520 N. Baehr Road.

Action

Commissioner Schaefer made a motion to open a public hearing. Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (7-0)

No Public Comment

Action

Commissioner Choren made a motion to close the public hearing. Alderman Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

City Planner Natalie Redding stated this is a conditional use grant request for a dance studio proposed to be located in in a multi-tenant building located at 10520 N. Baehr Road, Suite A.

This is a studio that teaches Irish dance to students and adults that has been located in Glendale since 2008. The classes are primarily taught by the two owners with classes ranging from 10-20 participants. There will be three additionally part-time teachers, and staff deems the 94 parking stalls available at this site are sufficient for this type of use to be added to this location.

Ald. Strzelczyk stated he prefers some flexibility to be included in the operating hours and recommended 9:00 a.m. - 9:00 p.m. daily.

Action

Alderman Strzelczyk made a motion to approve the conditional use grant with the amendment to extend the hours from 9:00 a.m. - 9:00 p.m., Monday through Sunday.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED WITH CONDITIONS [7 TO 1]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

- b) Suzanne Van Cleave for Sunny's Dog Boarding & Daycare. The applicant is seeking conditional use grant and building and site plan amendment approval for a pet daycare and kennels for the property located at 6020 W. Donges Bay Road.

Action

Alderman Strzelczyk made a motion to open a public hearing.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

No Public Comment

Action

Alderman Strzelczyk made a motion to close the public hearing.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

City Planner Redding stated this request is for a conditional use grant and a building and site plan amendment for a dog day care and kenneling located at 6020 W. Donges Bay Road. Sunny's Dog Boarding and Day Care will offer full day and half-day care services, overnight boarding and basic grooming services. There are several site modifications proposed including the installation of a fence, the removal of an existing shed and the addition of 9 parking stalls. Staff support the shed removal and the additional parking.

She explained that non-residential properties require Commission approval for the installation of fences. The applicant is proposing a 6-foot wood fence starting at the northern portion of the building and extending towards the northern end of the lot and west as shown on the plans in the

packet.

Due to the high visibility of the fence from the public as well as the adjacent properties, staff recommend that a combination of wood fence and decorative metal fencing be used to enhance the streetscape and reduce the impact of the 6-foot wood fencing. Staff recommend wood fencing be used on the west and north sides of the property lines for privacy and noise buffering. And the ornamental or iron fencing is used along the public view sides (east property line) along Donges Bay Road and Baehr Road. An updated site plan is required showing the fence compliant with the offset and setback requirements.

The proposed dumpsters at the southeast corner are recommended to be relocated to where the existing shed is located, allowing it to be better screened within the fence line further away from the public street.

Staff recommends additional landscaping in the parking lot to be complaint with city ordinance requirements. Additionally, the landscaping should be extended along the eastern and northern property lines to soften the fence line from public view. This parcel is on a corner at the entrance to the business park and is highly visible to the public.

There are a few additional compliance issues regarding lighting and the parking lot listed in the staff report.

The site can accommodate a maximum of 72 dogs, and the applicant plans to make sound reduced kennels to minimize the sound impact to adjacent properties. There will be staff on site 24-hours to care for the dogs as they offer overnight boarding.

Staff recommend approval according to the conditions listed in the staff report.

It was recommended by the Commission that the hours in the CUG be modified to 8:00 a.m. - 8:00 p.m. to allow for flexibility.

There was discussion about the location of the dumpsters and the access to them. The applicant confirmed that the dogs will not be outside overnight. There was discussion regarding the fence and the setback on the east elevation.

It was concluded by the Commission that an exception to the east setback be made due to the uniqueness of the type of use and the requirement of a fence for the type of use, the width of the ROW and the angular lot, there is not a neighbor directly adjacent to the east, there are not other fences in the business park, this is a corner parcel and there is an existing berm and trees present to help buffer the view.

Action

Alderman Strzelczyk made a motion to approval with the amendments that there is no outside kenneling overnight, all outside play is supervised, the dumpster to remain according to the original plan (#7), the hours of operation are 24-hours/day with public access hours modified to 7am -6pm M-F and 8am -8pm Sat & Sun, the fence shall be 60-feet from the curb and a 10-foot

rear setback from the lot line with landscaping to add as a buffer.
Commissioner Schaefer seconded the motion.

A friendly amendment was made that if the business is no longer a dog day care facility, then the fence can be removed.
Friendly amendment was accepted.

The applicant stated that the fence should not be open as the dogs will bark if they can see through the fence and offered that the fence be opaque (condition #8). There was conversation that the fence be a combination of wood on the bottom and ornate metal on the top. It was agreed it needs to be safe to keep the dogs inside the yard. The Commission and staff agreed that the fence should be approved by staff and Commission Chair.

A roll call vote was taken; vote passed (7-0)

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

4) Regular Business

- a) Sign Effectz Inc for Ryan, LLC. The applicant is seeking minor request approval for a sign waiver to allow for a height higher than allowed per the sign code for the property located at 11223 N. Port Washington Road.

Planner Redding stated this is a request by Ryan LLC for a sign waiver for a wall sign to be located on the south elevation of the building located at 11223 N. Port Washington Road occupied by Associated Bank. The B-2 zoning allows one (1) wall sign for each tenant of a multi-tenant building not to exceed 30-square feet. The proposed wall sign is 30-square feet, but it is proposed higher than the 20-feet allowed per the Mequon sign code, thus requiring the waiver. The applicant explained the sign cannot be installed at the allowed height due to the presence of windows. Staff suggested alternative compliant locations for the placement of the sign, but the applicant communicated that their lease space does not include those areas and signage in the suggested locations would not be permitted by the primary tenant, Associated Bank.

Staff understand the legitimate limitations of the building; but they are private lease and tenant agreements not conditions resulting from a site specific physical hardship that is typically recognized by the city for the purpose of a sign waiver.

Additionally, the sign code requires that all wall signs relate to the architectural features of the building and create an overall harmonious aesthetic. The proposed sign does not relate to the

architectural design, materials or color scheme of the building. The applicant communicated that they cannot defer from Ryan’s trademark colors.

Staff recommend denial of the sign waiver due to non-compliance of the sign code, zoning code compliance, documented public objectives that relate to city regulation, the proposed sign exceeds the height allowance by a significant margin and there is not a physical site hardship present.

The Commission commented that at the proposed location the sign would be very difficult to see due to existing vegetation and traffic patterns. The Commission believes that the sign should be allowed on the front of the building at the appropriate height. The tenant of this building has violated many of the building code requirements historically. It was mentioned that the applicant should be included on the monument sign, although this building was not approved as a multi-tenant building.

The applicant commented that the primary tenant would not share the monument sign with the proposed tenant.

Action

Alderman Strzelczyk made a motion deny the sign waiver.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	DENIAL [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

- b) **Koz-i.tec.ture for Hold Holdings.** The applicant is seeking building and site plan amendment approval for a 520 sq. ft. deck and painting of the building for the property located at 10500-10520 N. Port Washington Road.

Assistant Director Jac Zader stated that there is a long history with this building and approval of building and site plan amendments. Originally it was two separate parcels with two separate owners, and it was difficult to get work done. The applicant purchased the building in 2018 and combined it all in one in 2020. The current owner received approvals in 2018 and some of those elements have been installed. There were conditions on those approvals that were never enacted, so staff started a compliance issue process, and the owner is going to trial in December regarding the outstanding compliance issues (list in packet). Staff have continued to work with the owner and due to the previous approvals from 2018 being expired, the owner is back today for new approvals. They are asking for after-the-fact approval for the painting as the building was painted over the summer but was not approved by city staff. They are also asking for a 520 sq.ft. deck on the northeast portion of the building. Staff recommend that the approval for the deck be included in the conditional use grant approval request once the catering business is submitted, as staff is not supportive of this aspect of the current approval.

He mentioned there is some additional lighting and landscaping that is included in the approval request.

Overall, staff are supportive of the continued work being done on site and want the property issues to be in compliance. There is concern about the amount of time it is taking to get the work completed. Again, staff does not support the addition of the deck at this time.

The Commission agreed to keep the compliance issues that are going to court be kept separate and believe that additional site approvals should not be granted until the site is in compliance.

The applicant stated that she has been working on this building since 2018 and there has been progress made but they have faced many obstacles along the way. She feels strongly about the deck approval as she believes it will greatly improve the value of the building and that outside space is vital as they are working to get the building ready to sell.

There was discussion among the Commission regarding the requested deck, and they agree that the various compliance issues should be a priority to be addressed. It was noted that the proposed deck would be in full public view and that it is may not be a desired element in that location.

Action

Commissioner Schaefer made a motion to approve staff per conditions, the site needs to be brought into compliance (lighting, landscape) and the parking lot repairs and proposed deck can be done simultaneously along with a LOC for 150% of the contracted value of the parking lot reconstruction by July 31, 2026.

Commissioner Barnes seconded the motion.

Commissioner Schaefer made an amendment to condition #5 that before April 15, 2026, the lighting must be compliant before a building permit is issued for the deck.

Commissioner Barnes accepted the amendment.

A roll call vote was taken; vote passed (6-0)(Mayor Nerbun abstained)

RESULT:	APPROVED WITH CONDITIONS [6 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Bruce Barnes, Commissioner
AYES:	Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSTAIN:	Nerbun
ABSENT:	Ellsworth, Stoker

- c) Ware Design Build. The applicant is seeking text amendment approval for a new conditional use grant within the Neighborhood Commercial zoning district to allow for two-family residential dwellings as cluster developments.

Planner Redding stated this is a text amendment to allow for conditional use in the neighborhood commercial zoning district which would allow for 2-family dwellings as a cluster development.

The zoning district currently allows 1-family cluster developments as a conditional use. The proposed text amendment to allow for 2-family cluster developments is a compatible extension of the existing uses in the area and staff believe it is an appropriate use in this small commercial node. Two-family cluster developments can be considered consistent with the existing development in the area and with the overall intent of the neighborhood commercial zoning. Given that other residential uses exist nearby, staff believe the proposed use would not disrupt the character or the functionality of the district.

Staff recommend that the CUG refer back to the requirements of zoning standards of the R-6 zoning district which mirrors the approach used for the single-family CUG.

Staff acknowledge that this text amendment was recommended by staff earlier this year as a potential path forward when the Donges Cove development proposal was submitted. This is the same applicant that initiated this request. Staff believe this would provide a clear regulatory framework for evaluating similar proposals without compromising the intent of the neighborhood commercial district and what it allows.

Staff recommend the text amendment to allow conditional grant use to 2-family dwellings as a cluster development with technical standards related to the R-6 zoning standards.

The Commission stated the text amendment prevents spot zoning and agrees it is a great use for this area. The Commission is pleased to have some of the vacant properties cleaned up and redeveloped. They support this text amendment and the use going forward.

Action

Commissioner Hawley made a motion to approve according to staff conditions.

Commissioner Choren seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

- d) P2 Development. The applicant is seeking rezoning recommendation and concept plan approval for a zoning change TC (Town Center) to TC/PUD (Town Center/Planned Development Unit) to allow for 58 residential units and a 3-story mixed-use building for the five (5) properties located at 11030, 11020, and 10950 N. Buntrock Avenue and 11027 N. Weston Drive and the property immediately to the south.

Public Comment

Mary Sampe 10772 N. Cambridge Court (Windsor Estate Condominiums) - she is concerned about the traffic issues in this area due to the schools, buses as well as the kids walking in the

area without sidewalks. She also commented there is not adequate lighting in the area. She is worried about 58 additional homes adding to these existing concerns.

Joe Hanser - 7085 W. Mequon Trail - he is concerned about the increased congestion and stated it is difficult to get around that area due to the traffic due to the new townhomes and apartments in the area. He would like the developer to consider the effect on the existing neighbors.

Asst. Dir. Zader stated that this request is for a rezoning request from Town Center zoning to Town Center with Planned Unit Development zoning. Five (5) parcels will be combined into two (2) parcels and create a community similar to the townhomes to the north on Buntrock Road. There will be a combination of 3-bedroom buildings, 2-bedroom buildings and a mixed-use building with commercial uses on the first level, offices on the second level and extended stay units on the third level.

There have been numerous site plan iterations from the applicant as the biggest concern has been the traffic in the area due to the neighboring schools. Staff recommends eliminating the proposed access point at the south end of the development onto Buntrock Road as there will be two other shared access points. Staff recommends a pedestrian pathway, instead of a road, through the development from Weston Drive to Buntrock Road as well as sidewalks added along Buntrock Road and through the development to Weston Drive with on street parking along Weston Drive. He discussed additional aspects of connectivity for the proposed development.

There was some discussion about the traffic in the area and the other neighboring developments. The Commission supports the layout of the proposed development.

He commented that the current assessed value is approximately \$1.6M and the estimated value of the proposed development is approximately \$20M. Asst. Dir. Zader related that the applicant is agreeable to the closing of the access onto Buntrock Road. There has not been any communication or concern from the school district. Staff are supportive of the proposed plan and rezoning recommendation request.

The applicant, Bob Bach, stated that his apartment properties in the neighborhood have operated at 97.5% occupancy at all times and the townhomes immediately to the north of the proposed development have been 100% occupied. He mentioned the various community amenities that will be available at the proposed development and stressed the walkability for the surrounding area.

Action

Alderman Strzelczyk made a motion to approve the rezoning recommendation per staff conditions.

Commissioner Hawley seconded the motion.

A roll call vote was taken; vote passed (6-1) (No vote: Schaefer)

RESULT:	APPROVED [6 TO 1]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Urbani
NAYS:	Schaefer
ABSENT:	Ellsworth, Stoker

5) Announcements

The next meeting is Monday, December 1, 2025, at 6:00 p.m.

6) Adjourn

Action

Commissioner Schaefer made a motion to adjourn the meeting.

Commissioner Urbani seconded the motion.

A voice vote was taken; vote passed (7-0)

The meeting adjourned at 8:37 p.m.

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.cityofmequonwi.gov

Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, September 9, 2025
5:45 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko

Also Present: Police Chief Riley, Administrative Captain Heinen, Administrative Coordinator Bowen

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Jun 10, 2025 5:00 PM

RESULT: Accepted [Unanimous]

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Mayr

AYES: Bach, Mayr, Tolocko

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4232** A Resolution Authorizing the Purchase of Police Squad Car Rifles from American Defense Manufacturing of New Berlin, Wisconsin, as well as Associated Equipment from Brownells of Grinnell, Iowa and Primary Arms, LLC of Houston, Texas for a Total Not-to-Exceed Cost of \$45,413

Chief Riley and Captain Heinen discussed the proposed purchase of new rifles for the squad cars.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

4) Information Items

- a. Crisis Response Unit

Chief Riley explained the purpose and benefits of the Crisis Response Unit and Officer Larson's position within the CRU.

b. Updated Patrol Shift Hours

Chief Riley explained the change to patrol hours starting in January, 2026.

5) Adjourn

a. Motion to Adjourn

A motion to adjourn was made at 6:17 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Mayr

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen
Administrative Coordinator



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, October 14, 2025
5:45 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Chair Hansher called the meeting to order at 5:45 PM.

Present:

- Chair Jeffrey Hansher
- Alderman Kelly Tolocko
- Alderman Peter Bratt

Also present: Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, City Attorney Sajdak.

2) Approval of Minutes

Motion to remove August 12, 2025, minutes from the table.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

Motion to approve the minutes from August 12, 2025, and September 9, 2025.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Resolutions

a) **RESOLUTION 4234** A Resolution Approving the Assignment of Two (2) Contracts with M Squared Engineering, LLC, of Cedarburg, Wisconsin, to DB Sterlin Consultants, Inc., of Chicago, Illinois.

City Attorney Sajdak explained that M Squared was bought out so the contracts would be assigned to the new owners called DB Sterlin Consultants. The contracts were in regards to FEMA mapping projects and reviewing stormwater plans.

Motion to approve RESOLUTION 4234.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

b) **RESOLUTION 4235** A Resolution Ratifying Emergency Repairs to the Highland Road Culvert at Pigeon Creek in the Estimated Amount of \$60,000.

City Engineer Lundeen provided an overview of the process the City goes through to inventory the culverts. The Highland Road culvert had been listed as needing replacement and was awaiting the WDNR permit approval when the heavy rains caused the damage in August.

Motion to approve RESOLUTION 4235.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

a) Public Works Work Plan (10.14.25)

Topics for November include a discussion of WISDOT Annual Enterprise Lease Report, Fiesta Lane drainage and Road Program Recap. Pedestrian/motor right of way was discussed in regards to crosswalk usage for the Ozaukee Interurban Trail.

5) Adjourn

Motion to adjourn at 5:56 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,
Beth Kong
Deputy Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: December 9, 2025
SUBJECT: RESOLUTION 4244 - A Resolution Approving a Development Agreement Related to Necessary Infrastructure and Improvements for Riverland Meadows, a Single-Family Residential Subdivision Consisting of 12 Lots Located at 4001 W. Pioneer Road

Background

The applicant, Keajen Properties, LLC, is requesting development agreement approval for the Riverland Meadows subdivision, a twelve (12)-lot development on fifty-five (55) acres of land located at the southwest corner of Pioneer and Riverland Roads. The preliminary plat was approved on December 1, 2025, and the final plat will be subject to further consideration by the Planning Commission and Common Council at the time of its submission. The development generally includes approximately 2,000 feet of roadway extension. Properties will be served by private wells and mound systems. A map depicting the location of this proposed phase is attached for reference.

Analysis

Please see the attached draft of the development agreement for the subdivision. The developer utilized the City's template development agreement, which was modified and submitted to Engineering and Planning staff. The development agreement provides the opportunity to construct two (2) principal structures to serve as models prior to final plat approval, with the understanding that the units cannot be sold, or title transferred until the associated plat is recorded. The Planning Commission recommended approval of the Development Agreement for the property on December 1, 2025.

As noted, the development agreement is based on the City's standard template language and has been reviewed by the City Attorney. Summarily, the applicant has proposed mostly form and format changes to the development agreement that is recommended for approval.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On December 1, 2025, the Planning Commission unanimously recommended approval by a vote of 7-0.

Attachments:

Zoning Map, Development Agreement

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION -4244

A Resolution Authorizing a Development Agreement related to necessary infrastructure and improvements of Riverland Meadows, a single-family residential subdivision consisting of 12 lots located at 4001 W. Pioneer Road.

RECITALS

A. The Riverland Meadows subdivision, a single-family home residential development, consists of 12 lots on the property located on the southwest quadrant of Pioneer Road and Riverland Road, on the property located at 4001 West Pioneer Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on December 1, 2025.

C. The Development Agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The Development Agreement for the Riverland Meadows subdivision project is approved, subject to any technical, clerical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

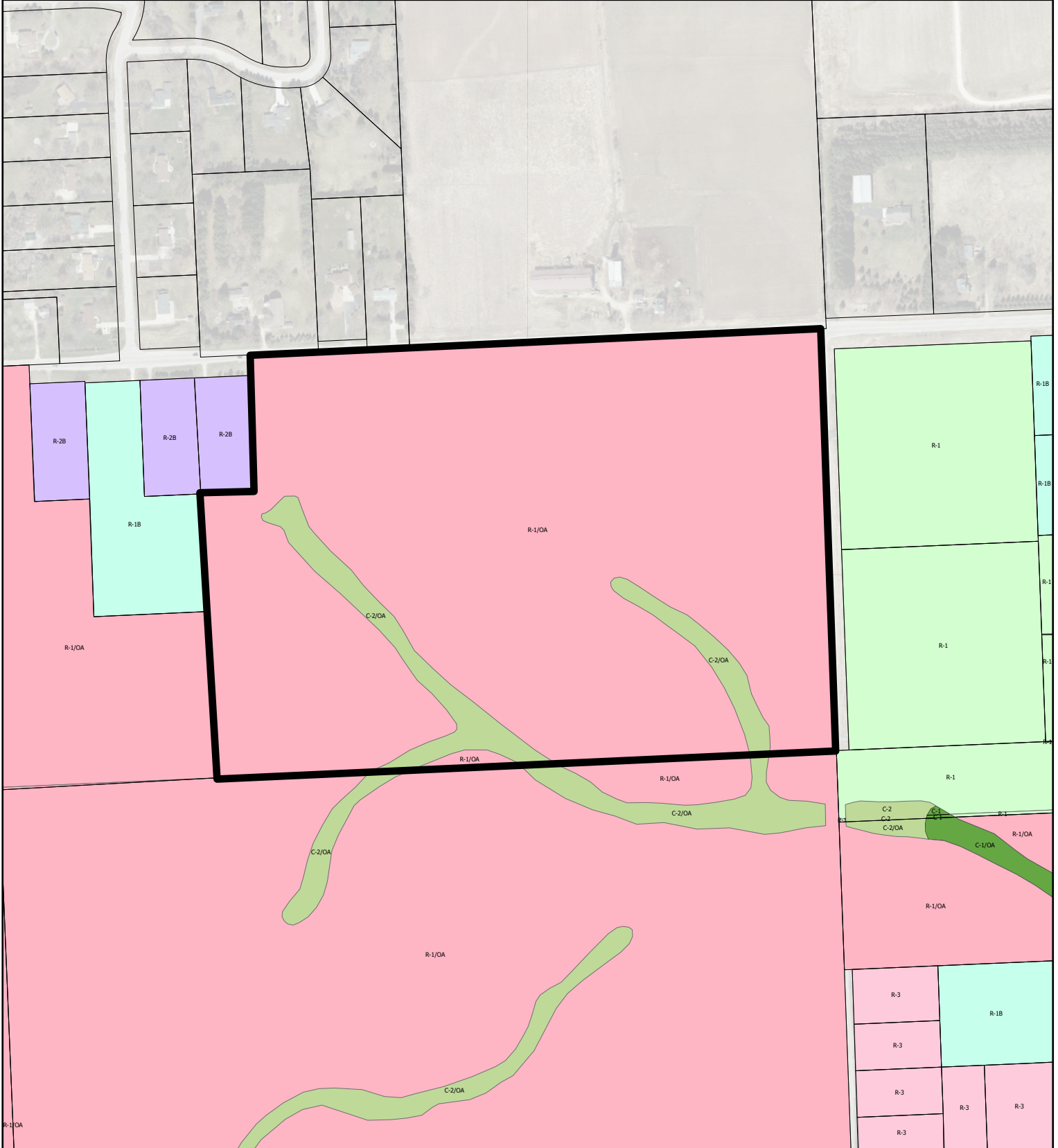
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk

RIVERLAND MEADOWS

KEAJEN PROPERTIES, LLC.

