



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

www.cityofmequonwi.gov

Office of the City Clerk

**COMMON COUNCIL
Regular Meeting
Tuesday, August 12, 2025 - 7:30 PM
or Immediately Following the
Sewer District Utility Commission Meeting
American Legion Post #457
6050 W. Mequon Road**

Agenda

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4) Public Hearings: None.

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 meeting room.**

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

- a) Architectural Board meeting minutes of May 12, 2025
- b) Board of Appeals meeting minutes of May 1, 2025
- c) Common Council meeting minutes of June 10, 2025
- d) Economic Development Board meeting minutes of June 24, 2025
- e) Festivals Committee meeting minutes of June 23, 2025
- f) Finance-Personnel Committee meeting minutes of May 13, 2025
- g) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of June 12, 2025
- h) Planning Commission meeting minutes of June 23, 2025
- i) Public Safety Committee meeting minutes of April 8, 2025
- j) Public Welfare Committee meeting minutes of May 13, 2025

- k) **RESOLUTION 4218** - A Resolution Approving the Final Plat for Eastbrook Place, a 10-Unit Condominium Development Located Immediately West of 11649 N. Port Washington Road; **Recommended by Planning Commission June 23, 2025.**
- l) **RESOLUTION 4219** - A Resolution Approving a Final Plat for The Enclave at Mequon Preserve - Phase VIII, a Thirteen (13) Lot Single-Family Home Development Located Immediately North of 8200 W. Donges Bay Road; **Recommended by Planning Commission July 28, 2025.**
- m) **RESOLUTION 4220** - A Resolution Authorizing Execution of a Memorandum of Understanding with the Milwaukee Metropolitan Sewerage District for the Replacement or Repair of an Estimated 120 Sanitary Laterals Through the Private Property Infiltration and Inflow Reduction Program; **Recommendation Forthcoming by Sewer Utility District Commission August 12, 2025.**
- n) **RESOLUTION 4221** - A Resolution Declaring the Public Necessity and Adopting a Relocation Order for the Ranch Road Lift Station E Reconstruction Project; **Recommendation Forthcoming by Public Works Committee and Sewer Utility District Commission August 12, 2025.**
- o) **Ordinance First Readings:**
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 2025-1683** - An Ordinance Amending Section 62-10(d)(4) of the Mequon Municipal Code Related to Common Council Approval of Signs on Public Property; **Recommendation Forthcoming by Public Welfare Committee August 12, 2025; First Reading.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4222** - A Resolution Rescinding Authorization to Purchase a 2020 Elgin Whirlwind 1 Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395, and Ratifying the Purchase of a 2024 Bucher Municipal V65H Street Sweeper from McCann Industries of Bolingbrook, Illinois, in the Amount of \$299,345; **Recommendation Forthcoming by Public Works Committee August 12, 2025.**
- b) **RESOLUTION 4223** - A Resolution Awarding the Road Improvements Design Contract for Lake Shore Drive and Mequon Road to raSmith, of Appleton, Wisconsin, in the Amount of \$145,000; **Recommendation Forthcoming by Public Works Committee August 12, 2025.**
- c) **RESOLUTION 4224** - A Resolution Authorizing Execution of a Permit Application with the Wisconsin Department of Transportation for the Maintenance of Pavement Markings and Symbols on a Buffered Bicycle Lane Along Wauwatosa Road Between Mequon Road and Knightsbridge Drive; **Recommendation Forthcoming by Public Works Committee August 12, 2025.**

- d) **RESOLUTION 4225** - A Resolution Authorizing Execution of a State/Municipal Maintenance Agreement (SMMA) and a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Traffic Signal Enhancements at the Intersection of Mequon and Cedarburg Roads, and Block Style Crosswalk Enhancements on Mequon Road (at Cedarburg Road, Riverland Road/Riverland Court, Robin Lane, Lilac Lane and Market Street); **Recommendation Forthcoming by Public Works Committee August 12, 2025.**
- e) **RESOLUTION 4226** - A Resolution Awarding a Consulting Agreement in Connection with the Selection Process for a New SCADA System to MSA Professional Services, Inc., of Mequon, Wisconsin, in the Amount of \$27,500; **Recommendation Forthcoming by Sewer Utility District Commission August 12, 2025.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business:

- a) Mayoral Appointment to the Planning Commission; Oliver Ellsworth, Alternate #2

12) Adjourn

Dated: August 12, 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
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 Phone: (262) 236-2924
 Fax: (262) 242-9818

www.ci.mequon.wi.us

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, May 12, 2025
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, Michael Wade, Tom Irvin,
 Janet Ehn

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from April 14, 2025, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Michael Wade.

Minutes passed unanimously.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

3. Application Submittals:

| No. | Alder. District /Time | Type of App | Owner(s) / Project Address | Contractor |
|-----|-----------------------|-------------|----------------------------|------------|
|-----|-----------------------|-------------|----------------------------|------------|

| | | | | |
|----|--------------------|-------------|--|--|
| 1) | Dist. 7 6:00 pm | Shed | Scott & Linda Greenlees 1432 W. County Line Road Subd: N/A | Contractor: Owner Architect: Charles H. Western |
|----|--------------------|-------------|--|--|

Moved to Approve: Irvin
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
 1. Add two windows on east elevation towards outer edges.
 2. Shed windows must match house windows.

| | | | | |
|----|--------------------|---|--|---|
| 2) | Dist. 7 6:10 pm | Front Portico changes & New Pavilion | Fred & Ashley Robertson 4234 W. Hilands Court Subd: Gazebo Hills | Contractor: JDF Builders Architect: KCB Architects |
|----|--------------------|---|--|---|