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights



Document Number	DEVELOPMENT AGREEMENT	
	Document Name	

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 20__, by Keajen Properties, LLC _____ (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “Property”).

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “Code”) provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer’s proposed development on the Property (the “Development”), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City’s Public Works Department, and the City’s budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

“Improvements” means the Private Improvements and the Public Improvements.

“Private Improvements” means all improvements in the Development required by this Agreement other than the Public Improvements.

Recording Data
Name and Return Address
City Engineer 11333 N Cedarburg Road Mequon, WI 53092
Parcel Identification Number
140010500000

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The 12 lot R-1 single family Development as proposed is depicted on the Developer’s proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on _____. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the “Plans”) prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City’s Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a “Regulation”) in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

(a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

- (b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District (“MMSD”) rules, and the regulations of the Wisconsin Department of Natural Resources (the “DNR”), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.
- (g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City’s stormwater ordinances and MMSD Chapter 13 rules and regulations.
- (h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

(d) The Development will require a Private On-Site Waste Treatment System (“POWTS”). Plans shall include the location of soil borings and designated areas for the POWTS.

11. Water System Plans. The Development will not be served by public water; instead, private wells will be installed. The type of and plans for a fire protection system shall be subject to review and approval of the Fire Chief.

12. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

13. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

14. General Standards; Strict Compliance with Plans. All construction shall conform to the City’s Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

15. Direction by City Engineer. The Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer’s authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer’s representative.

16. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer’s cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

17. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

18. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

19. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

20. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and

setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

21. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method is to be used.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

22. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

23. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

24. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior

to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

25. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) If the Fire Chief has required a cistern for fire protection, the Developer shall install the cistern pursuant to the requirements of the Fire Chief. If the Fire Chief has allowed deferral of installation, the Developer and the City shall establish the Fire Protection Escrow as described below.

26. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

27. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 2 principal structures to be used as sales models prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

28. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

29. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property. The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the

Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

30. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

31. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring

ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the “Stormwater Guarantee”) to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer’s Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing

upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

32. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the "Covenants"). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

(b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

33. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

34. Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

35. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

36. Private Water.

(a) The Development will be developed with private wells in accordance with NR812 and permitted through the DNR. The private wells shall be installed and maintained by the respective property owner. Through the permitting process, the well digger must follow proper procedures with respect to the draw down effect on adjacent wells.

(b) The Developer and City shall establish an escrow fund which shall be in the total amount of \$50,000 when fully funded (the "Fire Protection Escrow"). The Fire Protection Escrow shall be used for the installation of a fire cistern at the Development or as the City may otherwise decide to use the Escrow for fire protection purposes for the Development. At such time the owner of a lot in the Development applies for a building permit, in addition to all other fees and costs that are due, the owner shall pay \$4,166.67 (\$50,000/12 lots) to the City (the "Fire Protection Fee"). The Fire Protection Fee shall be deposited into the Fire Protection Escrow. The City may withdraw the funds from the Fire Protection Escrow and use the funds either, as determined by the City in its sole discretion, for a cistern or for other fire protection for the Development.

WARRANTIES AND INDEMNIFICATIONS

37. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

38. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

39. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work

performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

40. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

41. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

42. Special Assessments. No special assessments are contemplated in connection with the Development.

43. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

44. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

45. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

46. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event

of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

50. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

51. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

52. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

53. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

54. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

55. Events of Default. The occurrence of any of the following shall constitute an “Event of Default”:

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors’ Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

56. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer’s work, all at the Developer’s cost.

(g) Draw any letter of creditor and exercise the City’s remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity,

57. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

58. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

59. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

60. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

61. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

62. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

63. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

64. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

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

66. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____,
by Andrew Nerbun, Mayor of the City of Mequon.

Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____,
by Caroline Fochs, Clerk of the City of Mequon.

Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Approved by: _____
 Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Keajen Properties, LLC

By: _____

Name: Steve Kearns

Title: Member

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, as _____ of _____.

Name: _____

Notary Public, Ozaukee County, Wisconsin

My Commission (expires) (is) _____

Drafted by: City of Mequon

EXHIBIT A

**to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND**

Development Name

Legal Description

Tax Key Number 14-001-05-000.00



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: December 9, 2025
SUBJECT: RESOLUTION 4243 - A Resolution Approving the Final Plat for Swan Ridge Farms - Phase II, a Forty-Two (42) Lot Single-Family Subdivision within a Development Totaling Eighty-Three (83) Lots Located Immediately South and West of 10129 North Swan Road

Background

The applicant, Point RE, is requesting final plat approval for the second phase (Addition No. 1) of the Swan Ridge Farms subdivision located immediately south and west of 10129 N. Swan Road. The second phase consists of the remaining 42 lots that make up this 83-lot conservation subdivision.

Analysis

The developer requests final plat approval for this subdivision, which includes 42 single-family lots with outlots that contain open space, an asphalt path, and storm water detention facilities. All improvements have been installed in accordance with the development agreement. The final plat is consistent with the approved preliminary plat.

Fiscal Impact

As the City continues to grow through development and contributions of infrastructure assets, the addition of these new assets, including roads, sidewalks, utilities, stormwater facilities, and other public assets, will increase demand on the City's resources. Each new asset requires ongoing maintenance, repairs, and eventual replacement, which must be funded through public resources.

Moreover, staff must allocate time and labor to oversee the upkeep and long-term management of these assets. This expansion potentially requires financial adjustments to maintain expected service levels. The City will be receiving the following non-utility assets, shown with approximate installed values (in 2025 dollars):

- Streets: 3,040 feet; \$291,000 (pavement, curb, and shoulder cost)
- Sidewalks: 1,750 feet; \$69,000
- Stormwater pipes and structures: 3,060 feet of storm sewer and sump collector; \$305,000
- Signs: 16 signs; \$15,000

- Sanitary sewer main and laterals: 5,060 feet; \$617,000
- Water distribution main and laterals: 3,260 feet; \$343,000

The developer estimates that home/lot packages will range from \$575,000 to \$900,000, with annual City tax revenue between \$368,000 and \$550,000 for Phase II.

Recommendation

On December 1, 2025, the Planning Commission unanimously recommended approval by a vote of 6-1..

Attachments:

Swan Ridge Farms Addition No. 1 Final Plat

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION -4243

A Resolution Authorizing Final Plat for Phase Two of Swan Ridge Farms, a Single-Family Residential Subdivision Consisting of 42 Lots of a Total 83 Lots Located Immediately South and West of 10129 North Swan Road.

RECITALS

- A. The Common Council granted approval for Swan Ridge Farms, an 83-lot development, and the preliminary plat for the subdivision on February 24, 2023.
- B. The developer has sought approval of the final plat for phase two of the development, which consists of 42 single-family homes.
- C. The Planning Commission granted Final Plat approval for the property on December 1, 2025.
- D. The development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

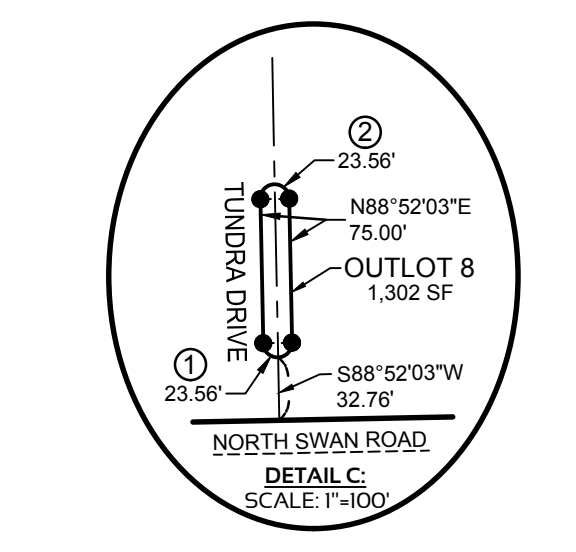
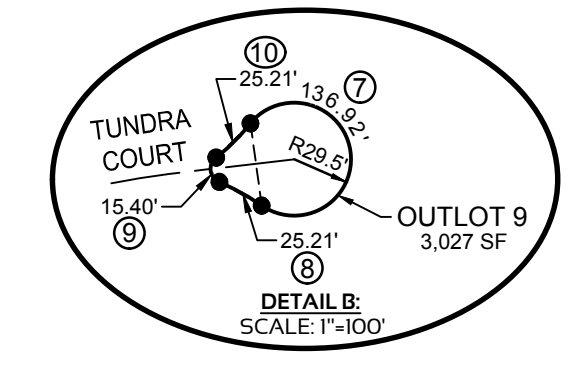
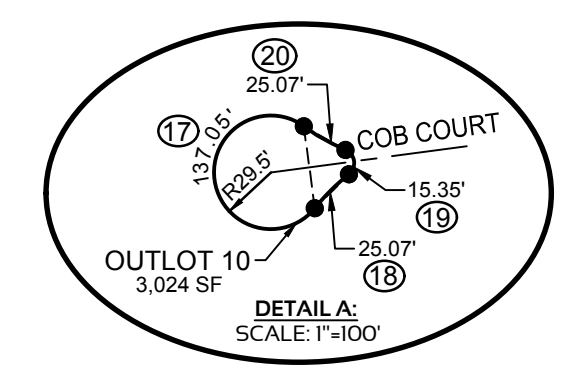
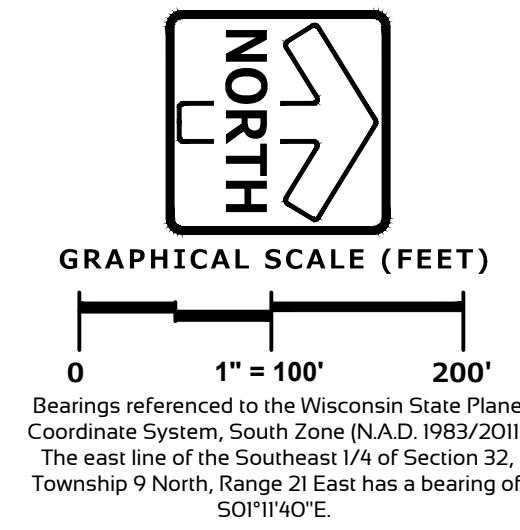
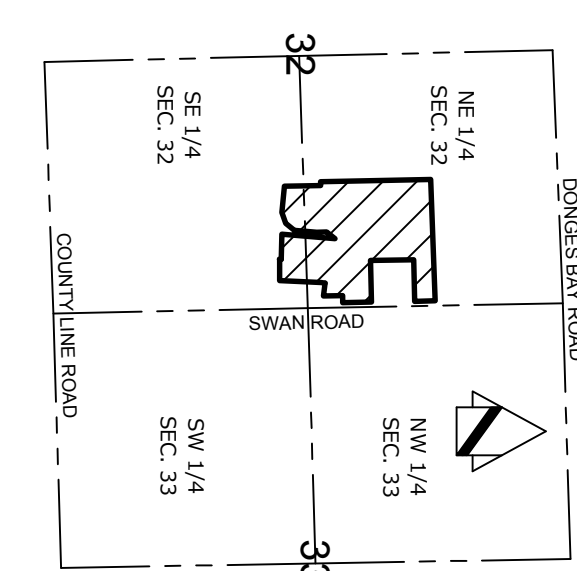
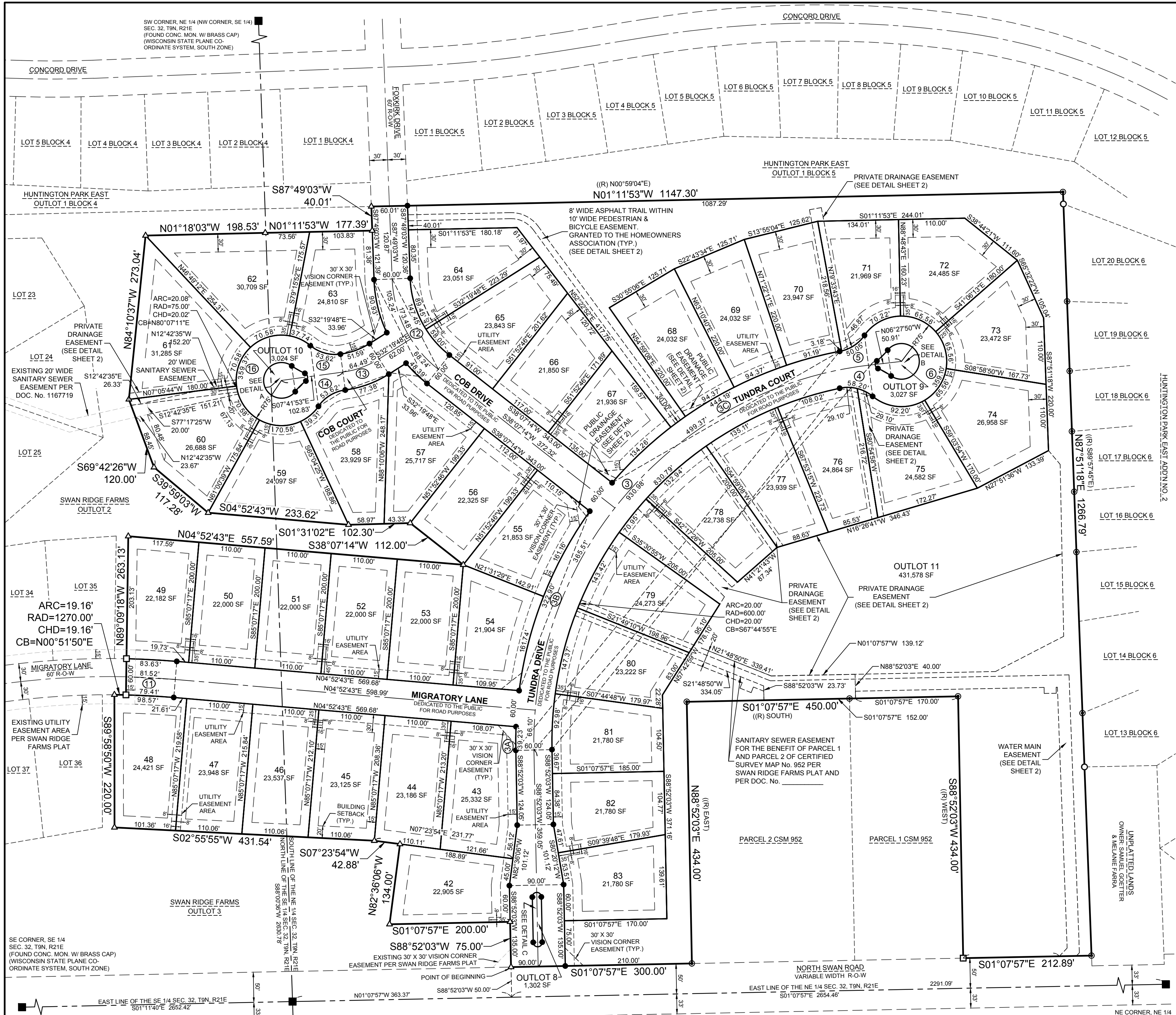
BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Final Plat for Swan Ridge Farms - Phase II (Addition No. 1) is approved, that the appropriate City officials are hereby authorized to execute the same, and upon completion of all required conditions identified by the Planning Commission on December 1, 2025, which are incorporated herein by reference, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



- LEGEND:**
- - Denotes Found 2" O/D Iron Pipe
 - - Denotes Found 1" O/D Iron Pipe
 - - Denotes Found 3/4" O/D Iron Rod
 - - Denotes Found 1/4" O/D Iron Rod
 - - Denotes Set 1-1/4" X 18' Iron Rebar, 4.3 LBS./FT.
 - - All other corners set as 3/4" x 18' Iron Rebar, 1.5 LBS./FT.
 - SF - Denotes lot areas to the nearest square foot.

- NOTES:**
1. SEE ADDITIONAL NOTES ON SHEET 2.
 2. SEE DRAINAGE EASEMENTS AND 10' WIDE PEDESTRIAN & BICYCLE EASEMENTS ON SHEET 2.
 3. SEE ADDITIONAL NOTES, AND CURVE DATA ON SHEET 3.

SWAN RIDGE FARMS ADDITION No. 1

BEING ALL OF OUTLOT 7 OF SWAN RIDGE FARMS, PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

Prepared by:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD 1 SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 WWW.PINNACLE-ENGR.COM

Owner/Subdivider
 MK/S-EP, LLC
 Attn: Michael J. Kaerek
 11600 West Lincoln Avenue
 West Allis, WI 53227
 414-321-5300

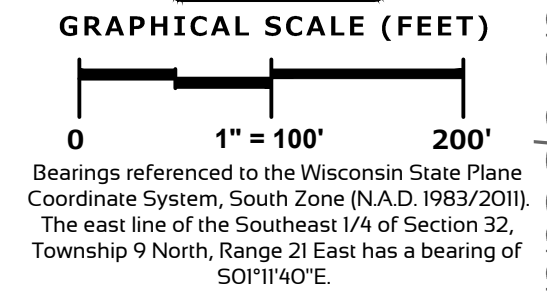
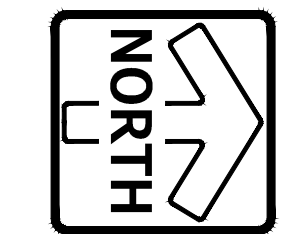
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

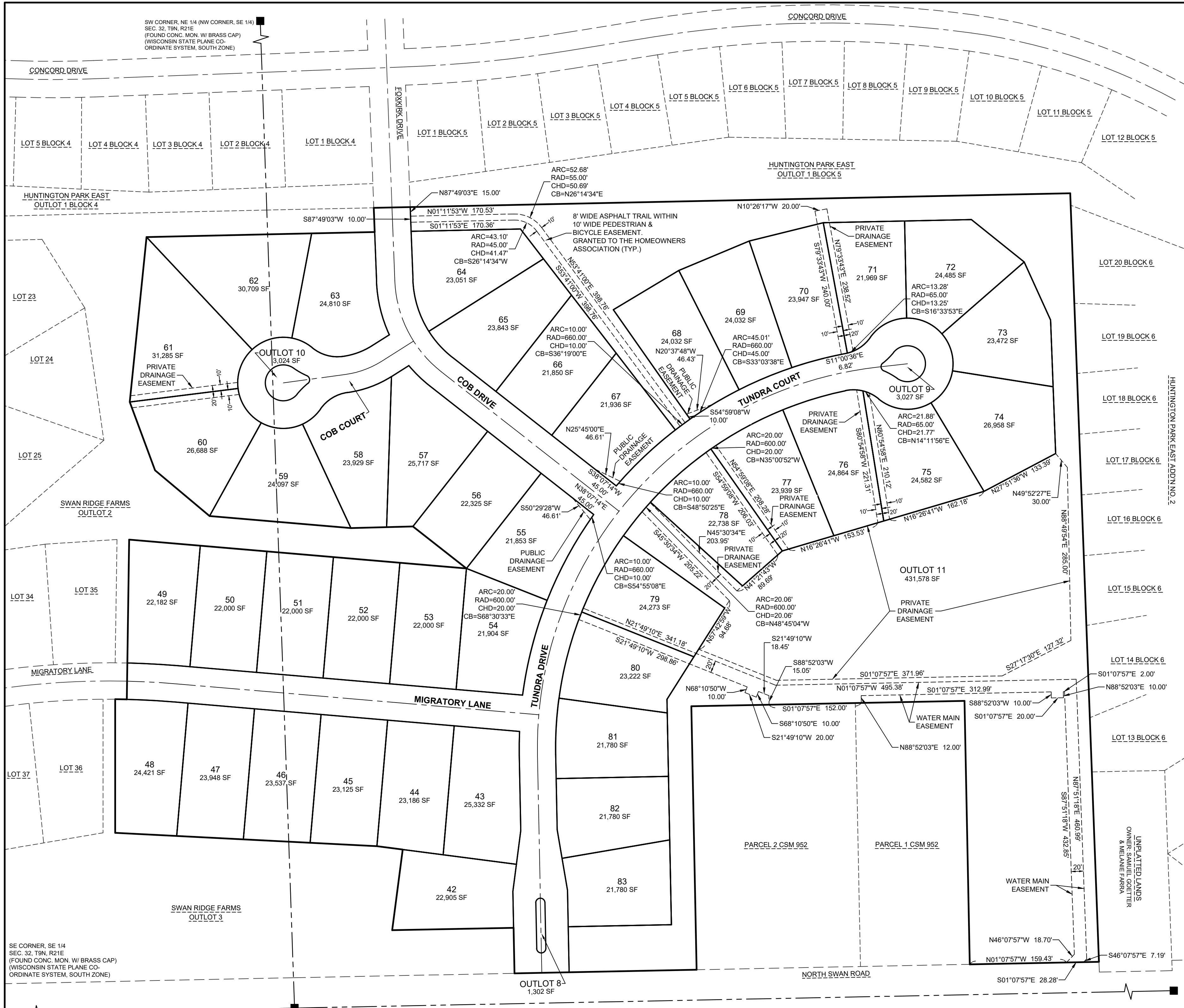
DATE: JUNE 3, 2025
 REVISED: AUGUST 5, 2025

Department of Administration





www.pinnacle-engr.com



NOTES:

- FLOOD ZONE CLASSIFICATION: THE PROPERTY LIES WITH IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 55089C0234F WITH AN EFFECTIVE DATE OF DECEMBER 4, 2007. ZONE "X" AREAS ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (12), (NAVD88). CONTOURS ARE SHOWN AT A 1' INTERVAL BASED ON ACTUAL GROUND SURVEY OF THE CURRENT GROUND TERRAIN. REFERENCE BENCHMARK: CONCRETE MONUMENT WITH BRASS CAP AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SECTION 32, TOWN 9 NORTH, RANGE 21 EAST, ELEVATION = 752.49.
- VISION CORNER EASEMENT: NO OBSTRUCTIONS GREATER THAN THREE FEET IN HEIGHT (WITH THE EXCEPTIONS OF NECESSARY STREET SIGNS AND PUBLIC UTILITY LINES) ABOVE THE ELEVATION OF THE STREET INTERSECTION SHALL BE PERMITTED WITHIN THE TRIANGULAR SPACE FORMED BY ANY TWO EXISTING OR PROPOSED INTERSECTION LOCAL OR COLLECTOR STREET, RIGHT-OF-WAY LINES AND A LINE JOINING POINTS ON SUCH LINES LOCATED A MINIMUM OF 30 FEET FROM THEIR INTERSECTION.
- OUTLOT STATEMENT: EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOTS 8 THROUGH 11. OZAUKEE COUNTY AND CITY OF MEQUON SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- THE ASPHALT TRAILS IN THE OUTLOTS ARE PRIVATE, OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- THE PLAT OF SWAN RIDGE FARMS ADDITION No. 1 IS SUBJECT TO THIS DECLARATION OF TREE PRESERVATION COVENANT AND THE CITY OF MEQUON TREE PRESERVATION ORDINANCE AND RESTRICTIONS:
 - It shall be unlawful to remove, injure, destroy, or undertake any procedure that may cause the death or substantial destruction of any specimen tree located anywhere on any land in the city without the express written permission of the city forester or his representative. Authorization for removal of any specimen tree located on any land in the city may be granted for dead or dying trees, diseased trees, damaged/injured trees to the extent that it is likely to die or become diseased or where removal will avoid or alleviate unreasonable difficulty or hardship or it constitutes a hazard to persons or property.
 - Documentation requesting removal shall be submitted to the city forester and planning commission as part of a landscape plan that shall provide for tree removal, tree replacement and additional tree planting.
 - If a specimen tree is proposed to be removed in the buildable area on any land in the city, the city forester shall review the site for any alternative building locations in order to preserve the specimen trees. If it is found that construction cannot occur on the platted lot, without removal of the specimen tree, the city forester and planning commission, may allow the tree(s) to be removed, and if necessary, the city forester may recommend the homeowner/developer seek setback and/or offset variances at the board of appeals in order to preserve specimen trees.
 - In the event the tree is unlawfully removed in violation with this subdivision, the forester will direct replacement based upon the replacement value as determined in accordance with the tree preservation guidelines.
- ALL RESIDENTIAL BUILDINGS SHALL COMPLY WITH THE CITY "GUIDELINES FOR RESIDENTIAL STRUCTURES" AND ARE SUBJECT TO THE CITY ARCHITECTURAL REVIEW BOARD.
- ALL LOTS SHALL BE SERVED BY MUNICIPAL SANITARY SEWER, SUBJECT TO AN AMENDMENT TO THE CITY OF MEQUON SEWER SERVICE AREA, AND WATER.
- ALL PUBLIC DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF MEQUON. ALL PRIVATE DRAINAGE EASEMENTS ARE GRANTED TO THE SWAN RIDGE FARMS HOMEOWNERS ASSOCIATION, INC. AND THE CITY OF MEQUON.

SE CORNER, SE 1/4
SEC. 32, T9N, R21E
(FOUND CONC. MON. W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE)

UNPLATTED LANDS
OWNER: CITY OF MEQUON

SE CORNER, NE 1/4 (NE CORNER, SE 1/4)
SEC. 32, T9N, R21E
(FOUND CONC. MON. W/ BRASS CAP)
N=443.518 91, E=2,495.408 84
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE)
REFERENCE BENCHMARK:
EL=752.49 - P.O.B.

UNPLATTED LANDS
OWNER: CITY OF MEQUON

NE CORNER, NE 1/4
SEC. 32, T9N, R21E
(FOUND CONC. MON. W/ BRASS CAP)
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM, SOUTH ZONE)

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

SWAN RIDGE FARMS ADDITION No. 1
BEING ALL OF OUTLOT 7 OF SWAN RIDGE FARMS, PART OF THE SE 1/4 OF THE
NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E,
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

Owner/Subdivider
MK/S-EP, LLC
Attn: Michael J. Kaerek
11600 West Lincoln Avenue
West Allis, WI 53227
414-321-5300

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

Certified _____, 20____

Department of Administration

WISCONSIN
LAND SURVEYOR
JOHN P. KONOPACKI
S-2461
SUMMIT,
WI

DATE: JUNE 3, 2025
REVISED: AUGUST 5, 2025

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and redivided all of Outlot 7 of Swan Ridge Farms, a recorded subdivision, part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 1,632,520 square feet (37.4775 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of MK/S-EP, LLC, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Mequon Land Division Ordinance in surveying, mapping and dividing the land within the subdivision.

Date: JUNE 3, 2025
Revised: AUGUST 5, 2025



John P. Konopacki
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MK/S-EP, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MK/S-EP, LLC, as owner, does further certify that this plat is required by s236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Mequon
2. Department of Administration

IN WITNESS WHEREOF, the said MK/S-EP, LLC has caused these presents to be signed by Michael J. Kaerek - Member, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 20__.

In the presence of: MK/S-EP, LLC

Michael J. Kaerek - Member

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20__, Michael J. Kaerek - Member, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such Member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

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

UTILITY EASEMENT PROVISIONS

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

MK/S-EP, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC,
Wisconsin corporations doing business as We Energies, Grantee,

SPECTRUM MID-AMERICA, LLC, Grantee, and

WISCONSIN BELL, INC., doing business as AT&T WISCONSIN, a Wisconsin corporation, Grantee

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

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

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Mequon, Wisconsin, on this _____ day of _____, 20__.

Date _____ Andrew Nerburn, Mayor

Date _____ Caroline Fochs, City Clerk

CITY OF MEQUON FINANCE CERTIFICATE

I, Brenda Arnett, being the duly elected, qualified, and Director of Finance for the City of Mequon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 20__, on any of the land included in the plat of SWAN RIDGE FARMS ADDITION No. 1.

Date _____ Brenda Arnett, Director of Finance

OZAUKEE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

I, Sandra Tretow, being duly elected, qualified and acting Treasurer of Ozaukee County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____ day of _____, 20__, on any of the lands in the plat of SWAN RIDGE FARMS ADDITION No. 1.

Date _____ Sandra Tretow, Ozaukee County Treasurer

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD 1 SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM
Owner/Subdivider
MK/S-EP, LLC.
Attn: Michael J. Kaerek
11600 West Lincoln Avenue
West Allis, WI 53227
414-321-5300

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified _____, 20__
Department of Administration



SWAN RIDGE FARMS ADDITION No. 1
BEING ALL OF OUTLOT 7 OF SWAN RIDGE FARMS, PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

Table with 8 columns: CURVE NO., LOT NO., ARC, RADIUS, DELTA, CHORD BEARING, CH LENGTH, TANGENT IN, TANGENT OUT. Contains curve data for various lots and sections.

This instrument drafted by John P. Konopacki, PL5-Registration No. S-2461
PINNACLE ENGINEERING GROUP



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Finance

TO: Common Council
FROM: Brenda Arnett, Finance Director
DATE: December 9, 2025
SUBJECT: RESOLUTION 4245 - A Resolution Approving Three (3) Letters of Engagement for the Completion of Statutorily-Required Audits of Tax Increment Financing Districts #3, #4 & #5 with Baker Tilly US, LLP, Milwaukee, Wisconsin in a Total Amount Not-To-Exceed \$57,500

Background

Under state law, a municipality must complete three Certified Public Accountant audits during the life of a Tax Incremental District (TID). The first audit is required within 12 months after the municipality reaches 30% of a TID's total expenditures, as identified within the district's approved project plan. The second audit is required within 12 months after the end of the expenditure period, as also specified within a district's approved project plan. The final audit is required within 12 months after a TID is terminated.

Analysis

TID 2, which was created by the City in 2002, was terminated in 2024. A 30% audit was conducted in 2009 and a final audit was completed as of August 31, 2024.

TID 3 previously had a 30% audit completed by Baker Tilly for the period January 1, 2008 through December 31, 2012. As the City looks toward the termination of TID 3 in 2027 or 2028 as well as completion of a long-range financial plan, it is advantageous to collect the required documentation in advance of TID 3's final audit, in order to ensure the accuracy of such planning efforts and projections over the next few years.

Additionally, TID 4 (15%) and TID 5 (46%) are approaching or exceeding the 30% of total expenditure threshold. The 30% audit is recommended for these TIDs in order to comply with state law, and to fulfill necessary compliance requirements.

The TID 3 Engagement Letter is attached in the packet. The TID 4 and 5 Engagement Letters, which are nearly identical in nature, are on file in the Finance Department at City Hall.

Fiscal Impact

The 100% audit for TID 3 has a price range of \$12,500-\$17,500 and will be completed by

January 31, 2026. The 30% audits for TIDs 4 and 5 have a price range of between \$15,000-\$20,000 each, and both are scheduled for completion by February 28, 2026.

The proposed audit fees will be paid from each of the three respective Tax Incremental Districts.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on December 9, 2025.

Attachments:

Mequon, City of (WI) TID 3 100% - PS - Audit engagement letter

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4245

A Resolution Approving Three (3) Letters of Engagement for the Completion of Statutorily-Required Audits of Tax Increment Financing Districts #3, #4 & #5 with Baker Tilly US, LLP, Milwaukee, Wisconsin in a Total Amount Not-To-Exceed \$57,500

RECITALS

A. Wisconsin State Statutes require a financial audit of Tax Incremental District records once thirty percent of total project expenses are made, once one hundred percent of project expenses are made, and after the termination of the Tax Incremental District.

B. The City's current auditor, Baker Tilly US, LLP has submitted a proposal to perform the audits in compliance with state statutes.

C. City staff and the Finance-Personnel Committee have discussed the matter and recommend Baker Tilly US, LLP be selected to provide auditing services from January 1, 2013, through December 31, 2024, for TID 3 with an anticipated completion date of January 31, 2026. The audits for TIDs 4 and 5 will cover the period January 1, 2012, through December 31, 2024, with an anticipated completion date of February 28, 2026.

D. The fees involved with this proposal range from \$12,500-\$17,500 for TID 3 and \$15,000 - \$20,000 each for TIDs 4 and 5. The fees are chargeable directly to the TIDs.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The proposal from Baker Tilly US, LLP to provide to the City of Mequon auditing services for a 100% audit of TID 3 and 30% audits of TIDs 4 and 5 is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk

Baker Tilly US, LLP
790 N Water St
Suite 2000
Milwaukee, WI 53202
United States of America

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

December 2, 2025

Ms. Brenda Arnett
Finance Director
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Ms. Arnett:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Mequon (Client, you, your).

Service and Related Report

We will audit the Balance Sheet, the Historical Summary of Project Costs, Project Revenues and Net Costs to be Recovered Through Tax Increments and Historical Summary of Sources, Uses and Status of Funds of the Tax Incremental (TID) No. 3 of the City of Mequon as of December 31, 2024 and from the date the TID was created through December 31, 2024, and the related notes to the financial statements. This audit represents the 100% audit of TID No. 3. If, for any reasons caused by or relating to the affairs or management of the City of Mequon, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Detailed Schedule of Sources, Uses and Status of Funds
- > Detailed Schedule of Capital Expenditures

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Mequon and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

Our audit will be conducted in accordance with the standards referred to above. As part of obtaining reasonable assurance about whether the TID financial statements are free of material misstatement, we will perform tests of compliance with tax increment financing district laws, regulations and the project plan. However, it should be noted that our objective was not to provide an opinion on overall compliance with the provisions included in Wisconsin State Statutes Section 66.1105.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the City of Mequon's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the City of Mequon from whom we determine it necessary to obtain audit evidence

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Mequon complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Mequon; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 4

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

- > Preparation of financial statements
- > Propose adjusting journal entries, as necessary

None of these nonattest services constitute an audit under generally accepted auditing standards.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services provided.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services performed.
- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

The City of Mequon may wish to include our report on these financial statements in an official statement or some other securities offering. You agree that the aforementioned audit report or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Upon notification, auditing standards will require our involvement with the official statement, and any procedures related to this involvement will be a separate agreement.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 5

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Mequon's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Mequon hereby authorizes us to do so.

Timing and Fees

Our estimated professional fees for these services will be \$12,500 to \$17,500 with an estimated completion date of January 31, 2026.

In addition to professional fees, our invoices will include our standard technology charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until the account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. The City of Mequon will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Mequon agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City of Mequon, which may require the reassignment of our personnel.
- The City of Mequon's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the City of Mequon records.
- Significant delays in responding to inquiries made of the City of Mequon personnel, or significant changes in the City of Mequon accounting policies or practices, or in the City of Mequon's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by the City of Mequon's personnel.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 6

- Implementation of new general ledger software or a new chart of accounts by the City of Mequon.
- Significant changes in the City of Mequon's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City of Mequon, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City of Mequon's internal control over financial reporting identified during the audit.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

To the extent applicable, Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 7

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 8

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

With respect to this Engagement Letter and any information supplied in connection with this Engagement Letter and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, or is information which a reasonable person would deem to be confidential based on the nature of the information and the circumstances surrounding its disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its Confidential Information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Engagement Letter; and (iii) reproduce Confidential Information only as required to perform its obligations under this Engagement Letter. This section shall not apply to information which is (a) publicly known, (b) already known to the Recipient, (c) disclosed to Recipient by a third party without restriction, (d) independently developed, or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

We may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Mequon, unless otherwise prohibited. In the event we are requested by the City of Mequon or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Mequon, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Mequon if disclosure of Confidential Information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Mequon with any other services you may find necessary or desirable.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 9

Resolution of Disagreements

In the unlikely event that differences concerning services, fees, this Engagement Letter or any services subsequently provided to Client by Baker Tilly should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 10

Limitation on Damages and Indemnification

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS OR INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 11

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Mequon by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Mequon and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Mequon's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Mequon's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

Ms. Brenda Arnett
City of Mequon

December 2, 2025
Page 12

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the professional on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Handwritten signature in cursive script that reads "Baker Tilly US, LLP".

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262/236-2914
 Fax: 262/242-9655

www.cityofmequonwi.gov

Finance

TO: Common Council
FROM: Brenda Arnett, Finance Director
DATE: December 9, 2025
SUBJECT: RESOLUTION 4246 - A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2026 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$311,008

Background

One of the City of Mequon's organizational goals for 2025 included completion of a comprehensive analysis of the City's existing lines of insurance, with an eye towards ensuring that renewal terms for 2026 provided appropriate coverage levels at the most reasonable cost.

In connection with this effort, City staff conducted a series of meetings with representatives from the League of Wisconsin Municipalities Mutual Insurance in mid-2025, to review the City's recent claims history and coverage across all existing insurance lines. As a result of this process, staff identified opportunities to reduce the City's insurance costs significantly going into 2026 as further detailed below.

Analysis

As indicated, premium prices for both 2025 and 2026 are shown, and the carriers recommended for 2026 remain unchanged from 2025, except for storage tank coverage switching to Chubb Group of Insurance Company/ACE American Insurance Company.

Coverage	Carrier	2025 Premium	2026 Premium
General Liability	League Insurance	\$38,649	\$26,539
Police Professional	League Insurance	\$34,399	\$34,829
Public Officials	League Insurance	\$62,349	\$12,891
Auto Liability	League Insurance	\$20,055	\$20,055
Auto Physical Damage	League Insurance	\$20,445	\$20,048
Railroad	League Insurance	\$250	\$250
Cyber	League Insurance	\$12,187	\$12,093
Property	Municipal Property Insurance Company (MPIC)	\$68,301	\$71,685
Workers' Compensation	United Heartland	\$113,894	\$109,658

Crime	Hanover Insurance Group	\$1,937	\$1,937
Storage Tanks	Chubb/ACE Insurance Co.	\$4,525	\$1,023
Total Annual Premium		\$376,990	\$311,008

As indicated, many lines of coverage are experiencing minor premium adjustments, including Police Professional, Auto Physical Damage, and Cyber. Here are some of the more notable changes and highlights with the 2026 insurance renewal:

- Property insurance shows a premium increase of \$3,384 or 5%.
- Storage Tank coverage was adjusted to cover the two tanks that store fuel only.
- The City’s Workers’ Compensation premium is decreasing by \$4,236 or 3.7%. The City’s Experience Mod Factor remains steady at .75.
- Auto Liability and Railroad premiums remain the same.
- A reduction in Public Officials coverage equal to \$49,458, which is attributable to an increase in the City's deductible from \$10,000 to \$50,000.
- A reduction in the City's General Liability insurance premium of \$12,110, due to implementation of a \$10,000 deductible.

Fiscal Impact

The combined premium quote of \$311,008 represents a savings of \$65,982, which is a 17.5% decrease from the expiring 2025 premium of \$376,990. As referenced above, most of the savings can be attributed to the decreases in General Liability and Public Officials premiums due to increases in the deductibles.

Notably, the reduction in the Public Officials Liability premium is lower than what is typically seen in cost savings when switching to a higher deductible for this line of coverage. This is due to an error in the League’s cost analysis that was shared with staff in June 2025. Unfortunately, City staff was not made aware of this error until after the City's budget process was completed in November 2025. Following discussion, the League agreed to honor the lower premium number initially presented for 2026, but the premium amount for Public Officials Liability Insurance coverage will be adjusted upward during future renewals. In all likelihood, this will result in future annual savings that are closer to \$25,000 annually versus the \$50,000 the City will be realizing during 2026.

Additionally, the League requires the City to be a member of the League of Municipalities of Wisconsin, which is approximately \$13,800 for the 2026 membership period. As previously approved by the Common Council in November 2025, this amount is included in the City's budget for 2026.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on December 9, 2025.

Attachments:

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4246

A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2026 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$311,008

RECITALS

A. City staff has reviewed the insurance proposal received from R&R Insurance and recommends authorization to contract all of the City's lines of business insurance with R&R Insurance for Fiscal Year 2026.

B. Based on its review, the Finance-Personnel Committee has recommended that all of the City's lines of business insurance be contracted through R&R Insurance, the exclusive insurance agent for The League Mutual Insurance, effective January 1, 2026.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The contracts for insurance for the 2026 calendar year as proposed by R&R Insurance and recommended by the Finance-Personnel Committee are approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk

City of Mequon Proposal

1/1/2026 – 1/1/2027

Presented 12/9/2025

The LWMMI



**Protection for League Members and the communities they call home.
That is our business and we do it well**

Created in 1984 and governed by a board of your peers, League Insurance insures more than 500 cities, villages and special districts. We are 100% member owned and our financial security, broad coverages and customized services are specifically designed to serve Wisconsin municipalities.



- 1 Premium Comparison
- 2 Proposal
- 3 Property
- 4 Cyber

Insured Name: City of Mequon		Premium Comparison		
Rick Kalscheuer/ Ashley Pettit Effective: 1/1/2026 - 1/1/2027				
Company Year	Prior Year <u>LWMMI</u> 2025	Current Year - By Companies Quoting <u>LWMMI</u> 2026	Difference	
Coverages				
General Liability	\$38,649.00	\$26,539.00	-\$12,110.00	-31.3%
Police Prof Liability	\$34,399.00	\$34,829.00	\$430.00	1.3%
Public Officials Liability	\$62,348.00	\$12,891.00	-\$49,457.00	-79.3%
Auto Liability	\$20,055.00	\$20,055.00	\$0.00	0.0%
Auto Physical Damage	\$20,445.00	\$20,048.00	-\$397.00	-1.9%
Railroad	\$250.00	\$250.00	\$0.00	0.0%
Cyber	\$12,187.00	\$12,093.00	-\$94.00	-0.8%
Package Total	\$188,333.00	\$126,705.00	-\$61,628.00	-32.7%
Property	\$68,301.00 <i>MPIC</i>	\$71,685.00 <i>MPIC</i>	\$3,384.00	5.0%
Crime	\$1,937.00 <i>Hanover</i>	\$1,937.00 <i>Hanover</i>	\$0.00	0.0%
Other Coverages Subtotal	\$70,238.00	\$73,622.00	\$3,384.00	4.8%
Workers Compensation	\$113,894.00	\$109,658.00	-\$4,236.00	-3.7%
Estimated Premium	\$372,465.00	\$309,985.00	-\$62,480.00	-16.8%
Exposure changes				
	<u>2025</u>	<u>2026</u>	<u>Difference</u>	
Package Changes				
Total Payroll	\$9,776,420	\$9,449,983	(326,437)	-3.3%
# of Full Time Police Officers	43	41	(2)	-4.7%
Number of Vehicle	88	83	-5	-5.7%
Population	25,489	25,681	192	0.8%
APD - Total Value Covered	\$6,410,187	\$5,752,189	(657,998)	-10.3%
APD- Total Number of Vehicles	88	83	-5	-5.7%
Number of Employees	122.50	113.25	-9.25	-7.6%

Insured Name: City of Mequon		Workers' Compensation Comparison									
Effective: 1/1/2026 - 1/1/2027											
Code	Classification	2025 Payroll Exposure	2025 Rate	2025 Premium	2026 Payroll Exposure	2026 Rate	2026 Premium	Exposure Difference	Rate Difference	% Rate Difference	Premium Difference
7704	Fire Dept Non-Volunteer	0	3.07	0	0	3.19	0	0	0.12	3.9%	0
7710	Civil Defense Workers	0	2.87	0	0	2.73	0	0	-0.14	-4.9%	0
7720	Police Officers	4,289,297	2.32	99,512	4,237,635	2.14	90,685	(51,662)	-0.18	-7.8%	(8,827)
8810	Clerical Office	3,077,337	0.16	4,924	2,641,149	0.16	4,226	(436,188)	0.00	0.0%	(698)
9412	Municipal Operations-Cty/Town	2,409,786	2.53	60,968	2,571,199	2.50	64,280	161,413	-0.03	-1.2%	3,312
Totals		9,776,420		165,404	9,449,983		159,191	(326,437)			(6,213)
Experience Mod			0.75	(41,351)		0.75	(39,798)		0.00		1,553
Premium Discount			8.4%	(10,379)		8.3%	(9,955)		-0.10%		424
Expense Constant				220			220				0
Total Premium				\$113,894			\$109,658				-\$4,236

Insured Name: City of Mequon	Property Comparison			
Effective: 1/1/2026 - 1/1/2027				
	Prior Year MPIC 2025	Current Year MPIC 2026	Difference	
Building, BPP, PITO				
Premium	\$57,003.00	\$59,075.00	\$2,072.00	4%
Coverage Limit	67,817,649	70,283,133	\$2,465,484.00	4%
Rate	\$0.0841	\$0.0841	\$0.00	0%
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%
Contractor's Equipment Over \$25K				
Premium	\$6,046.00	\$6,959.00	\$913.00	15%
Coverage Limit	3,035,339	3,493,435	\$458,096.00	15%
Rate	\$0.1992	\$0.1992	\$0.00	0%
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%
Contractor's Equipment under \$25K				
No Charge	\$0.00	\$0.00		
Coverage Limit	425,306	471,994	\$46,688.00	11%
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%
Business Income				
Premium	\$163.00	\$163.00	\$0.00	0%
Coverage Limit	500,000	500,000	\$0.00	0%
Rate	\$0.0326	\$0.0326	\$0.00	0%
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%
Equipment Breakdown				
Premium	\$5,089.00	\$5,488.00	\$399.00	8%
Coverage Limit	67,817,649	70,283,133	\$2,465,484.00	4%
Rate	\$0.0075	\$0.0078	\$0.00	4%
Deductible	\$5,000.00	\$5,000.00	\$0.00	0%
Property Total				
	\$68,301.00	\$71,685.00	\$3,384.00	5%
Optional Property Deductibles				
All Other Property Deductible	Contractors Equipment Deductible	Total Annual Premium		
\$5,000	\$5,000	\$71,685		
\$5,000	\$10,000	\$71,266		
\$10,000	\$5,000	\$67,739		
\$10,000	\$10,000	\$67,320		
		<i>Current Expiring Deductibles</i>		

COVERAGE PROVIDED FOR:

- Elected/Appointed Officials
- Commissions
- Departments
- Employees
- Mutual Aid Assistance
- Volunteers

COMPREHENSIVE COVERAGE INCLUDES:

- Auto Liability
- Auto Physical Damage
- Crime
- Cyber Liability
- Employee Benefits Liability
- Employment Practices Liability
- General Liability
- Law Enforcement
- Public Officials
- Self-Insured Retention Workers' Compensation
- Workers' Compensation

ADDITIONAL COVERAGE ENHANCEMENTS

Liability:

- Airports
- Back Wages in Employment Claims
- Breach of Contract
- Care, Custody, & Control
- Communicable Disease
- Contractual Liability
- Cyber
- Damages to Rented Premises
- Dams
- Defense Costs in Addition to Limit
- Discrimination
- Drones
- EEOC actions
- Failure to Supply
- Land Use, Permits, & Zoning Claims
- Medical Payments
- No Fault Sewer Backup Optional Coverage
- Non-monetary Claims
- Occurrence Based
- Pollution
- Sexual Harassment/Abuse Coverage
- Special Events Included
- Tax Assessment Claims
- Volunteers
- Watercraft
- Wrongful Termination

Auto:

- Automatic New Auto Coverage
- Autos of Others in Your Care, Custody, or Control
- Commandeered Autos
- Hired Auto Physical Damage
- Hired/Non-owned
- Lease Gap
- Personal Auto Physical Damage Deductible Reimbursement
- Temporary Transportation Expense
- Towing Expense
- Uninsured/Underinsured

HUMAN RESOURCES ASSISTANCE

League Insurance has partnered with *Stafford Rosenbaum LLP* to provide the following human resources services:

- HR Hotline – phone assistance with HR-related issues.
- Talent Management – support with recruitment, hiring, background screening, onboarding, performance management, coaching, feedback, disciplinary counseling, termination management, and organizational and staff development.
- Employment Law Compliance – WI and Federal Fair Employment, wage & hour, safety, FMLA, I-9 Employment Verification, and more.
- Documents – development/review of job descriptions, **handbooks, policies, procedures**, and forms customized for the municipality.
- Compliance and HR practices assessments and development of remedial plans.
- Workplace Training – related to compliance and HR-related topics for supervisors and/or employees.
- Workplace investigations.
- Sample handbooks, toolkits addressing various HR subjects and best practices, and online harassment and discrimination training webinars.

EMPLOYEE SAFETY & RISK MANAGEMENT

With loss control resources provided by United Heartland, we can analyze loss trends and municipal operations to **customize a safety program for your community**. Included are comprehensive safety manuals, job site analysis, newsletters, webinars, and information on many topics including:

- Confined Space
- Excavating/Trenching
- Hearing Conservation
- Ladder Safety/Fall Protection
- Lawn Care/Mowers/Trimming/Landscaping
- Lockout Tagout/Electrical Arc Flash
- Motor Vehicle & Construction Equipment Safety
- Outside Contractor Qualification
- Power Platforms/Aerial Lifts
- Respiratory Protection
- Rigging/Slings/Hoists
- Tools – Hand Tools/Power Tools
- Tree Trimming/Chainsaw & Chipper Safety
- Water Hazards – Pools, Ponds, Lakes
- Welding, Cutting, or Brazing
- Work Zone Safety/Traffic Control

LEAGUE INSURANCE UNIVERSITY

League Insurance has partnered with *Lexipol* to provide self-paced online courses *written specifically* for local government and public safety professionals. Courses are available on demand from any computer or mobile device with internet access, 24/7.

- League Insurance University offers all employees access to over **200 online training topics** including HR & Management, Safety, Public Works, Law Enforcement, and much more.
- For Water and Wastewater, League Insurance University courses can be used to fulfill annual training hours requirements. Wastewater professionals will simply need to submit their certificate of course completion directly to the DNR for training approval.
- For law enforcement, League Insurance Police University can be used to fulfill 8 of the 24 hours of annual training requirements with Department level approval.

CYBER UNIVERSITY

League Insurance is partnered with leading cyber insurance provider, *Tokio Marine HCC*. With cyber liability coverage from League Insurance, you have **access to state-of-the-art cyber coverage and resources** including:

- Training courses on many topics including ransomware, phishing emails, network security, and more.
- Sample policies and procedures for best practices and breach response plans.
- Cyber security advisors for technical information and scenario planning.

LAW ENFORCEMENT POLICIES/PROCEDURES ASSISTANCE

League Insurance members are **eligible to receive reimbursement** for updating law enforcement and fire department manuals through an accredited policy manual service provider, as well as reimbursement for law enforcement accreditation.

REBOUND RETURN TO WORK PROGRAM

League Insurance has contracted with *Rebound*, a company which specializes in rehabilitation of injured municipal employees. The program gets your employees seen by top specialists quickly, and with better outcomes. This helps employees recover and saves departments money. Under the *Rebound* program, members are **100% reimbursed** by League Insurance for Rebound expenses incurred.

NURSE TRIAGE & TELEHEALTH

League Insurance is partnered with *CorVel* to provide nurse triage and telehealth services. CorVel's proactive healthcare solution offers injured workers the following medical services:

- Nurse Triage – **24-7 access to registered nurse hotline** to evaluate injuries to determine immediate medical needs.
- Telehealth – Provides immediate referral to medical physicians when needed via computer, tablet, or phone.

LEAGUE INSURANCE

316 W. Washington Avenue
Suite 600
Madison, WI 53703
(608) 833-9595

Matt Becker
Chief Executive Officer
matt@lwmmi.org

Emily Eagon
Director of Training and Member Services
EEagon@lwm-info.org

Craig Sherven
Public Safety Specialist
csherven@lwmmi.org

R & R INSURANCE SERVICES

N14 W23900 Stone Ridge Drive
Waukesha, WI 53188
262-236-2912

Rick Kalscheuer
rick.kalscheuer@rrins.com
(262) 953-7215
262-236-2912

WORKERS COMPENSATION CLAIMS ADMINISTATOR

United Heartland
PO Box 3026
Milwaukee, WI 53201-3026
(800) 258-2667

Denise Kawczynski
Senior Claims Representative
denise.kawczynski@unitedheartland.com
(262) 787-7646

LIABILITY CLAIMS ADMINISTRATOR

Statewide Services, Inc.
PO Box 5555
Madison, WI 53705
(800) 858-1536

Dan Lowndes
Managing Attorney
dlowndes@statewidesvcs.com
(608) 828-5687



League Insurance Quote Summary

Policy Effective Date: 1/1/2026

Proposal Number: 13166

Insured Name: Mequon, City of
 Contact Name: Brenda Arnett
 Contact Phone: 262-236-2912
 Contact Email: barnett@ci.mequon.wi.us

Agency: R & R Insurance Services
 Agent Name: Kalscheuer, Rick
 Agent Email: rick.kalscheuer@rrins.com
 Agent Phone: (262) 953-7215

PREMIUM:

	Expiring Policy			Renewal		
	Deductible	Limit	Premium	Deductible	Limit	Premium
General Liability	0	10,000,000	38,649	10,000	10,000,000	26,539
Police Professional Liability	10,000	10,000,000	34,399	10,000	10,000,000	34,829
Public Official Liability	10,000	10,000,000	62,348	50,000	10,000,000	12,891
Auto Liability	0	10,000,000	20,055	0	10,000,000	20,055
Auto Physical Damage	N/A	N/A	20,445			20,048
Airport	N/A	N/A	0	N/A	N/A	0
Dam	N/A	N/A	0	N/A	N/A	0
No Fault Sewer						
Railroad	10,000	6,000,000	250	10,000	6,000,000	250
UM & UIM Higher Limit	N/A	25,000/50,000	0	N/A	25,000/50,000	0
Crime & Bonds						
Cyber	5,000	1,000,000	12,187	5,000	1,000,000	12,093
Total Premium			188,333.00			126,705.00

EXPOSURES AND LIMITS:

Base Exposures:	Expiring	Renewal
Total Payroll	9,776,420	9,449,983
Number for FTE Police	43.00	41.00
Number of Vehicles (Auto Liability)	88	83
Population	25,489	25,681
APD – Total Value	5,979,063	5,752,189
APD – Total Number of Vehicles	88	83
Number of Employees	122.50	113.25
Supplemental Exposures:		
UM & UIM limit	\$25K Per Person / \$50k Occurrence	\$25K Per Person / \$50k Occurrence
Cyber Limit	1,000,000	1,000,000
Operating Expenditures (Cyber)	31,966,637	30,000,000
Number of Dams		
Number of Railroads	1	1
Airport Coverage	No	No
Airport Refueling	N/A	N/A
Population Base for No Fault Sewer Coverage	25,489	25,681

ADDITIONAL INSURED:

Name	Reason
<i>Proposed coverages, no coverage has been bound.</i>	

League Insurance – Auto Schedule

Municipality: Mequon, City of

Effective Date: 1/1/2026

Expiration Date: 1/1/2027

Auto Liability Deductible: 0

Year	Make	Model	Vehicle Type	VIN #	Dept. (optional)	Zip Code (Garaged at Night)	Parked Inside (i) or Outside (o)	Is Garage Location in a Flood Zone?	Original Cost New	Is APD Coverage Requested?	APD Deductible	Coverage Type (Replacement Cost or Actual Cash Value)
1971	General	Wrecker	Dump Truck	NL03DEC12711801	DPW - Unit #321	53092	Inside	No	\$23,000	Yes	\$2,500	Actual Cash Value
1995	GMC	Sierra Rodder Truck	Dump Truck	1GDJK34K15E505266	Sewer - Unit #603	53092	Inside	No	\$47,975	Yes	\$2,500	Actual Cash Value
2002	Ford	Bucket Truck	Dump Truck	1FDXF46F62ED11899	DPW - Unit #213	53092	Inside	No	\$39,275	Yes	\$2,500	Actual Cash Value
2003	Ford	F350 Pick Up	Dump Truck	1FDSF34L13EB86406	DPW - Unit #212	530092	Inside	No	\$25,055	Yes	\$2,500	Actual Cash Value
2003	GMC	1500	Pickup	1GTEK19T93Z229974	Unit #401	53092	Inside	No	\$26,000	Yes	\$2,500	Actual Cash Value
2004	International	7400 Plow Truck	Dump Truck	1HTWDADR84J082835	DPW - Unit #320	53092	Inside	No	\$94,969	Yes	\$2,500	Actual Cash Value
2004	International	7400 Plow Truck	Dump Truck	1HTWDADR64J082834	DPW - Unit #311	53092	Inside	No	\$94,969	Yes	\$2,500	Actual Cash Value
2004	GMC	C5500	Pickup	1GDE5C1164F505961	DPW - Unit #205	53092	Inside	No	\$37,285	Yes	\$2,500	Actual Cash Value
2005	International	7400	Dump Truck	1HTWCAZR86J251749	DPW - Unit #314	53092	Inside	No	\$96,028	Yes	\$2,500	Actual Cash Value
2005	Sterling	LT8513	Dump Truck	2FZHAWDA05AN85361	DPW - Unit #300	53092	Inside	No	\$90,264	Yes	\$2,500	Actual Cash Value
2007	GMC	C5500	Dump Truck	1GDE5C1257F415374	DPW - Unit #208	53092	Inside	No	\$46,512	Yes	\$2,500	Actual Cash Value
2008	Sterling	Plow Truck	Dump Truck	2FZHAWBS88AZ26165	DPW - Unit #303	53092	Inside	No	\$123,300	Yes	\$2,500	Actual Cash Value
2008	Ford	F150	Pickup	1FTPX14V08KE99243	City Hall - Unit #520	53092	Inside	No	\$27,740	Yes	\$2,500	Actual Cash Value
2008	Ford	F350	Pickup	1FDWF37R68EA27342	Unit #402	53092	Inside	No	\$35,000	Yes	\$2,500	Actual Cash Value
2009	Ford	F250	Pickup	1FTNF21589EA37811	Unit #209	53092	Inside	No	\$9,000	Yes	\$2,500	Actual Cash Value
2009	Sterling	LT8513	Dump Truck	2FZAABWSX9AZ72339	DPW - Unit #317	53092	Inside	No	\$110,000	Yes	\$2,500	Actual Cash Value
2009	GMC	Sierra 3500 Pickup	Dump Truck	1GDJK74669E142113	DPW - Unit #403	53092	Inside	No	\$36,100	Yes	\$2,500	Actual Cash Value
2010	International	7400	Dump Truck	1HTWDAZR5AJ241590	DPW - Unit #316	53092	Inside	No	\$141,212	Yes	\$2,500	Actual Cash Value
2011	International	7400	Dump Truck	1HTWDAZR4BJ323280	DPW - Unit #309	53092	Inside	No	\$142,700	Yes	\$2,500	Actual Cash Value
2012	International	7400 Plow Truck	Dump Truck	1HTWCAZR0CJ641238	DPW - Unit #313	53092	Inside	No	\$142,697	Yes	\$2,500	Actual Cash Value
2012	Honda	CRV	Police	JHLRM4H74CC012551	Police - Unit #23	53092	Inside	No	\$12,500	Yes	\$2,500	Actual Cash Value
2013	Ford	Explorer	Police	1FM5K8AR3DGB84631	Police - Unit #16	53092	Inside	No	\$25,817	Yes	\$2,500	Actual Cash Value
2013	Freightliner	108SD	Dump Truck	1FVAG5BS0DHF85229	DPW - Unit #312	53092	Inside	No	\$143,648	Yes	\$2,500	Actual Cash Value
2014	Western Star	Hauler	Dump Truck	5KKSAXDV3EPFU3704	DPW - Unit #319	53092	Inside	No	\$126,310	Yes	\$2,500	Actual Cash Value
2014	Int'l	Plow Truck	Dump Truck	1HTWCAZR2EH776974	DPW - Unit #310	53092	Inside	No	\$160,138	Yes	\$2,500	Actual Cash Value
2014	Chevrolet	Impala	Passenger	2G1WD5E31E1115385	City Hall - Unit #500	53092	Inside	No	\$6,000	Yes	\$2,500	Actual Cash Value
2015	International	Plow Truck	Dump Truck	3HAWNATZ2FL689626	DPW - Unit #302	175663	Inside	No	\$175,663	Yes	\$2,500	Actual Cash Value
2015	Ford	Auxiliary Van	Police	1FDWE3FLOFDA05081	Police - Unit #17	53092	Inside	No	\$73,400	Yes	\$2,500	Actual Cash Value
2015	Chevrolet	Silverado	Pickup	1GC2KUEG7FZ110502	DPW - Unit #405	53092	Inside	No	\$36,663	Yes	\$2,500	Actual Cash Value

2015	GMC	Sierra Pick Up	Pickup	1GT22YEG9FZ137935	DPW - Unit #400	53092	Inside	No	\$33,168	Yes	\$2,500 ¹³	Actual Cash Value
2015	Ford	F250 Pick Up	Pickup	1F7X2B63FEC87076	DPW - Unit #201	53092	Inside	No	\$33,788	Yes	\$2,500	Actual Cash Value
2015	Ford	F250 Pick Up	Pickup	1FTBF2A6XFE95724	DPW - Unit #406	53092	Inside	No	\$33,800	Yes	\$2,500	Actual Cash Value
2016	Dodge	Caravan	Police	2C4RDGBGXGR136893	Police - Unit #10	53092	Inside	No	\$21,859	Yes	\$2,500	Actual Cash Value
2016	Ford	Explorer	Police	1FM5K814EAGA28738	Police - Unit #12	53092	Inside	No	\$32,378	Yes	\$2,500	Actual Cash Value
2016	International	7400 Plow Truck	Dump Truck	3HAWCSTRXGL219158	DPW - Unit #304	53092	Inside	No	\$148,725	Yes	\$2,500	Replacement Cost
2017	Freightliner	114SD	Dump Truck	1FVMG3DV5HHJC8039	DPW - Unit #306	53092	Inside	No	\$147,706	Yes	\$2,500	Replacement Cost
2017	Ford	F 750 Medium Duty Truck	Pickup	1FDYW7DX3HDB04418	DPW - Unit #206	53092	Inside	No	\$85,747	Yes	\$2,500	Actual Cash Value
2017	Jeep	Cherokee	Police	1C4PJMCS8HW513831	Police - Unit #18	53092	Inside	No	\$15,000	Yes	\$2,500	Actual Cash Value
2018	Ram	3500	Pickup	3C7WRTAJ8JG213139	DPW - Unit #204	53092	Inside	No	\$37,770	Yes	\$2,500	Actual Cash Value
2018	Ford	Explorer	Police	1FM5K8AR9JGA27133	Police - Unit #24	53092	Inside	No	\$33,327	Yes	\$2,500	Actual Cash Value
2018	Ford	Explorer	Police	1FM5K8AR4JGC76147	Police - Unit #20	53092	Inside	No	\$33,327	Yes	\$2,500	Actual Cash Value
2018	Chevrolet	3500HD	Dump Truck	1GB5CXY7JZ201828	DPW - Unit #803	53092	Inside	No	\$41,115	Yes	\$2,500	Actual Cash Value
2018	International	Plow Truck	Dump Truck	3HAWCTARXJL055183	DPW - Unit #305	53092	Inside	No	\$162,067	Yes	\$2,500	Replacement Cost
2019	Freightliner	114SD	Dump Truck	1FVAG3FE5KHKP6834	DPW - Unit #307	53092	Inside	No	\$172,500	Yes	\$2,500	Replacement Cost
2019	Freightliner	114SD	Dump Truck	1FVHG3FE9KHS0863	DPW - Unit #605	53092	Inside	No	\$371,090	Yes	\$2,500	Replacement Cost
2019	Ford	F250	Pickup	1FTBF2B69KEG08948	Sewer - Unit #601	53092	Inside	No	\$162,067	Yes	\$2,500	Replacement Cost
2020	Chevrolet	Colorado	Pickup	1GCHTCEN3L1100169	Sewer - Unit #600	53092	Inside	No	\$33,859	Yes	\$2,500	Actual Cash Value
2020	Freightliner	114SD	Pickup	1FVAG3FE4LHLX9602	DPW - Unit #315	53092	Inside	No	\$176,822	Yes	\$2,500	Replacement Cost
2020	Ford	Explorer	Police	1FM5K8AB4LGA97760	Police - Unit #13	53092	Inside	No	\$34,112	Yes	\$2,500	Actual Cash Value
2021	Ford	Explorer	Police	1FM5K8AB1MGB18694	Police - Unit #15	53092	Inside	No	\$37,352	Yes	\$2,500	Replacement Cost
2021	Chevrolet	Malibu	Police	1G1ZC5T8MF010788	Police - Unit #602	53092	Inside	No	\$18,343	Yes	\$2,500	Replacement Cost
2021	Chevrolet	3500	Pickup	1GB3YSE73MF176538	DPW - Unit #409	53092	Inside	No	\$71,110	Yes	\$2,500	Replacement Cost
2021	Chevrolet	2500 Silverado	Pickup	1GB2YLE75MF153750	DPW - Unit #802	53092	Inside	No	\$38,255	Yes	\$2,500	Replacement Cost
2021	Chevrolet	Silverado 2500HD	Pickup	1GB5YLE75MF156337	DPW - Unit #604	53092	Inside	No	\$38,943	Yes	\$2,500	Replacement Cost
2021	Chevrolet	Silverado 2500HD	Pickup	1GB5YLE7XMF156351	DPW - Unit #602	53092	Inside	No	\$38,943	Yes	\$2,500	Replacement Cost
2022	Chevrolet	Silverado 2500HD	Pickup	1GC5YNE72NF349084	DPW - Unit #404	53092	Inside	No	\$44,751	Yes	\$2,500	Replacement Cost
2022	Ford	Explorer	Police	1FM5K8AB7NGA00182	Police - Unit #14	53092	Inside	No	\$34,327	Yes	\$2,500	Replacement Cost
2023	Ford	Explorer	Police	1FM5K8AB7PGA33024	Police - Unit #21	53092	Inside	No	\$38,091	Yes	\$2,500	Replacement Cost
2023	Ford	Expl	Police	1FM5K8AB5PGA62375	Police - Unit #19	53092	Inside	No	\$37,658	Yes	\$2,500	Replacement Cost
2023	Ford	F150	Pickup	1FTFW1E58PKD81405	DPW - Unit #200	53092	Inside	No	\$39,523	Yes	\$2,500	Replacement Cost
2023	Ford	F150	Pickup	1FTXIEB2PKD59396	DPW - Unit #508	53092	Inside	No	\$34,392	Yes	\$2,500	Replacement Cost
2023	Ford	F150	Pickup	1FTX1EB6PKD59434	DPW - Unit #510	53092	Inside	No	\$34,826	Yes	\$2,500	Replacement Cost
2023	Ford	F150	Pickup	1FTEW1EB4PKD59175	DPW - Unit #101	53092	Inside	No	\$41,893	Yes	\$2,500	Replacement Cost
2023	Ford	F250	Pickup	1FTBF2BA6PEC94509	DPW - Unit #210	53092	Inside	No	\$47,209	Yes	\$2,500	Replacement Cost

2023	International	HV607	Dump Truck	3HAEJTAR8PL138332	DPW - Unit #318	53092	Inside	No	\$203,000	Yes	\$2,500 ¹⁴	Replacement Cost
2024	Chevrolet	Equinox	Pickup	3GNAXSEGR8RL157204	DPW - Unit #501	53092	Inside	No	\$25,713	Yes	\$2,500	Replacement Cost
2024	International	HV507	Dump Truck	3HAEJTAR7RL855596	DPW - Unit #301	53092	Inside	No	\$215,529	Yes	\$2,500	Replacement Cost
2024	Ford	F350 One Ton Dump Truck	Dump Truck	1FDRF3HN7RDA22053	DPW - Unit #801	53092	Inside	No	\$78,162	Yes	\$2,500	Replacement Cost
2024	Chevrolet	Equinox	Passenger	3GNAXSEG4RL157202	DPW - Unit #503	53092	Inside	No	\$25,713	Yes	\$2,500	Replacement Cost
2024	Chevrolet	Equinox	Passenger	3GNAXSEG3RL171284	DPW - Unit #504	53092	Inside	No	\$27,476	Yes	\$2,500	Replacement Cost
2024	Dodge	Durango	Passenger	1C4RDJFG7RC139365	Police - Unit #7	53092	Inside	No	\$40,348	Yes	\$2,500	Replacement Cost
2024	Dodge	Durango	Police	1C4RDJFG5RC139364	Police - Unit #8	53092	Inside	No	\$40,348	Yes	\$2,500	Replacement Cost
2024	Dodge	Durango	Police	1C4RDJFG0RC139367	Police - Unit #5	53092	Inside	No	\$40,348	Yes	\$2,500	Replacement Cost
2024	Dodge	Durango	Police	1C4RDJFG9RC139366	Police - Unit #4	53092	Inside	No	\$40,348	Yes	\$2,500	Replacement Cost
2024	Ford	Explorer	Police	1FM5K8AB1RGA77278	Police - Unit #1	53092	Inside	No	\$41,894	Yes	\$2,500	Replacement Cost
2024	Ford	Explorer	Police	1FM5K8AB1RGA60125	Police - Unit #2	53092	Inside	No	\$41,894	Yes	\$2,500	Replacement Cost
2024	Ford	Explorer	Police	1FM5K8AB0RGA60231	Police - Unit #3	53092	Inside	No	\$41,894	Yes	\$2,500	Replacement Cost
2024	Ford	Explorer	Police	1FM5K8AB6RGA64154	Police - Unit #6	53092	Inside	No	\$41,894	Yes	\$2,500	Replacement Cost
2025	Freightliner	114SD	Dump Truck	3ALAG3FE8SDWB7189		53092	Inside	No	\$117,546	Yes	\$2,500	Replacement Cost
2025	Ford	Explorer	Police	1FM5K8AB5SGB36600		53092	Inside	No	\$45,104	Yes	\$2,500	Replacement Cost
2025	Chevrolet	Silverado	Pickup	1GCRKAED9SZ340619	DPW #520	53092	Inside	No	\$44,222	Yes	\$2,500	Replacement Cost
2025	Ford	Explorer	Police	1FM5K8AB2SGC71873	PD 25	53092	Inside	No	\$44,938	Yes	\$2,500	Replacement Cost
2025	Dodge	Durango	Pickup	1C4RDJFG7SC510966		53092	Inside	No	\$40,755	Yes	\$2,500	Replacement Cost

Number of Vehicles with Auto Liability: 83 Original Cost Total: \$5,752,189
Number of Vehicles with APD: 83

- (1) APD Value is determined by Original Cost New (OCN - retail cost the original purchaser paid for the vehicle) or by Appraisal Value for Fire/Rescue vehicles.
- (2) APD Coverage Type is determined by underwriting and is based on the vehicle age and value



Workers Compensation

Employers Liability & Increased Limits

Coverage	Each Accident	Disease Policy	Disease Employee
WC & Employer's liability	\$100,000	\$500,000	\$100,000

Worker's Comp Rating Basis

Workers Compensation Insurance Quotation

Classification	Code #	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
Period 01/01/2026 - 01/01/2027				
Wisconsin				
FIREFIGHTERS & D - NON-VOLUNTEER	7704	IF ANY	3.19	0
CIVIL DEFENSE WORKERS	7710	IF ANY	2.73	0
POLICE OFFICERS & DRIVERS	7720	4,237,635	2.14	90,685
CLERICAL OFFICE EMPLOYEES NOC	8810	2,641,149	0.16	4,226
MUNICIPAL OPERATIONS - MISCELLANEOUS CITY	9412	2,571,199	2.50	64,280
Total Manual Premium				159,191
Experience Modification	9898	159,191	0.750	(39,798)
Total Modified Premium				119,393
Total Standard Premium				119,393
Premium Discount	0063	119,393	8.3%	(9,955)
Expense Constant	0900			220
Terrorism		9,449,983		0
Catastrophe (other than Certified Acts of Terrorism)		9,449,983		0
Total Estimated Annual Premium				109,658

The exposures shown above are subject to audit and may result in an additional or return premium depending on your actual exposures for the policy term. The audit could also result in additional classifications not shown in this proposal.



Property



Does your law enforcement or emergency services personnel use drones? Do they understand how to maximize the capabilities of these devices and the associated technology, effectively and safely?

In partnership with Northeast Wisconsin Technical College, MPIC is offering drone training courses. These courses are designed for operators who are already FAA Section 107 Certified or have received an FAA Certificate of Waiver (COA) from entities that already have drone equipment.

COURSE OUTLINE:

- ▶ Interior Operations and Building Evaluation and Clearing
- ▶ Exterior Operations and Search and Rescue

No tuition fee for MPIC insured drone operators.

Class hours are accredited for ACADIS 24 hours of mandatory training.



◀ Register here for drone classes

For additional information, contact:
Blair at brogacki@mpicwi.com or
Rob at rob.hock@nwtc.edu



SERVICE HIGHLIGHTS



\$ FINANCIAL STRENGTH

MPIC has a \$500 million reinsurance program in place to provide the security needed for large or catastrophic losses. All reinsurance companies are rated "A" or better by A.M. Best with a combined surplus of \$7 billion. Lloyds of London syndicates also provide additional support and financial security. Our partnerships with financially strong reinsurers provide significant assets supporting MPIC's promise to pay.

🔍 APPRAISAL SERVICES

MPIC has partnered with AAE Consulting to provide a comprehensive appraisal to each insured. This includes on-site evaluations of all buildings greater than utility buildings and all other buildings valued more than \$250,000. These appraisals are provided on a rolling five-year cycle, at no additional cost to the insured. Our appraisal program also provides valuations for contractor equipment greater than \$20,000 and the development of an inflation factor to ensure your values remain accurate.

☑️ POLICY/CLAIM SERVICES

MPIC has as staff of underwriting and claims personnel that are specifically dedicated to working with MPIC insureds and agents. These individuals are strategically located throughout the state to rapidly address the service requirements of insureds.

👤 AGENT SERVICES

The needs of municipalities and counties are different than commercial companies. That is why MPIC has appointed agents who specialize in servicing LWMMI, CVMIC, and WMMIC members. Your needs come first.

MPIC'S BOARD OF DIRECTORS

MPIC is fortunate to have seven board members, whose full-time positions are servicing municipalities and counties in Wisconsin. They understand your needs and provide the direction and oversight to MPIC service providers.

Board of Directors:

- Jerry Deschane, *Executive Director LWM and LWMMI Director*
- Matt Becker, *CEO LWMMI*
- Steve Stanczak, *CEO CVMIC*
- Robert Smith, *City of Brookfield CVMIC*
- Pallin Allen, *Executive Director WMMIC*
- Eric Veum, *Risk Manager - City of Madison WMMIC*
- Blair Rogacki, *CEO MPIC*



COVERAGE HIGHLIGHTS

The Reason Insurance is Purchased

- Contractor's Equipment coverage included with no premium charge for all items up to \$25,000 - Coverage for equipment in excess of \$25,000 is provided if scheduled on the policy.
- Valuable records coverage with full coverage limits, once deductible is met
- \$10 million extra expense coverage; additional coverage available if requested
- \$5 million for asbestos cleanup, abatement and removal from a covered loss
- \$10 million for ordinance and law losses
- \$1 million coverage for unscheduled buildings
- \$10,000 coverage for unscheduled Property In The Open (PITO)
- Coverage for service dogs and horses up to \$50,000; subject to a \$1,000 deductible
- Builder's risk coverage for projects up to \$2.5 million in value included when endorsed; projects up to \$10 million in value are eligible
- \$2 million coverage for pollutants from a covered peril
- \$5 million of earth movement coverage per occurrence
- \$5 million of flood coverage per occurrence for property not located in a flood plain
- \$50,000 coverage for excavation, grading and filling
- \$250,000 coverage building foundations and footings
- Coverage for trees and shrubs damaged by any covered peril within 100' of a scheduled building
- Coverage for fire department service charges with no deductible
- \$50,000 coverage for documentation of loss coverage
- \$250,000 coverage for architectural and engineering design
- \$25,000 coverage for computer service interruption
- Coverage for scheduled pedestrian bridges – enhanced coverage available
- Coverage for scheduled piers and wharfs – enhanced coverage available
- Direct damage from utilities is covered for buildings, personal property, and PITO
- Expanded coverage for underground fiber optic cable within the municipality's jurisdictional boundaries available by endorsement
- Limited coverage for fungus related to a covered peril
- Emergency support equipment contained in/on emergency response vehicles subject to a \$1,000 deductible.
- Coverage for utility meters is available by endorsement

IMPORTANT HIGHLIGHTS

**BLANKET PLUS
COVERAGE**
Coverage up to
125%

of your Total Insured Value
for any covered loss

**AUTOMATIC
COVERAGE**
for all newly acquired
property and contractors
equipment, during the policy
period, without needing to
endorse the policy

**A SINGLE
DEDUCTIBLE**
applies to a covered loss
that impacts more than one
property type



Commercial Property

Subjects of Insurance

Subjects of Insurance	Limit	Deductible
Building	\$	\$
Business Personal Property	\$	\$
Property in the Open	\$	\$
Contractors Equipment Over \$25,000 Replacement cost	\$	\$
Contractors Equipment Under \$25,000 Replacement Cost	\$	\$
Equipment Breakdown	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

Optional Endorsements to quote:

- Business Income
- Fiber Optics – Expands coverage territory to the legal boundaries of the insured entity.

Entity	Limit: \$250,000	Limit \$500,000
City	\$500	\$750
Village	\$250	\$500
Towns	\$250	\$500
Water, Sewer, and Electric Utilities	\$500	\$750
Housing Authorities	\$250	\$500

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
001		CITY HALL					
	001	CITY HALL 11333 NORTH CEDARBURG ROAD, MEQUON,WI 53092	1938	2.0	30,038	\$8,534,383	\$557,029
		Property in the Open					\$526,020
		CITY HALL (001) Total				\$8,534,383	\$1,083,049
002		POOL					
	001	POOL 11339 NORTH CEDARBURG ROAD, MEQUON,WI 53092	2000	1.0	2,897	\$739,065	\$41,208
	002	POOL 11339 NORTH CEDARBURG ROAD, MEQUON,WI 53092	2000	1.0	10,091	\$1,216,357	\$0
		POOL (002) Total				\$1,955,422	\$41,208
003		DPW FACILITY					
	001	DPW BUILDING 10800 NORTH INDUSTRIAL ROAD, MEQUON,WI 53092	2000	1.0	76,097	\$15,533,356	\$627,186
	002	COLD STORAGE 10800 NORTH INDUSTRIAL ROAD, MEQUON,WI 53092	2000	1.0	6,300	\$538,692	\$36,057
	003	SALT SHED 10800 NORTH INDUSTRIAL ROAD, MEQUON,WI 53092	2018	1.0	5,026	\$555,587	\$0
		Property in the Open					\$10,302
		DPW FACILITY (003) Total				\$16,627,635	\$673,545

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004		PUBLIC SAFETY BUILDING					
	002	PUBLIC SAFETY BUILDING 11300 NORTH BUNTROCK AVENUE, MEQUON,WI 53092	1985	1.0	44,280	\$12,161,202	\$972,715
		Property in the Open					\$70,967
		PUBLIC SAFETY BUILDING (004) Total				\$12,161,202	\$1,043,682
005		EASTSIDE FIRE STATION					
	001	EASTSIDE FIRE SATATION 11800 NORTH PORT WASHINGTON ROAD, MEQUON,WI 53092	1974	2.0	8,470	\$1,452,067	\$0
		Property in the Open					\$5,151
		EASTSIDE FIRE STATION (005) Total				\$1,452,067	\$5,151
006		ROTARY PARK					
	001	ROTARY PAVILLION 4100 WEST HIGHLAND ROAD, MEQUON,WI 53092	1993	1.0	1,672	\$798,096	\$51,510
	002	REUTER PAVILLION 4100 WEST HIGHLAND ROAD, MEQUON,WI 53092	1993	1.0	5,200	\$937,894	\$36,057
		Property in the Open					\$347,486
		ROTARY PARK (006) Total				\$1,735,990	\$435,053
007		SETTLERS PARK					
	001	RESTROOM 11312 NORTH CEDARBURG ROAD, MEQUON,WI 53092	1839	1.0	475	\$61,194	\$1,129
		Property in the Open					\$590
		SETTLERS PARK (007) Total				\$61,194	\$1,719

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
008	RIVER BARN PARK						
	001	BARN/PAVILLION 9808 NORTH CEDARBURG ROAD, MEQUON,WI 53092	2000	1.0	2,880	\$796,963	\$32,760
		Property in the Open					\$46,663
		RIVER BARN PARK (008) Total				\$796,963	\$79,423
009	STAUSS FARM						
	001	HOUSE 9011 W DONGES BAY ROAD, MEQUON,WI 53092	2000	2.0	4,119	\$435,363	\$15,453
	002	SILVER BARN'S AND WORKSHOP 9011 W DONGES BAY ROAD, MEQUON,WI 53092	1982	1.0	6,575	\$389,519	\$20,604
	003	RED POLE BARN 9011 W DONGES BAY ROAD, MEQUON,WI 53092	1996	1.0	3,672	\$217,475	\$3,606
	004	RED WOODEN BAR NORTH 9011 W DONGES BAY ROAD, MEQUON,WI 53092	1940	1.0	1,965	\$78,913	\$2,576
	005	RED WOODEN BARN SOUTH 9011 W DONGES BAY ROAD, MEQUON,WI 53092	1940	1.0	4,000	\$160,711	\$2,576
	006	GREENHOUSE SOUTH 9011 W DONGES BAY ROAD, MEQUON,WI 53092	2020	1.0	1,920	\$9,478	\$387
	007	GREENHOUSE NORTH 9011 W DONGES BAY ROAD, MEQUON,WI 53092	2020	1.0	1,920	\$9,478	\$387
		STAUSS FARM (009) Total				\$1,300,937	\$45,589

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
010		MEQUON NATURE PRESERVE					
	001	PIEPER POWER ED CENTER 8200 W COUNTY LINE ROAD, MEQUON,WI 53092	2003	1.0	12,536	\$2,775,153	\$193,781
	002	GARAGE EDUCATION 8200 W COUNTY LINE ROAD, MEQUON,WI 53092	1992	1.0	620	\$36,778	\$1,133
	003	GARAGE RESORATION 8200 W COUNTY LINE ROAD, MEQUON,WI 53092	2012	1.0	600	\$35,542	\$1,133
	004	OBSERVATION TOWER 8200 W COUNTY LINE ROAD, MEQUON,WI 53092	2007	1.0	300	\$144,228	\$6,902
	005	OBSERVATION PLATFORM 8200 W COUNTY LINE ROAD, MEQUON,WI 53092	2014	1.0	350	\$66,963	\$3,091
		Property in the Open					\$177,194
		MEQUON NATURE PRESERVE (010) Total				\$3,058,664	\$383,234
011		STORAGE FACILITY					
	001	METAL SHED 9700 N SWAN RD, MEQUON,WI 53092	2000	1.0	7,500	\$444,325	\$3,091
		STORAGE FACILITY (011) Total				\$444,325	\$3,091
012		GATEWAY					
		Property in the Open					\$206,040
		GATEWAY (012) Total				\$0	\$206,040

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
013		SANITARY STATIONS					
	001	LIFT STATION A 5600 W MEQUON RD, MEQUON,WI 53092	1966	1.0	0	\$655,001	\$0
	001	LIFT STATION B 5000 W PARKVIEW DR, MEQUON,WI 53092	1966	1.0	0	\$494,496	\$0
	001	LIFT STATION C 11101 N RIVER RD, MEQUON,WI 53092	1966	1.0	0	\$454,833	\$0
	001	LIFT STATION D 11750 N RIVER RD, MEQUON,WI 53092	1969	1.0	0	\$656,649	\$0
	001	LIFT STATION E 2020 W RANCH RD, MEQUON,WI 53092	1968	1.0	964	\$1,577,545	\$0
	001	LIFT STATION F 12439 N CIRCLE DR, MEQUON,WI 53092	1968	1.0	0	\$643,051	\$0
	001	LIFT STATION G 12735 N FIELDWOOD RD, MEQUON,WI 53092	1968	1.0	0	\$571,864	\$0
	001	LIFT STATION H 2932 W RIVERLAND DR, MEQUON,WI 53092	1969	1.0	0	\$499,853	\$0
	001	LIFT STATION I 10800 N PEBBLE LN, MEQUON,WI 53092	1999	1.0	0	\$677,047	\$0
	001	LIFT STATION J 505 E CEDAR LN, MEQUON,WI 53092	1970	1.0	0	\$654,589	\$0
	001	LIFT STATION K 9911 N LAKE SHORE DR, MEQUON,WI 53092	1970	1.0	0	\$530,347	\$0
	001	LIFT STATION L 608 E JUNIPER CT, MEQUON,WI 53092	1970	1.0	0	\$560,017	\$0
	001	LIFT STATION M 10115 W LE GRANDE BLVD,	2005	1.0	0	\$574,440	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
		MEQUON,WI 53092					
001		LIFT STATION N 9754 N RIVER RD, MEQUON,WI 53092	2005	1.0	0	\$628,731	\$0
001		LIFT STATION O 9754 N RIVER RD, MEQUON,WI 53092	1970	1.0	0	\$567,640	\$0
001		LIFT STATION P 10656 N PORT WASHINGTON RD, MEQUON,WI 53092	1970	1.0	0	\$494,496	\$0
001		LIFT STATION Q 5600 W COUNTY LINE RD, MEQUON,WI 53092	1971	1.0	0	\$514,276	\$0
001		LIFT STATION R 10240 N CONCORD DR, MEQUON,WI 53092	1980	1.0	0	\$545,079	\$0
001		LIFT STATION S 10701 RIVER VALLEY DR, MEQUON,WI 53092	1980	1.0	0	\$569,392	\$0
001		LIFT STATION T 112260 N FIELDWOOD RD, MEQUON,WI 53092	1982	1.0	0	\$561,768	\$0
001		LIFT STATION U 11459 N GLENWOOD DR, MEQUON,WI 53092	1986	1.0	0	\$637,488	\$0
001		LIFT STATION V 4020 W DONGES BAY RD, MEQUON,WI 53092	1990	1.0	0	\$748,646	\$0
001		LIFT STATION W 9730 W FREISTADT RD, MEQUON,WI 53092	1990	1.0	0	\$192,750	\$0
001		LIFT STATION X 4300 W COUNTY LINE RD, MEQUON,WI 53092	2003	1.0	0	\$96,839	\$0
		SANITARY STATIONS (013)				\$14,106,837	\$0
		Total					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$70,283,133

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
014		PITO					
		Property in the Open					\$2,937,600
		PITO (014) Total				\$0	\$2,937,600
015		LEMKE PARK					
	001	Restroom and Concession Building 10103 W Donges Bay Rd, Mequon,WI 53097	2025	1.0		\$851,640	\$0
	002	Gothic Arch Shelter 10103 W Donges Bay Rd, Mequon,WI 53097	2025	1.0		\$33,470	\$0
		Property in the Open					\$224,019
		LEMKE PARK (015) Total				\$885,110	\$224,019
		Building Subtotal					\$63,120,729
		Contents Subtotal					\$2,610,371
		Property in the Open Subtotal					\$4,552,033
		Building, Contents and PITO Total					\$70,283,133

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
001	CITY HALL		
	PITO		\$526,020
	CITY HALL (001) Total		\$526,020
003	DPW FACILITY		
	PITO		\$10,302
	DPW FACILITY (003) Total		\$10,302
004	PUBLIC SAFETY BUILDING		
	PITO		\$70,967
	PUBLIC SAFETY BUILDING (004) Total		\$70,967
005	EASTSIDE FIRE STATION		
	PITO		\$5,151
	EASTSIDE FIRE STATION (005) Total		\$5,151
006	ROTARY PARK		
	PITO		\$347,486
	ROTARY PARK (006) Total		\$347,486
007	SETTLERS PARK		
	PITO		\$590
	SETTLERS PARK (007) Total		\$590
008	RIVER BARN PARK		
	PITO		\$46,663
	RIVER BARN PARK (008) Total		\$46,663
010	MEQUON NATURE PRESERVE		
	PITO		\$177,194
	MEQUON NATURE PRESERVE (010) Total		\$177,194
012	GATEWAY		
	PITO		\$206,040
	GATEWAY (012) Total		\$206,040
014	PITO		
	Street Light Poles and Associated Fixtures (134)		\$1,366,800
	Traffic Control Signal/Box - Cedarburg Road at Highland Rd		\$204,000
	Traffic Control Signal/Box - Mequon Rd at Buntrock Rd		\$346,800
	Traffic Control Signal/Box - Mequon Rd at Weston Dr		\$316,200

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Traffic Control Signal/Box - Port Washington Rd at County Line Rd		\$295,800
	Traffic Control Signal/Box - Wauwatosa Rd at Freistadt Rd		\$204,000
	Traffic Control Signal/Box - Wauwatosa Rd at Highland Rd		\$204,000
	PITO (014) Total		\$2,937,600
015	LEMKE PARK		
	Ballfield #1 - Bleachers		\$8,160
	Ballfield #1 - Dugout		\$7,140
	Ballfield #1 - Fencing		\$12,240
	Ballfield #1 - Scoreboard		\$5,100
	Ballfield #2 - Bleachers		\$8,160
	Ballfield #2 - Dugout		\$7,140
	Ballfield #2 - Fencing		\$8,160
	Ballfield #2 - Scoreboard		\$5,100
	Gothic Arch Shelter		\$34,139
	Park Monument Sign		\$30,518
	Picnic Tables		\$5,100
	Playground Equipment		\$93,061
	LEMKE PARK (015) Total		\$224,019
PROPERTY IN THE OPEN TOTAL			\$4,552,033

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
1964 WAUSAU SHOULDER MACHINE		\$20,200
1969 WISCONSIN 1900 TRAILER S/N:3470		\$14,847
1975 EMPIRE GAS GENERATOR S/N:336130		\$32,133
1975 EMPIRE GAS GENERATOR S/N:336131		\$32,133
1975 FINN BUHS258 HYDROSEEDER S/N:626		\$42,420
1978 FORTE 3500 S/N:19727		\$10,445
1985 BOSTON WHALER 17' BOAT INCLUDES TRAILER		\$11,534
1986 FORD TRACTOR MOWER		\$74,235
1988 SULLIVAN D175Q AIR COMPRESSOR/TOOLS S/N:210899		\$16,968
1991 FELLING 10,000 LB TRAILER S/N:19FS1626M1072200		\$9,292
1991 FELLING 10,000 LB TRAILER S/N:1F9FS1626M1072293		\$9,696
1991 FELLING 4,000 LB TRAILER S/N:1F9FS1222M1072295		\$4,454
1992 FELLING HD2335 S/N:3TL7202		\$2,545
1992 FORD 3,930 S/N:BD08665		\$31,815
1994 CRAFTCO H250 ASPHALT HEATER S/N:1418251		\$5,504
1994 DRESSON 8116 TRAILER S/N:4GBFS1625R1000332		\$8,272
1994 WACKER RD880 VIBRATOR/ SMALL ROLLER S/N:673602059		\$13,786
1995 DYNAPAC CP142 S/N:10000500TFB004661		\$36,865
1997 ALKOTA PRESSURE WASHER S/N:9961250		\$10,075
1997 LANDA E5305E PRESSURE WASHER S/N:190483		\$10,075
1998 MB SPMB245 COMPANY STRIPER S/N:503527979		\$143,168
1998 PACE AMERICAN C5816 TRAILER UNIT #351 S/N:40LAB1622YP062779		\$8,272
1999 KOHLER 140018 GENERATOR S/N:601458		\$32,133
2000 CATERPILLAR 938G LOADER S/N:4YS01501		\$196,192
2000 JET AWAY EM S/N:JAJ600R		\$18,695
2001 TORO 5020 INFIELD PRO S/N:2110000324		\$16,968
2002 CATERPILLAR GC25K FORKLIFT S/N:AT82D00974		\$25,452
2002 FELLING FT10EW TRAILER UNIT #451 S/N:5FTEH222121017188		\$8,060
2002 GEITH D48 JAW BUCKET- EXCAVATOR S/N:DG77147		\$14,317
2003 BEFCO 17420SFL S/N:239996		\$15,377
2004 HOLDER C978 S/N:52410306		\$57,797
2005 BEFCO 17417 B WING MOWER S/N:343947		\$15,908
2005 KUBOTA M6800 TRACTOR S/N:70027		\$37,118
2006 CATERPILLAR 340CR MINI EXCAVATOR S/N:FPK01774		\$68,932
2007 MOBARK T15 S/N:4S8SZ16157W024624		\$28,995
2007 THOMPSON 4045 PUMP 6" S/N:1T9PT12167P634166		\$26,512
2007 TORO FD791D MOWER S/N:270000189		\$12,726
2009 ADVANCE 2060 S/N:1451757		\$8,484
2010 BOBCAT S650 S/N:A3NV12696		\$32,721
2010 FELLING FT1617 S/N:5FTEE2627E1002508		\$17,675
2010 FELLING FT3 3,000 LB TRAILER DPW UNIT #480 S/N:5FTUN1213A1034403		\$3,712
2011 JOHN DEERE 722 S/N:1DW772GXTA0630146		\$117,059
2012 JOHN DEERE 6330 S/N:1L06330HTCH744000		\$83,452
2013 TRITON TS80T S/N:4TCSU1063DH612226		\$40,405
2014 FELLING FT1 TRAILER DPW UNIT #350 S/N:5FTEE2627E1002508		\$18,559
2015 CASE M320F WHEEL LOADER S/N:CATM320FPF2W00215		\$287,850
2015 CASE SV280 S/N:NFM410700		\$43,745
2015 JOHN DEERE 625J S/N:1M0625GSKFM102779		\$13,188
2015 THOMPSON 4045T S/N:1T9PT121XFP634606		\$32,254
2015 TORO 7369 S/N:315001071		\$12,513
2015 TORO 798 S/N:315000174		\$12,513
2016 JOHN DEERE 524K 3YD LOADER S/N:1DW524KZEGF677352		\$145,329

MPIC 004CE(1123)

PAGE 1 OF 2

CONTRACTORS EQUIPMENT MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2016 KUBOTA M6060 TRACTOR, REAR BLADE & BROOM S/N:11047		\$47,590
2016 SKYJACK SJIII4632 SCISSOR LIFT S/N:70028900		\$8,900
2017 MOBARK M18R S/N:4S8SZ1915HW052243		\$76,934
2017 TORO 74961 S/N:4000695122		\$9,840
2018 BBA 8" TRASH PUMP S/N:21016288		\$79,177
2018 BBA 8" TRASH PUMP S/N:21016933		\$79,177
2020 JOHN DEERE 6120E S/N:1P06120EPL0012161		\$108,445
2020 SCAG 72V-26DFI S/N:MO800123		\$15,542
2021 BOBCAT TOOLCAT S/N:AHG819516		\$75,128
2021 JOHN DEERE 624 624 LOADER - BROOKS TRACTOR S/N:1DW624PALNLZ13873		\$185,588
2022 ATLAS COPCO 100KW GENERATOR S/N:UVC600145		\$83,596
2022 CATERPILLAR M320F WHEELED EXCAVATOR S/N:CAT0M320LKE420020		\$381,780
2022 JOHN DEERE 1575 TERRAIN CUT MOWER S/N:1TC1575VHNSO80084		\$42,782
2022 REDI HAUL RX1627 TRAILER DPW UNIT #343 S/N:47SS162T7N1030214		\$9,332
2022 RIVERSIDE TP4VE 4" PORTABLE TRASH PUMP S/N:44551SS12	WASTEWATER	\$3,541
2022 SAM SPEED TRAILER S/N:7L31F6216NG000242		\$11,009
2022 SURE-TRAC TRAILER S/N:5JW1U1212N1365571		\$3,017
2023 CATERPILLAR 259D3 TRACK LOADER S/N:CW928041		\$95,180
2023 LOAD TRAIL CS8320072 B&B LANDSCAPE TRAILER DPW #467 S/N:4ZECH202P1292586		\$8,728
2023 SCAG TURTIGER ZERO TURN MOWER DPW #468 S/N:V9700085		\$15,161
2024 FREIGHTLINER M2106 STREET SWEEPER S/N:1FVACXFC4RHVG4027		\$298,950
2024 ROADCLIPPER HDT207 TRAILER S/N:46UFU242OR1282712		\$11,745
2024 TORO LAWN MOWER & BLOWER S/N:416520570		\$16,610
2025 MATRICE 30T DRONE S/N:ED0A8D9C7B2550EC		\$13,909
LANDPRIDE AFM4522 BAT WING MOWER S/N:2291386		\$34,900
PLOW & WING FOR 2025 FREIGHTLINER #7189		\$179,314
STERIL-KONI MOBILE COLUMN LIFTS (2 SETS)		\$46,786
STERIL-KONI ST-1085-1FWA MOBILE COLUMN LIFTS (1 SET) S/N:223C620791 & 223C620778		\$29,393
CONTRACTOR'S EQUIPMENT ≥ \$25,000		\$3,493,435
CONTRACTOR'S EQUIPMENT < \$25,000		\$471,994
CONTRACTOR'S EQUIPMENT TOTAL		\$3,965,429

MUNICIPAL PROPERTY INSURANCE COMPANY
Endorsement Change Form

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

As agreed and requested by the insured, no coverages provided under the attached policy shall apply to any fire hydrant owned by the insured.

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Business Income

Blanket Business Income

\$500,000

Total

\$500,000



Cyber



Cyber Quote for the City of Mequon

Cyber Limit:	\$1,000,000
Deductible:	\$5,000
Effective Date:	1/1/2026
Operating Expenditures:	\$30,000,000
Premium:	\$12,093
Third Party Liability Insuring Agreements:	
Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense & Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$100,000
First Party Insuring Agreements:	
Breach Events Costs	\$1,000,000
BrandGuard®	\$1,000,000
System Failure	\$1,000,000
Cyber Extortion	\$1,000,000
Cyber Crime	\$250,000
Reward Expenses	\$100,000
Court Attendance Costs	\$100,000
Aggregate Limit of Liability	\$1,000,000

Thank you for your continued support of the League of Wisconsin Municipalities Mutual Insurance!

Stroh Ballweg, LLP



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262/236-2914
 Fax: 262/242-9655

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: December 9, 2025
SUBJECT: RESOLUTION 4247 - A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2026

Background

Annually, as part of the budget development process, City departments review their respective fees. This year, the Inspections and Planning Divisions submitted recommendations to amend one fee (title) and add five fees beginning in 2026. Further, the Common Council previously approved two rate adjustments in connection with the adoption of next year’s Sewer Utility budget on November 11. Accordingly, all proposed adjustments are summarized in the following table below:

Fee	Current	Proposed	Comment
<i>Inspections (Building/Heating)</i>			
Residence 1 & 2 Family and Attached Garage per SF Living Area	\$0.40	\$0.40	Change wording to: Residence 1 & 2 Family and Attached Garage per SF
<i>Planning</i>			
Temporary Use/Structure Permit	New Fee	\$65.00	Based on existing minimum for permit fees
Special Event Permit	New Fee	\$65.00	Based on existing minimum for permit fees
Revolving Loan Fund Application	New Fee	\$150.00	Accounts for staff time to review/process applications
Town Center Business Loan Application	New Fee	\$150.00	Accounts for staff time to review/process applications
TID Incentive Development Agreement Application	New Fee	\$750.00	Accounts for staff time to review/process applications
<i>Sewer Utility</i>			
Residential User Charge (Quarterly)	\$85.00	\$90.00	Approved November 11, 2025
Non-Residential User Charge Rate (per 1,000 gallons)	\$8.479	\$8.811	Approved November 11, 2025

Analysis

As is evident in the preceding table, there are only five fees currently recommended for adjustment heading into 2026. Most recently, the City conducted an exhaustive analysis of its entire fee schedule in mid-2023, and a similar review is anticipated to take place again next year. Additionally, the Southern Ozaukee Fire & EMS Board of Directors approved several fee adjustments at its September meeting. These changes, which took effect on October 1, are also reflected in the City's proposed Fee Schedule for 2026, a copy of which is attached.

Fiscal Impact

Fees comprise a rather small portion of overall revenues. The fee increases on this list are rather minimal; as such, they will have a very small effect on City revenues. As noted, the proposed adjustments are either to cover City processing costs, create consistency among other fees or constitute a simple name modification.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on December 9, 2025.

Attachments:

FY2026 FEE SCHEDULE - 12.9.25

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4247

A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2026

RECITALS

A. On a periodic basis, the City of Mequon's Fee Schedule is reviewed by staff to ensure that various rates and fees charged by the City are commensurate with the City's actual costs related to those fees as well as comparing them with those charged in other similarly sized communities across southeastern Wisconsin.

B. On an annual basis, the City's Fee Schedule is recommended for adoption by the Finance-Personnel Committee, with all approved fee adjustments becoming effective on January 1 of the following fiscal year.

BASED UPON THE FOREGOING RECITALS, IT RESOLVED, by the Common Council of the City of Mequon, Ozaukee County, Wisconsin, that the attached City Fee Schedule for Fiscal Year 2026 is authorized and implemented for use until further amended.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
ASSESSOR	
Database Sales Query	\$20.00
Business List Query	\$20.00
Database Ownership or Similar Query	\$20.00
Complicated Database Query	\$40.00
Digital Parcel Map	\$2.00
Database Kiosk Print	
Homeowner	\$0.00
Black and White (Per Page)	\$0.25
Color (Per Page)	\$0.50
Special Request - Assessor Labor per Hour	\$75.00
CITY CLERK	
Class A Beer	\$100.00
Class A Liquor	\$500.00
Class B Beer	\$100.00
Class B Liquor	\$500.00
Temporary Class B	\$10.00
Class B Reserve Liquor	\$10,000.00
Class C Wine	\$100.00
Background Check	\$15.00
Tavern Operation (Bartender) - 2 Year	\$100.00
Provisional Tavern Operator	\$15.00
Temporary Tavern Operator	\$10.00
Tobacco Products	\$100.00
Second Hand Jewelry	\$50.00
Second Hand Article	\$50.00
Amusement License	\$25.00
Tavern Amusement License	\$250.00
Vending Machine Distributor	\$80.00
Machine Registration	\$25.00
Peddlers, Canvassers & Solicitors	\$100.00
Peddlers, Canvassers & Solicitors (Each Additional Person)	\$15.00
Board of Appeals Filing Fee	\$250.00
Fireworks Permit	\$100.00
Gun Range Premise License	\$250.00
Fee to Conduct Background Check for Gun Range Premise License	\$75.00
License/Permit Replacement Fee	\$10.00
Publication Fee	\$20.00
Late Application Fee	\$50.00
COMMUNITY DEVELOPMENT - INSPECTIONS (BUILDING/HEATING)	
Minimum Permit Fee (All Permits)	\$65.00
Residence 1 & 2 Family and Attached Garage Per SF	\$0.40
Residence Apt. 3 Family, Row Housing, Multiple Dwellings, Institution Per SF	\$0.40
Residence Additions Per SF Living Area	\$0.40
Basement Remodel/Fish Per SF	\$0.40
Local Business, Office Building & Additions Per SF	\$0.40
Manufacturing or Industrial Per SF (Office Areas to be Included Under Local Business)	\$0.35
Permit to Start Construction of Footings & Foundations (Commercial/Manufacturing)	\$350.00
Permit to Start Construction of Footings & Foundations (One and Two Family)	\$200.00
Agricultural Buildings, Detached Garages and Accessory Building Per SF	\$0.28
Where SF Cannot be Calculated	\$14 per \$1,000 valuation
Foundation Repair	\$100
Residing Per Building	\$60.00
Kitchen Remodel	\$160.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Bathroom Remodel	\$120.00
Heating & Incinerator Initial Fee Per Unit	\$55.00
Each 50,000 BTU over 150,00 BTU (\$750.00 Max. Per Unit)	\$18.00
Comm./Ind. Exhaust Hoods & Systems Per Unit	\$170.00
Heating & A/C Distribution Systems Per 100 SF of Cond. Area	\$2.00
A/C Per Unit 3 Tons or 36,000 BTU	\$55.00
A/C Additional Fee Per each Ton Over 3 Tons or 12,000 BTU (\$750.00 Max. Per Unit)	\$18.00
A/C Permanently Installed Wall Units	\$12.00
Wrecking, Razing, or Interior Demolition Flat Fee (May be Waived at Inspector Discretion)	\$80.00
Moving Buildings Over Public Ways Initial Fee	\$215.00
Moving Buildings Over Public Ways Per SF	\$0.10
Accessory Building	\$60.00
Fuel Tanks - Per 1,000 Gal. Per Install	\$24.00
Min. Per Fuel Tank Installation	\$43.00
Tank Removal, Repairs or Alterations 1,000 Gal. or Less	\$49.00
Tank Removal More than 1,000 Gal.	\$73.00
Re-Inspection Per Inspection (Applies after 2nd Inspection)	\$65.00
Plan Examination	
One and Two Family Residence	\$235.00
Apartments, Three Family Residence, Row Housing, Multiple Family	\$285.00
Apartments, Three Family, Row Housing, Multiple Family Per Unit	\$25.00
Commercial, Industrial and Additions	\$285.00
Plan Examination	
Commercial Additions & Alternations	\$285.00
Residential/Commercial Small Project (At Plan Reviewer Discretion/May be Reduced to \$20.00)	\$24.00
Addition/Alterations to 1 & 2 Family	\$80.00
Accessory Bldg. 300 SF or More	\$65.00
Accessory Bldg. under 300 SF	\$65.00
Decks & Swimming Pools	\$65.00
Heating Plans, Lighting & Energy Calculations (Submitted Separately)	\$60.00
WI Uniform Building Permit Seal (State Fee)	\$60.00
Occupancy Permit - Residential Per Unit	\$55.00
Temporary Occupancy Permit - Residential	\$100.00
Occupancy Permit - Commercial & Industrial Per Unit	\$205.00
Temporary Occupancy Permit - Commercial & Industrial Per Unit	\$150.00
Occupancy Permit - Commercial Additions & Alterations	\$60.00
Tenant Finish	\$60.00
Change of Occupancy Commercial & Industrial Per Unit	\$195.00
Pools – In Ground/Above/Spas	\$14/\$1,000 Value or Max \$1,200
Fences	\$65.00
Decks and Sheds	\$65.00
Solar Panels (\$60.00 Building; \$122.00 Electrical)	\$182.00
Erosion Control Fee – Single Family	\$183.00
Reinstate Building Permit (New)	35% Of Original Cost
Amount Retained for Permits Refunded	\$65.00
Security Deposit for Final Inspection, 10% of Permit Fee	\$65.00
After Hours Inspection (2 Hour Min.)	\$150.00
Architectural Board/Review	
1 & 2 Family New Construction	\$100.00
Additions/Alternations to 1 & 2 Family	\$75.00
Accessory Building	\$65.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Tree Inspection/Zoning Review	\$60.00
<i>Double Permit Fees Will be Charged Upon Failure to Obtain Permit Before Work, Except in Emergency Cases (\$500.00 Min. Fee)</i>	
<i>Note 1: Additional Fee for Plan Review May be Assessed at the Time of Application for Renewal of the Permit.</i>	
<i>Note 2: Application Fees are Paid For Any Item Requiring Architectural Board Approval. Fees Waived for Subsequent Appearances if Requested by Board.</i>	
<i>Note 3: SF Area Shall Be Defined as Follows: The Living Area of the Building Enclosed by the Interior Surface of the Exterior Walls Excluding the Basement.</i>	
<i>Note 4: In Determining Cost, All Construction Shall Be Included with the Exception of Heating, A/C, Electrical, and Plumbing Work.</i>	
<i>Note 5: State of Wisconsin, Uniform Dwelling Code Section ILHR 21.125 supersedes Chapter 3, Section 3.17 of the Zoning Code.</i>	
COMMUNITY DEVELOPMENT - INSPECTIONS (ELECTRICAL)	
Re-Inspection (Per Inspection After 2nd Inspection)	\$65.00
Failure to Call for Final Inspection (Double Initial Fee)	\$120.00 Min.
Refund Retained	\$65.00
Work Started Prior to Taking Permit	Double Fee
Minimum Fee for Permit	\$65.00
After Hours Inspection (2 Hour Min.) (\$75/HR)	\$150.00
Fixtures – Incandescent & LED	\$1.00
Tubular Lamps – Fluorescent, Cold Cathode, Lumiline and Mercury Vaper (Per Tube)	\$1.00
Lights – Arc, Search, Flood, Mercury, Including Transformers	\$12.00
Yard Light and Standard	\$18.00
Fuel Dispensing Pumps	\$60.00
Stage Pockets, Spotlights and Apparatus	\$7.00
Outlets for Fixtures, Switches, Receptacles, and Similar Devices	\$1.00
Low Voltage Devices	\$1.00
Vent Fans, Paddle Fans	\$6.00
Electrical Range, Garbage Disposal, Dishwasher, Water Heater, Dryer, 30 & 50 Amp Outlet	\$12.00
Automatic Central Heating – Residential	\$20.00
Automatic Central Heating – Commercial	\$42.00
Electrical Heating Device (Per KW) or Outlet	\$7.00
Central A/C Unit, Refrigeration, Air Cooling or Similar – Residential	\$18.00
Central A/C Unit, Refrigeration, Air Cooling or Similar – Commercial	\$36.00
Central A/C Unit, Refrigeration, Air Cooling or Similar – Combo Units	\$60.00
Generators, Rectifiers, Reactors, Welders, Capacitors, Converters, Transformers	\$36.00
GFCI Devices	\$4.00
Machines – Moving Picture, X-Rays, Stereopticon, High Frequency, and like Apparatus	\$36.00
Motor (Per HP or Fraction of For EA.	\$1.00
Water Pumps	\$18.00
Residential Whirlpool, Jetted Tub	\$24.00
Signs, Incandescent, Fluorescent & Neon	\$48.00
Signals or Communication Devices – Audible or Visual	\$1.00
Plug In Strip, Trole-E-Duct, Wireways, Busways, Raceways or Auxiliary Gutter (per Foot or Fraction of)	\$1.00
Swimming Pool Grounding	\$72.00
Spas and Hot Tubs (Indoor or Outdoor)	\$60.00
Feeders or Sub-Feeder-Sub Panel	\$18.00
Temp. Service/Install Period of 90 Days	\$60.00
Fire Alarm Panel	\$60.00
Overhauling Condemned Work	\$72.00
Service Switched	
	0-200 Amperes \$50.00
	201-400 Amperes \$60.00
	401-600 Amperes \$80.00
	601-1,000 Amperes \$90.00
	Per 100 Amperes Over 1,000 \$15.00
COMMUNITY DEVELOPMENT - INSPECTIONS (PLUMBING)	
Minimum Permit Fee	\$65.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Well Abandonment	\$65.00
Well Operations Permit (5 Years)	\$122.00
Starting Work Without Permit	Double Fee
Failure to Order Final Inspection Before House is Occupied	\$120.00
Each Re-Inspection or After Expiration of the Permit	\$65.00
Fire Protection Sprinkler New or Remodeled – Commercial or Residential, Full or Combined System	\$60.00
After Hours Inspection (2 Hours) (75/HR)	\$150.00
Sewer for First 100'	\$60.00
Sewer Over 100' Per Foot Surcharge	\$1.00
Outside Sanitary Sewer	\$60.00
Outside Storm Sewer	\$60.00
Inside Sanitary Sewer	\$60.00
Inside Storm Sewer	\$60.00
Water Service Minimum	\$60.00
Storm/Sanitary	\$60.00
Catch Basin Exterior	\$30.00
Catch Basin Interior	\$20.00
Manholes Exterior	\$30.00
Manholes Interior	\$12.00
Plumbing Fixtures – Each	\$12.00
Refund Retained	\$65.00
Suppression System of Exhausted Hoods – Commercial	\$116.00
Water BPD fees - scaled up to 3/4" Main = \$50.00 / 1" Main = \$90.00 / 1.5" Main = \$140.00 / 2" Main = \$230.00 / 3" Main = \$440.00 / 4" Main = \$730.00 / 6" Main = \$1250.00	
COMMUNITY DEVELOPMENT - PLANNING	
Zoning Code Text Amendment	\$1,275.00
Zoning Code Map Amendment*	\$1,275.00
Land Use Plan Map Amendment*	\$1,275.00
<i>*If requesting a Zoning Code Map and Land Use Plan Amendment at the same time, only one fee applies</i>	
Conditional Use Petition	\$750.00
Building Site Plan Amendment or Approval	\$750.00
Consultation	\$400.00
Minor Request	\$350.00
Subdivision/Condo Concept	\$750.00
Subdivision/Condo Preliminary Plat	750 + \$50/Lot
Subdivision/Condo Development Agreement	\$750.00
Subdivision/Condo Final Plat	\$750.00
Land Division	\$750.00
New Sign Design and Plan Approval	\$150.00
Special Event Banner Permit	\$30.00
On-Site Development Notice Sign Posting	\$5.00
Zoning Letter Request	\$60.00
Home Occupation Permit	\$60.00
Business Occupancy Permit	\$125.00
Annual Chicken Keeping Permit	\$65.00
Short Term Rental Permit	\$60.00
Temporary Use or Structure Permit	\$65.00
Special Event Permit	\$65.00
Revolving Loan Fund Application	\$150.00
Town Center Business Loan Application	\$150.00
Tax Increment District Incentive Development Agreement Application	\$750.00
<i>Staff Time Over 10 Hours on Any of the Above Will be Additionally Billed Hourly.</i>	
<i>Additional Charges May Be Incurred for Subsequent Plan Review.</i>	
ENGINEERING	



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION		FEE AMOUNT
Planning Commission Reviews		
	Engineer	\$100.00/Hr
	Engineering Technician	\$91.00/Hr
Green Infrastructure Plan Reviews		
	Engineer	\$100.00/Hr
	Engineering Technician	\$91.00/Hr
Erosion Control Permits - Site Grading		
	Residential – Initial Fee	\$600.00
	Residential – Per Lots or Units	\$6.00
	Commercial/Industrial – Initial Fee	\$300.00
	Commercial/Industrial – Per 1,000 SF Distributed Area	\$6.00
	General Use Residential – Initial Fee	\$30.00
	General Use Residential – Per 1,000 SF Distributed Area	\$4.00
	Permit Extension Fee	1/12 of Fee/Month
Filling Permits		
	0-250 CY	\$60.00
	251-1,000 CY	\$120.00
	Permit Extension Fee	1/12 of Fee/Month
Floodplain Letters		\$66.00
Waste Hauler Permit		\$60.00
Waste Hauler Additional Per Vehicle – 7 to 12 Tons		\$25.00
Waste Hauler Additional Per Vehicle – Over 12 Tons		\$50.00
Holding Tank Agreement Recording and Processing Fee		\$165.00
Lateral Abandonment Inspection		\$100.00
Drainage Financial Guarantee		
	For land disturbing activities listed in Section 58-674(c)	125 percent of the estimated cost of construction and maintenance of the stormwater management practices
	For land disturbing activities listed in Section 58-674(d)	\$50 per 100 square foot of additional impervious surface
FINANCE		
Real Estate Property Status Report Rush Fee		\$60.00
Real Estate Property Status Report Rush Fee (1-3 Business Days)		\$35.00
Dog License Unneutered/Unspayed		\$15.00
Dog License Neutered/Spayed		\$10.00
Dog License Replacement		\$10.00
Dog License Late Fee		\$5.00
Check Returned/Insufficient Funds		\$35.00
Special Request – GIS Maps		Time & Materials
Photocopies & Reprinting of Existing Maps		\$1.00
Brush Permit		\$25.00
Lost Brush Permit Replacement Fee		\$5.00
Interest on Delinquent Receivables		1.5% Per Month
PARKS		
Memorials		
	Park Bench	\$550.00
	Tree	\$250.00
Pavilion Rental*		
	Non-Mequon/Thiensville Resident Rental Upcharge	\$100.00
	Outdoor Concessions (Per Tent/Table)*	\$25.00
	Additional Setup/Cleanup (up to 4 hours 4:00pm - 8:00pm, depending on availability)	\$100.00
Lemke Park *		
	Lemke Open Pavilion‡	\$150.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Lemke Open Pavilion – Security Deposit	\$50.00
Lemke Concession/Kitchen ONLY per day	\$75.00
Lemke Concession/Kitchen with Open Pavilion	\$225.00
Lemke Concession/Kitchen with Open Pavilion - Deposit	\$100.00
Holding Tank Pumping Fee per 10,000 gallons*	\$270.00
Rotary Park*	
Reuter Pavilion‡ – Under 150 People	\$475.00
Reuter Pavilion‡ – Corp. or Over 150 People	\$500.00
Reuter Pavilion‡ – Concessions Only	\$225.00
Reuter Pavilion – Security Deposit	\$200.00
Rotary Pavilion‡	\$225.00
Rotary Pavilion or Gazebo – Security Deposit	\$100.00
Gazebo Only	\$225.00
Gazebo with Pavilion Rental	\$100.00
Holding Tank Pumping Fee per 5,000 gallons*	\$135.00
Holding Tank Pumping Fee per 10,000 gallons*	\$270.00
Portable Restroom Service*†	\$115.00
River Barn Park*	
Sommers Pavilion and South Patio‡	\$475.00
Sommers Pavilion Security Deposit	\$200.00
Sommers Pavilion Concessions Only	\$225.00
Athletic Field Use (2 Hours)*	
Non-Mequon/Thiensville User Upcharge-One Time Fee Per Season	\$100.00
<i>Season User Fee Deposit Per Field</i>	
0-20 Field Use Deposit	\$100.00
20-40 Field Use Deposit	\$200.00
40-60 Field Use Deposit	\$300.00
60-80 Field Use Deposit	\$400.00
80-100 Field Use Deposit	\$500.00
River Barn Ozaukee Lacrosse Season	\$1920.00
Lacrosse Field Per Use	\$80.00
River Barn NSU Soccer Season	\$600.00
River Barn Wave Camp with North Open Pavilion (Monday - Friday)	\$600.00
Soccer/Football Field Per Use	\$80.00
River Barn Field #1 Per Use	\$53.00
River Barn Round Robin Field #1 Per Day	\$106.00
River Barn Field #2 Per Use	\$71.50
River Barn Round Robin Field #2 Per Day	\$143.00
River Barn Field #3 Per Use	\$56.00
River Barn Round Robin Field #3 Per Day	\$112.00
Rotary NSU Soccer Season	\$1500.00
Rotary Wave Camp with Open Pavilion (Monday - Friday)	\$600.00
Rotary Cross Country Season	\$207.00
Rotary Schmit Per Use	\$64.00
Rotary South Per Use	\$51.25
Rotary Central Per Use	\$46.00
Rotary North West Per Use	\$12.00
Rennicke Per Use	\$120.00
Lemke NSU Soccer Season	\$600.00
Lemke Cardinal Football Season	\$1400.00
Lemke Orange Per Use	\$27.50
Lemke Blue Per Use	\$34.00
Tournaments	



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION		FEE AMOUNT
	Mequon/Thiensville User Tournament Fee ⁹ Per Day	\$325.00
	Non-Mequon/Thiensville User Tournament Fee ⁹ Per Day	\$450.00
	Tournament Pavilion Concessions Only Per Day*	\$75.00
	Outdoor Concession Per Tent/Food Truck Per Day	\$25.00
	Rotary NSU Tournament (max. 3 days) with North Reuter Concessions	\$1500.00
	Tournament Reuter Holding Tank Pumping per 10,000 gallons*	\$270.00
	Tournament Per Field Deposit	\$100.00
	Portable Restroom Service*†	\$115.00
<i>*Plus applicable taxes for non-exempt groups</i>		
<i>†Required for Events with over 200 people</i>		
<i>‡Per Rental Agreement, Pavilion Rentals Include 2-hour Setup and 1-Hour Cleanup</i>		
<i>⁹Tournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee</i>		
POLICE		
	Weapons Discharge Fee	\$30.00
	Lost Weapons Permit Replacement	\$5.00
	Parking Citation	\$25.00
	Vehicle Impound Storage Over 30 Days (Per Day)	\$15.00
	Finger Printing	\$20.00
	Photos (Each)	\$1.75
	Water Ski	\$25.00
	False Alarm Fee* (Per Calendar Year)	
	1st	\$0.00
	2nd	\$200.00
	3rd	\$300.00
	4th and Subsequent	\$400.00
<i>*Multiple False Alarms within 48 Hour Period Due to a Security System Failure/Defect will Count as Single Event.</i>		
	Audio/Video Tape and Computer Media	\$25.00
	Capital Cost of Patrol Squad Per Hour	\$2.48
	Accident Report	\$3.00
	Audio/Video Tapes & Computer Media – CD	\$15.00
	Audio/Video Tapes & Computer Media – USB Flash Drive	\$25.00
PUBLIC WORKS		
	New Culvert - 24' Long, Up to 24" Diameter	\$2,350.00
	Extra Culvert Length Per Foot	\$55.00
	Culvert Replacement	\$3,955.00
	Culvert Replacement - Road Program	\$1,190.00
	Temporary Culvert (Max. 12 Months)	\$2,350.00
	Credit Upon Removal	\$250.00
	Culvert Relay	\$2,350.00
	Street Tree Replacement	\$150.00
	Equipment Charge	Prevailing State Highway Maintenance Manual Rate
	Blue Sign	
	Installation Fee (Initial or Replacement)	\$250.00
	Annual Fee	\$100.00
	All Other Signs (New or Accident Replacement)	Procurement Cost Plus Shipping, Plus \$20.00 Admin. Fee
SEWER UTILITY		
	Connection Fees	
	City installed sanitary sewer; lateral available to property line	\$600.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION		FEE AMOUNT	
	City installed sanitary sewer; no lateral available to property line	\$400.00	
	If paid by the Developer at Final Plat	\$0.00	
Residential User Charge (Quarterly)		\$90.00	
Non-Residential User Charge Rate		\$8.811/1,000 gal	
SWIMMING POOL			
Daily Swimming Pool			
	Resident – Under 3 Years	Free	
	Resident – 3 to 12 Years	\$5.00	
	Resident – 13 - 64 Years	\$6.00	
	Resident - Senior (65 & Older)	\$3.00	
	Thiensville – Under 3 Years	Free	
	Thiensville – 3 to 12 Years	\$6.00	
	Thiensville – 13 - 64 Years	\$7.00	
	Thiensville - Senior (65 & Older)	\$4.00	
	Non Resident – Under 3 Years	Free	
	Non Resident – 3 to 12 Years	\$8.00	
	Non Resident – 13 - 64 Years	\$9.00	
	Non Resident - Senior (65 & Older)	\$7.00	
	Nanny	\$3.00	
Seasonal Swimming Pool			
	Resident – Under 3 Years	Free	
	Resident – 3 to 12 Years	\$55.00	
	Resident – 13 - 64 Years	\$75.00	
	Resident - Senior (65 & Older)	\$50.00	
	Resident - Family	\$120.00	
	Thiensville – Under 3 Years	Free	
	Thiensville – 3 to 12 Years	\$70.00	
	Thiensville – 13 - 64 Years	\$90.00	
	Thiensville - Senior (65 & Older)	\$55.00	
	Thiensville - Family	\$150.00	
	Non Resident – Under 3 Years	Free	
	Non Resident – 3 to 12 Years	\$90.00	
	Non Resident – 13 - 64 Years	\$115.00	
	Non Resident - Senior (65 & Older)	\$105.00	
	Non Resident – Family	\$205.00	
Super Pass			
	Resident - Individual	\$25.00	
	Resident - Family	\$40.00	
	Thiensville - Individual	\$30.00	
	Thiensville - Family	\$50.00	
	Non Resident - Individual	\$35.00	
	Non Resident - Family	\$55.00	
Nanny Pass		\$35.00	
Lifeguard Certification		\$250.00	
Mequon Lifeguard Certification Reimbursement		\$125.00	
Pool Rental Fee			
Number of Attendees	Mequon Resident	Thiensville Resident	
		Non-M/T Resident	
1-50 attendees (2 hours)	\$250.00	\$275.00	\$300.00
51-99 attendees (2 hours)	\$300.00	\$325.00	\$400.00
100+ attendees (2 hours)	\$350.00	\$375.00	\$500.00
WATER UTILITY			
Late Payment Charge		1% per month	
Standard Revenue Credit			



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Reconnection Charges	
Normal Business Hours†	\$50.00
After Normal Business Hours†	\$75.00
Standard Street Lateral Costs*	
1 ¼ inch	\$5,000.00
1 ½ inch	\$5,500.00
2 inch	\$6,000.00
4 inch	\$7,500.00
6 inch	\$10,500.00
Standard Local Delivery Main Costs (per Residential Equivalent Unit)	
	\$2,398.95
Standard System Costs (per Residential Equivalent Unit)	
	\$1,080.48
Standard Revenue Credit (per Residential Equivalent Unit)	
	Equals Standard System Costs
Standard Local Delivery Main Extension and Connecting Main Costs	
Cost per foot or each	
(applies to non-developer main extensions of 1,000 feet or less)	
	Low/Med/High
Water main – spoil backfill	
8 inch	\$80/\$95/\$115
12 inch	\$90/\$110/\$135
16 inch	\$120/\$140/\$160
Water main – granular backfill	
8 inch	\$105/\$135/\$160
12 inch	\$115/\$145/\$180
16 inch	\$120/\$160/\$200
Water main – slurry backfill	
8 inch	\$135/\$155/\$175
12 inch	\$150/\$165/\$200
16 inch	\$225/\$250/\$275
Water main – directional drilled	
8 inch	\$170/\$190/\$225
12 inch	\$200/\$225/\$270
16 inch	\$220/\$270/\$324
Water main – bore and jack	
8 inch	\$500/\$600/\$700
12 inch	\$600/\$700/\$800
16 inch	\$700/\$800/\$900
Restoration (based on 6 foot wide trench)	
Turf	\$10/\$15/\$20
Asphalt Roadway	\$40/\$45/\$55
Asphalt Driveway	\$30/\$45/\$55
Concrete Roadway	\$37/\$45/\$53
Concrete Driveway	\$18/\$20/\$30
Sidewalk	\$20/\$25/\$30
Gravel Shoulder	\$5/\$10/\$15
Concrete Curb & Gutter	\$30/\$35/\$40
Erosion Mat	\$1.50/\$3/\$4
Heavy Duty Erosion Mat	\$3/\$4/\$5
Erosion Control	
Silt Fence	\$2.40/\$3/\$4
Rock Bag Ditch Check	\$92/\$115/\$138
Sediment Logs	\$240/\$300/\$360
Hay Bales	\$12/\$15/\$18
Hydrant Assembly	
	\$5,600/\$7,000/\$8,400
Valve & Valve Box	
8 inch	\$1,750/\$2,000/\$2,500
12 inch	\$2,150/\$2,700/\$3,250



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
16 inch	\$3,000/\$3,500/\$4,200
Connection to Existing Main	
6 inch	\$5,000/\$5,400/\$6,500
8 inch	\$5,000/\$5,400/\$6,500
10 inch	\$6,000/\$6,500/\$7,800
12 inch	\$7,000/\$7,500/\$9,000
16 inch	\$8,000/\$8,750/\$10,500
Public Fire Protection	
5/8 inch	\$30.15
3/4 inch	\$45.26
1 inch	\$75.52
1 ½ inch	\$150.76
2 inch	\$241.37
3 inch	\$452.24
4 inch	\$753.74
6 inch	\$1,507.47
8 inch	\$2,411.66
10 inch	\$3,617.65
12 inch	\$4,823.33
Service Charge	
5/8 inch	\$31.32
3/4 inch	\$41.16
1 inch	\$64.72
1 ½ inch	\$119.31
2 inch	\$178.95
3 inch	\$274.39
4 inch	\$393.71
6 inch	\$629.33
8 inch	\$981.26
10 inch	\$1,470.41
12 inch	\$1,959.55
Quarterly Volume Charges	
First 150,000 gallons each quarter	\$5.29/1,000 gallons
Next 350,000 gallons each quarter	\$4.99/1,000 gallons
Over 500,000 gallons each quarter	\$4.49/1,000 gallons
Quarterly Private Fire Protection Charges	
2 inch	\$34.08
3 inch	\$63.90
4 inch	\$106.50
6 inch	\$213.00
8 inch	\$340.80
10 inch	\$511.20
12 inch	\$681.60
14 inch	\$852.00
16 inch	\$1,022.40
<i>†Normal business hours are Monday through Friday from 8 a.m. to 4:30 p.m., excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day (1/2 day)</i>	
<i>*Costs are based on 30 feet average</i>	
Southern Ozaukee Fire & EMS Department	
AMBULANCE	
Basic Life Support – Resident	\$1,450.00
Basic Life Support – Non-Resident	\$1,550.00
Advanced Life Support – Resident	\$1,700.00
Advanced Life Support - Non-Resident	\$1,800.00



FY2026 FEE SCHEDULE (Effective January 1, 2026)

FEE DESCRIPTION	FEE AMOUNT
Advanced Life Support 2 - Resident	\$1,900.00
Advanced Life Support 2 - Non-Resident	\$2,000.00
Specialty Care Transport - Resident	\$2,200.00
Specialty Care Transport - Non-Resident	\$2,300.00
Basic Life Support On Scene Care - Resident	\$450.00
Basic Life Support On Scene Care - Non-Resident	\$500.00
Advanced Life Support On Scene Care - Resident	\$700.00
Advanced Life Support On Scene Care - Non-Resident	\$750.00
Mileage Rate - Resident	\$27.00
Mileage Rate - Non-Resident	\$27.00
ANNUAL INSPECTION	
Under 25,000 Square Feet	\$20.00
25,001 - 50,000 Square Feet	\$40.00
50,001 - 75,000 Square Feet	\$60.00
75,001 - 100,000 Square Feet	\$80.00
100,001 - 125,000 Square Feet	\$100.00
125,001 - 150,000 Square Feet	\$120.00
Each 25,000 Square Feet Over 150,000	\$20.00
Community-Based Residential Facilities & Group Homes	\$80.00
SPRINKLER, ALARM & OTHER SUPPRESSION SYSTEMS	
Minimum Sprinkler, Alarm & Other Suppression Systems Hourly Fee	\$75.00
Plan Review (per Hour)	\$75.00
Underground Hydrostatic Test (per Hour)	\$75.00
Underground Flush Test (per Hour)	\$75.00
Rough-In Inspection (per Hour)	\$75.00
Hydrostatic Test (per Hour)	\$75.00
Dry Valve Drip Test (per Hour)	\$75.00
Alarm Test (per Hour)	\$75.00
Hood Test (per Hour)	\$75.00
Bi-Directional Amplifier (per Hour)	\$75.00
Variance Requests (per Hour)	\$75.00
Temporary Heating Source (per Hour)	\$75.00
Smoke Evacuation/Control Systems (per Hour)	\$75.00
Spray Booth Operations (per Hour)	\$75.00
Propane Tanks > 250 lbs.	\$25.00
Final Inspection/Test (per Hour)	\$75.00
Re-Inspection Fee	\$75.00
PERMITS	
Annual Burn Permit	\$20.00
Mobile Kitchen Permit	\$20.00
Alarm Installation Permit	\$60.00
Sprinkler Installation Permit	\$60.00
Fireworks Permit	\$75.00
Hood Installation Permit	\$116.00
FALSE ALARMS	
False Alarm Fee (Per Calendar Year)	
1st	\$0.00
2nd	\$200.00
3rd	\$300.00
4th and Subsequent	\$400.00
OTHER	
Non-Resident Accident Recovery Fee (per Vehicle)	\$500.00
Dedicated Stand-by Ambulance (per Hour)	\$200.00



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Engineering

TO: Common Council
FROM: Kristen Lundeen, Director Public Works/City Engineer
DATE: December 9, 2025
SUBJECT: RESOLUTION 4248 - A Resolution Authorizing a Second Amendment to the State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Mequon Road, to Include Green Crosswalk Re-Painting at the Ozaukee Interurban Trail

Background

This resolution authorizes a Second Amendment to the State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation (WisDOT) for the Connecting Highway portion of Mequon Road (Buntrock Avenue to Cedarburg Road). The amendment memorializes the following updates:

- Elimination of the previously authorized expenses for the preemption of the traffic signal at Weston Drive.
- Addition of the green crosswalks at the Ozaukee Interurban Trail (OIT).
- Update to the estimated design costs for the project.

Analysis

In December 2021, the Common Council authorized a SMFA with WisDOT to include the Connecting Highway portion of Mequon Road (Buntrock Avenue to Cedarburg Road), with the larger project east to Port Washington Road. The project will mill and overlay at a 4-inch depth and is tentatively scheduled for bidding in September 2026. Note that as of the release of this memo, it appears that the Connecting Highway portion of the project will be completed one year after the road and be bid in September 2027. The incentive of executing the SMFA with WisDOT was the fiscal savings on the construction project, which would otherwise be the City's exclusive expense. A portion of the amendment is due to the update in design costs from the original authorization. WisDOT attributes the increase to updating plans for the work that the City completed for its Mequon Road project, including updating We Energies utilities on the plans (originally overhead and now buried) and signage throughout the corridor.

The Common Council further authorized an amendment to the SMFA to include the preemption for the traffic signal at Weston Drive. Subsequently, the City contracted with the railroad consultant directly, outside the SMFA. Therefore, the preemption portion of the SMFA is no

longer required.

The City's project also painted the crosswalk at the OIT green, which was not included in the original SMFA, but is included in the Second Amendment.

Fiscal Impact

The original SMFA obligated the City to 25% of the design costs, estimated at the time to be \$32,750. At the time, City staff noted that final billing is based upon actual costs, so that obligation might vary. The agreement provides that WisDOT will pay 100% of the construction costs, estimated at \$1.2M. Based upon WisDOT cost estimates, the total project value is \$1.33M, with the City's obligation amounting to only \$32,750.

The first amendment to the SMFA added the cost for the preemption of the traffic signal at Weston Drive, estimated at \$500,000.

The current amendment eliminates the cost for the preemption, which the City completed outside the SMFA as a direct cost. It also adds the repainting the green crosswalk at \$16,000 (the same amount that the City paid for the contract to paint the crosswalk initially) and adjusts the municipal portion of the design costs from the original \$32,750 to the current actual fee/estimate of \$45,000.

The total revised municipal obligation is \$61,000.

Recommendation

A recommendation is forthcoming from the Public Works Committee on December 9, 2025.

Attachments:
WisDOT SMFA

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4248

A Resolution Authorizing a Second Amendment to the State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Mequon Road, to Include Green Crosswalk Re-Painting at the Ozaukee Interurban Trail

RECITALS

- A. The Common Council previously authorized a State/Municipal Financial Agreement and a subsequent amendment for the Connecting Highway portion of Mequon Road from Buntrock Avenue to Cedarburg Road.
- B. The scope and cost of the municipal portion of the design costs have increased and are included in the Second Amendment.
- C. The preemption for the traffic signal at Weston Drive was completed outside the contract, and is eliminated with the Second Amendment.
- D. The green crosswalk at the Ozaukee Interurban Trail is included with the Second Amendment.
- E. The Public Works Committee recommended approval of a Second Amendment to the State/Municipal Financial Agreement at its meeting on December 9, 2025.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. Staff is authorized to enter into a Second Amendment to the State/Municipal Maintenance Agreement for the Connecting Highway portion of Mequon Road, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Director of Public Works/City Engineer, Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



**2nd Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

This agreement supersedes the agreement signed by the Municipality on March 14, 2023 and signed by the State on March 15, 2023.

Revised Date: November 6, 2025
Date: October 19, 2021, January 25, 2023
I.D.:2697-00-07/77
Road Name: STH 167
Title: C MEQUON, W MEQUON ROAD
Limits: BUNTROCK AVE TO STH57
County: Ozaukee
Roadway Length: 0.35 miles

The signatory **City of Mequon**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of a Connecting Highway

Proposed Improvement - Nature of work: Resurfacing.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Work to include green crosswalks at OIT trail

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 180,000	\$ 135,000	75%	\$ 45,000	25%
Real Estate Acquisition: Acquisition	\$ -	\$ -	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 550,000	\$ 550,000	100%	\$ -	0%
Non-Participating		\$ -	0%	\$ -	100%
Green Crosswalk at OIT	\$ 16,000	\$ -	0%	\$ 16,000	100%
Total Cost Distribution	\$ 746,000	\$ 685,000		\$ 61,000	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial

Agreement.

Signed for and in behalf of the City of Mequon (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or

facility owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Compensable utilities necessitated for the project.
 - (e) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (f) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (g) Parking lane costs.
 - (h) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (i) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (j) Conditioning, if required, and maintenance of detour routes.
 - (k) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
- (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal
 - (b) Funding for construction of standard roadway items – 100% State.
 - (c) Funding for non-participating items including green crosswalks 100% Municipal.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: December 9, 2025
SUBJECT: RESOLUTION 4249 - A Resolution Supporting the Application for a Transportation Alternatives Program (TAP) Grant through the Wisconsin Department of Transportation (WisDOT) for Planning and Design of Sidepaths Along Portions of Donges Bay and Range Line Roads

The Wisconsin Department of Transportation (WisDOT) typically solicits applications for the Transportation Alternatives Program (TAP) annually. The due date for TAP applications was October 31, 2025.

The Joint Mequon-Thiensville Bike and Pedestrian Way Commission developed a list of prioritized improvement projects based on the City's bike and pedestrian master plan adopted in March 2025. The list was finalized at their October 29, 2025, meeting, and subsequently presented to the Committee of the Whole at the November 11, 2025, meeting.

Staff was able to submit an application for this project area between the finalization of the priority projects and the application deadline.

The TAP grant requires the City to pass a local resolution of support for the application, executed by a governing body that has the authority to make a financial commitment on behalf of the project sponsor. The grant application terms require a resolution for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager by no later than December 29, 2025.

Attachments:
None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4249

A Resolution Supporting the Application for a Transportation Alternatives Program (TAP) Grant through the Wisconsin Department of Transportation (WisDOT) for Planning and Design of Sidepaths Along Portions of Donges Bay and Range Line Roads

RECITALS

- A. The City of Mequon applied for a Wisconsin Department of Transportation ("WisDOT") Transportation Alternatives Program ("TAP") Project Grant (the "Grant") for the planning of a sidepath along North Range Line Road (from West Donges Bay Road to West Mequon Road) and West Donges Bay Road (from North Range Line Road to North Port Washington Road).
- B. The Grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make a financial commitment on behalf of the project sponsor.
- C. The Grant application terms require a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than December 29, 2025.
- D. If the Grant is awarded and the City elects to move forward with the project, the City of Mequon must enter into a State Municipal Financial Agreement ("SMFA") to provide a framework for administering the Grant and to memorialize the municipal share of local sponsor funds for the Grant.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The City of Mequon supports the proposed project and this resolution shall serve as the resolution required for the application to be eligible for the WisDOT TAP Grant.
2. If the grant is awarded to the City, the Common Council will act on the State Municipal Financial Agreement, including review and approval of the terms and conditions, at a future meeting in accordance with the City's Financial Policies.
3. The Mayor and City Clerk are authorized and directed to execute any necessary documentation to effectuate the purposes of this resolution subject to review and approval of the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Police

TO: Common Council
FROM: Mark Riley, Chief of Police
DATE: December 9, 2025
SUBJECT: RESOLUTION 4250 - A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Taft Outfitting, Oshkosh, Wisconsin for a Total Cost Not to Exceed \$47,741

Background

The Mequon Police Department has implemented a safety plan that includes a structured schedule for the replacement of its vehicles. This plan ensures that the fleet remains reliable and operationally effective, minimizing the risk of vehicle failures during critical emergency situations. For several years, the Department has adhered to a policy of replacing vehicles that meet one or more of the following criteria:

1. Approaching or exceeding 100,000 miles,
2. Accumulating a high hour usage count, or
3. Exhibiting significant signs of wear and tear because of their use in emergency services.

In alignment with this safety plan, the Department is proposing to replace one (1) of its current vehicles. The vehicle is a 2018 Ford Interceptor which is approaching the 100,000-mile threshold, has a high hour count and is showing signs of significant wear, making it a candidate for replacement under the Department's established guidelines. This replacement is necessary to ensure that the Department continues to operate a fleet that is dependable, safe, and capable of meeting the demands of law enforcement duties in the City of Mequon.

Analysis

The Ford Interceptor currently serves as a vehicle used for training and has been in service since 2017 and is approaching 100,000 miles. It is anticipated to exceed this mileage by the time its replacement is operational.

Furthermore, the hour count on this vehicle is significantly higher than the mileage alone suggests replacement, due to the necessary idle time previously required to power essential equipment such as a radio, computer and camera, which all rely on the vehicle's electrical

system.

The proposed action is to purchase a 2026 Dodge Durango as an administrative vehicle, along with associated equipment.

Upon receipt of the new vehicle, the Police Department will collaborate with the City's Fleet Division to determine whether the decommissioned vehicle should be transferred to the Department of Public Works, integrated into the broader City fleet, or auctioned.

The Police Department has obtained a bid from Ewald Automotive Group, the dealership awarded the State of Wisconsin bid. This purchase adheres to the City's financial policies, utilizing a cooperative purchasing arrangement such as the State bid list or Wisconsin VendorNet. Ewald Automotive has been a longstanding supplier of squads to the City, with other dealerships indicating they cannot match the state bid pricing.

Historically, Ewald has delivered vehicles to the Mequon Police Department within approximately 180 days from the order date. Ewald is currently accepting orders for 2026 Dodge Durangos. They also offer an efficient invoice process, streamlining vehicle acquisition for the Department.

Ewald has agreed to a price of \$39,970 for the 2026 Dodge Durango, based on the specified requirements.

Fiscal Impact

The replacement of the one squad totals \$39,970. The purchase and installation of all associated equipment by Taft Outfitting of Oshkosh, WI, is estimated to cost \$6,757, bringing the total project cost to \$46,727. Sufficient capital funds have been budgeted for this procurement.

Given the potential delay in vehicle delivery and the additional wear on the current vehicle, staff recommends approving a not-to-exceed amount of \$47,741. This includes a 15% equipment contingency for any additional services that may be required from Taft Outfitting due to unforeseen issues related to prolonged use of existing equipment, or parts that may become necessary during the transition when the new squad arrives.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on December 9, 2025.

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4250

A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Taft Outfitting, Oshkosh, Wisconsin for a Total Cost Not to Exceed \$47,741.

RECITALS

- A. The City of Mequon Police Department provides 24-hour police service 365 days per year, and has a plan for scheduled replacement of police vehicles.
- B. Consistent with that replacement schedule, staff requested quotes on the purchase of one sport utility vehicle, specifically a model year 2026 Dodge Durango Sport Utility and researched the associated equipment and installation costs.
- C. Ewald Automotive Group used the State of Wisconsin procurement process for the replacement of one (1) vehicle, and Taft Outfitting of Oshkosh will provide the equipment and installation.
- D. Staff recommends the purchase of the vehicle and the associated equipment from funds set aside each year for this purpose.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. Staff is hereby directed to enter into a purchase agreement to replace one existing police squad with Ewald Automotive Group; and to purchase and install the associated equipment with Taft Outfitting in a total amount not-to-exceed \$47,741, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. Funds for this purchase will be from the Police Vehicle Replacement Account.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Fire and EMS

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: December 9, 2025
SUBJECT: RESOLUTION 4251 - A Resolution Approving a Change to the Southern Ozaukee Fire and EMS Department's Capital Improvement Program to Authorize the Purchase of One (1) Ambulance from American Response Vehicles of Columbia, Missouri for \$333,110

Background

Since the merger of the City of Mequon and Village of Thiensville Fire Departments, the Southern Ozaukee Fire Department has maintained a fleet of five ambulances. The Department currently only needs four ambulances, however, given the age and high mileage of the current fleet, a decision has been made to maintain five for the foreseeable future. When the new ambulance arrives, an assessment will be carried out on the current fleet, and consideration will be given to selling off the ambulance that is least suitable for daily operations. The following list shows the year, make, and mileage of each current ambulance:

- 2004 Chevy Ambulance 552: 21 years old/70,890 miles
- 2004 Chevy Ambulance 551: 21 years old/68,240 miles
- 2014 Ford Ambulance 952: 11 years old/121,052 miles
- 2017 Ford Ambulance 950: 8 years old/134,093 miles
- 2024 Chevy Ambulance 951: 1 year old/22,091 miles

The goal of SOFD is to maintain a fleet of four ambulances and rotate ambulances out after 12 years of service. A new ambulance was ordered by the Department in 2024 with an expected delivery date next year. Given that the lead time is still two years to build an ambulance, another ambulance needs to be ordered now so a predictable replacement schedule can be maintained.

Analysis

A specification for a new ambulance was developed using the existing ambulances as a template. The Fire Department specifications were sent out to three different vendors for quotes, and three quotes were returned ranging from \$329,645 - \$338,633, as enumerated below:

Braun Ambulances:	\$338,633
American Response Vehicles:	\$333,110

Osage Ambulances: \$329,645

All proposals met the department's specifications and varied by only about \$9,000. While American Response Vehicles (ARV) did not submit the lowest bid, staff identified operational advantages in its design. ARV offers a traditional wiring system rather than the more complex multiplex systems proposed by the other vendors. Staff determined that the simpler wiring configuration is likely to reduce maintenance complexity, increase long-term reliability, and lower lifecycle repair costs - an important consideration given the Department's practice of maintaining ambulances for extended service lives.

Fiscal Impact

According to the Intergovernmental Agreement between the City of Mequon and the Village of Thiensville, SOFD may make expenditures from its capital improvement budget after said budget has been approved by the two municipalities. Here, the purchase of the ambulance from American Response Vehicles was not part of the approved capital improvement budget. The SOFD Board's approval of the purchase constitutes a budget amendment.

Using staff's recommendation for purchasing from ARV, the cost of the vehicle will be \$333,110. There will be some value to selling one of the older ambulances, however it is too difficult to predict income from the sale given how long it will take to build a new ambulance. There is currently \$1,386,948 in the SOFD Capital Fund.

Recommendation

On November 12, 2025, the Southern Ozaukee Fire & EMS Board of Directors approved a recommendation in favor of approving the proposed purchase by a vote of 5-0. A recommendation from the Public Safety Committee is forthcoming on December 9, 2025.

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4251

A Resolution Approving a Change to the Southern Ozaukee Fire and EMS Department's Capital Improvement Program to Authorize the Purchase of One (1) Ambulance from American Response Vehicles of Columbia, Missouri for \$333,110

RECITALS

A. The City of Mequon and Village of Thiensville have entered into an Intergovernmental Agreement establishing the Southern Ozaukee Fire & Emergency Medical Services Department.

B. The Southern Ozaukee Fire & Emergency Medical Services (EMS) Department (SOFD) provides 24-hour fire and EMS service 365 days per year.

C. The SOFD has a plan for scheduled replacement of Fire & EMS vehicles.

D. Consistent with this schedule, the Department requested bids on a replacement vehicle, specifically a 2028 Ford Ambulance.

E. American Response Vehicles of Columbia, Missouri provided a competitive bid and met the intent of the specifications in the amount of \$333,110.

F. Adequate funds are available for this purchase in the SOFD Capital Equipment Replacement Fund, Account #30100.

G. The SOFD Board approved the purchase of a replacement ambulance at their November 12, 2025, meeting, which constitutes an amendment to SOFD's approved capital budget.

H. Any changes to SOFD's Capital Improvement Program (CIP) budget must be approved by both communities.

I. The Public Safety Committee recommended approval of the proposed budget amendment to purchase the ambulance at their December 9, 2025, meeting.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon that the SOFD capital improvement budget amendment to authorize the Agreement for the Purchase of a 2028 Replacement Ambulance from American Response Vehicles of Sumner, of Columbia, Missouri in the amount of \$333,110, is approved.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 9, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 9, 2025.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

City Clerk

TO: Common Council
FROM: Caroline Fochs, City Clerk
DATE: December 9, 2025
SUBJECT: Appointment of Election Inspectors for the Period of January 1, 2026 - December 31, 2027

Background

Wis. Stat. §7.30 requires that each municipality in Wisconsin appoint Election Inspectors (Poll Workers) and Special Voting Deputies to a two-year term each December of odd-numbered years. Election Inspectors primarily work at the polls on election day and Special Voting Deputies assist those living in residential care facilities with absentee voting. This new term will commence on January 1, 2026, and run through December 31, 2027.

Analysis

Both the Republican and Democratic parties have the ability to submit members' names for appointment, and each party did so by the deadline of November 30, 2025. These election inspectors are included on the attached list, as well as other poll workers that are not linked to either party.

Fiscal Impact

None.

Recommendation

It is staff's recommendation that the Common Council appoint the attached list of Election Inspectors and Special Voting Deputies for the 2026-2027 term.

Attachments:

Election Inspector Nominees

Election Inspectors

January 1, 2026 - December 31, 2027

Andrykowski	Kathy	Jacobs	Nancy	Papageorge	Anne-Marie
Appel	Barbara	Jacobson	Mark	Paradise	Maurina
Arnold	Laurie	Janczak	Linda	Peterson	Dana
Baird	Holly	Janczak	Lawrence	Peterson	Joanne
Balcerzak	Gary	Jefferson	Vernetta	Phillips-Donaldson	Debra
Bartlett	Carla	Johnson	Jean	Piku	Carol
Bauer	Sara	Johnson	Clifford	Pillsbury	Roger
Bierdz	Sonja	Jordan	Mary	Plier	Breanne
Brogelman	Catherine	Keegan	Dana	Ray	Mikelene
Broghammer	Kathy	Keily	Patrick	Rechcygl	Laura
Buchan	Martha	Keily	Jane	Redlinger	Gary
Buchler	Janet	Kelley	Jane	Reed	Sheryl
Bunker	Dawn	Kennedy	Teresa	Richmond	John
Burrows	Candace	King	Sharon	Riemer	Sarah
Butzke	Carol	Klooster	Lisa-Marie	Rothe	Gregory
Campbell	Alisha	Knitter	Margaret	Sabella	Jan
Cesarz	Amy	Kofsky	Michael	Salama	Simon
Charlton	Barbara	Kohl	Stephani	Schmale	Linda
Clark	Lynn	Krchma	Karen	Schramka	Jean
Clark	Elizabeth	Krchma	Michael	Schwade	Jessie
Conaty	Deanna	La Due	Rachel	Seasholes	Catherine
Dernehl	Louise	Lee	Gregory	Shallock	Lucinda
Florsheim	Neena	Levy	Diana	Spoerl	Margaret
Gebhardt	Susie	Linkon	Neal	Stahowiak	Jane
Gifford	Thomas	Livermore	Glyn	Tirro	Heather
Glasstein	Neil	Loman	Heidi	Titus	Gretchen
Gleason	Margaret	Lukoff	Toby	Tuchalski	Michael
Gosewehr	Robert	Lunn	Kim	Turner	Diana
Guy	Nancy	Lutzen	Valerie	Tuttle	Susan
Hall	Sharon	Lyne	Sally	Walden	Sue
Harder	David	Maciolek	Kenneth	Werner	Barry
Harder	Deborah	Manske	Martha	Will	Margaret
Hart	Marilyn	Marlett	Thomas	Wilson	Melissa
Henderson	Robert	Martin	Nancy	Witterholt	Greg
Henry	Madeline	Melrose	Mary	Witterholt	Colleen
Hernandez	Barbara	Miller	Marsha	Wontor	Cherlyn
Higgins	John	Miller	Kathleen	Wood	Gordon
Hill	David	Nelson	Kim	Woycke	Sandra
Hohn	Susan	Neusen	Eric	Wuesthoff	Lee
Hunt	Montgomery	O'Brien	Casey	Zamora	Patricia
Impellitteri	Anthony	O'Connor	Jamie	Zganjar	Evelyn
Impellitteri	Colleen	Oehlke	Linda		

Special Voting Deputies

January 1, 2026 - December 31, 2027

Broghammer	Kathy
Brogelman	Catherine
Buchan	Marty
Burrows	Candace
Cesarz	Amy
Clark	Lynn
Conaty	Deanna
Florsheim	Neena
Gosewehr	Bob
Hart	Marilyn
Henry	Madeline
Janczak	Larry
Janczak	Linda
Jefferson	Vernetta
Kohl	Stephani
Krchma	Karen
Linkon	Neal
Lukoff	Toby
Lyne	Sally
Martin	Nancy
Oehlke	Lynne
Papageorge	Anne-Marie
Piku	Carol
Seasholes	Cathy
Shallock	Cindy
Stahowiak	Jane
Turner	Diana
Will	Margaret
Wontor	Cherlyn
Zganjar	Evelyn

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Mid-Moraine Municipal Court – Administrative Committee

Position: Member
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Jessica Wolff

Address: 11333 N. Cedarburg Road, Mequon, WI 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: _____ Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: Continuous by City Employment Appointee Term
Expiration Date: _____

Comments: The City of Mequon is a member of Mid-Moraine Municipal Court and holds a seat on the Court's Administrative Committee, which is filled by the City Administrator's Office. This appointment formalizes Assistant City Administrator Wolff's role as the City's member on the Committee in accordance with the Court's operating agreement.

TYPE OF APPOINTMENT

New: Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: No: _____

Name of person being replaced: Justin Schoenemann

Date submitted to Council: December 9, 2025



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: December 9, 2025
SUBJECT: Closed Session for Personnel Evaluation of City Administrator

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. This section allows for the use of a closed session to discuss performance reviews for City employees and officers such as the City Administrator.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of the City Administrator.

Attachments:
None