Moved to Approve: Apfelbach
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

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|----|--------------------|---|--|--|
| 3) | Dist. 8 6:20 pm | Addition: Family Room, Kitchen & Mudroom | Tom & Colleen Fuller 308 W. White Oak Way Subd: Ravine Farms | Contractor: Earthrite Construction Architect: Brenda Fritch |
|----|--------------------|---|--|--|

Moved to Approve: Reed
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

| | | | | |
|----|--------------------|------------------------------------|--|--|
| 4) | Dist. 1 6:30 pm | New Single-Family Residence | Leroy & Lori Haueser 12589 N. Wauwatosa Road Subd: N/A | Contractor: Mikkelson Builders Architect: Fred Dahms, Jr. |
|----|--------------------|------------------------------------|--|--|

Moved to Approve: Irvin
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

| | | | | |
|----|--------------------|------------------------------------|---|---|
| 5) | Dist. 1 6:35 pm | New Single-Family Residence | Mitch & Megan Hulbert 10523 W. Hawthorne Farms Ln Subd: Hawthorne Farms | Contractor: James Craig Builders Architect: James Craig Builders |
|----|--------------------|------------------------------------|---|---|

Moved to Approve: Irvin
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
 1. Remove all grids from front elevation windows for consistency on house.
 2. Add two louvers on rear gables to match front elevation gables.
 3. Add masonry beltline on all four elevations as marked up on Architectural Board plans.

| | | | | |
|----|--------------------|------------------------------------|--|---|
| 6) | Dist. 1 6:40 pm | New Single-Family Residence | Adam & Rachel Loomans 12980 N. Highgate Court Subd: Highgate | Contractor: Victory Homes of WI Architect: David Pluim |
|----|--------------------|------------------------------------|--|---|

Moved to Approve: Reed
 Seconded by: Ehn
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

| | | | | |
|----|--------------------|------------------------------------|--|---|
| 7) | Dist. 2 6:45 pm | New Single-Family Residence | Eugene & Alla Bychkovsky 3721 W. Club Circle Subd: The Green at Mequon | Contractor: Victory Homes of WI Architect: David Pluim |
|----|--------------------|------------------------------------|--|---|

Moved to Approve: Irvin
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

| | | | | |
|----|--------------------|------------------------------------|--|---|
| 8) | Dist. 3 6:50 pm | New Single-Family Residence | Veridian Homes LLC 10609 N. Tree Sparrow Drive Subd: The Enclave | Contractor: Veridian Homes LLC Architect: Veridian Homes |
|----|--------------------|------------------------------------|--|---|

Moved to Table: Irvin
 Seconded by: Wade
 Approved: No
 Vote: 4-1 (Reed opposed)

Conditions: Plans Tabled for redraw: Resubmit for more aesthetic consistency on rear and side elevations to match front elevation in design and materials.

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|----|--------------------|------------------------------------|--|---|
| 9) | Dist. 3 6:55 pm | New Single-Family Residence | Veridian Homes LLC 8211 W. Skylark Drive Subd: The Enclave | Contractor: Veridian Homes LLC Architect: Veridian Homes |
|----|--------------------|------------------------------------|--|---|

Moved to Approve: Reed
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

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|-----|--------------------|------------------------------------|--|---|
| 10) | Dist. 3 7:00 pm | New Single-Family Residence | Veridian Homes LLC 8191 W. Skylark Drive Subd: The Enclave | Contractor: Veridian Homes LLC Architect: Veridian Homes LLC |
|-----|--------------------|------------------------------------|--|---|

Moved to Approve: Reed
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the condition that a window should be added to the second floor on the right elevation to mirror the window on the far corner, same elevation.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

| | | | | |
|--|--------------------|--|--|---|
| 11) | Dist. 3 7:05 pm | Re-Submittal: New Single-Family Residence | Veridian Homes LLC 10592 N. Tree Sparrow Drive Subd: The Enclave | Contractor: Veridian Homes LLC Architect: Veridian Homes LLC |
| <p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Apfelbach</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as re-submitted.</p> | | | | |

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|---|--------------------|--|--|---|
| 12) | Dist. 4 7:10 pm | New Single-Family Residence | Bonnilake/Fred Bersch 9809 N. Cedarburg Road Subd: N/A | Contractor: Hillcrest Builders Architect: Hillcrest Builders |
| <p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>4-5 (Apfelbach opposed)</u></p> <p>Conditions: Plans approved as submitted with the condition that a window is added to the right elevation, left of garage door to match the two windows on the same side.</p> | | | | |

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|---|--------------------|--|--|---|
| 13) | Dist. 4 7:15 pm | New Single-Family Residence | Korndorfer Homes LLC 9954 N. Migratory Lane Subd: Swan Ridge Farms | Contractor: Korndorfer Homes Architect: SHP Design |
| <p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted.</p> | | | | |

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|--|--------------------|--|--|---|
| 14) | Dist. 4 7:20 pm | New Single-Family Residence | Redford Builders LLC 9401 W. Huntington Drive Subd: Swan Ridge Farms | Contractor: Espire Homes, Inc. Architect: Espire Homes, Inc. |
| <p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted.</p> | | | | |

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

| | | | | |
|-----|--------------------|------------------------------------|--|---|
| 15) | Dist. 4 7:25 pm | New Single-Family Residence | Espire Homes, Inc. 9931 N. Migratory Lane Subd: Swan Ridge Farms | Contractor: Espire Homes, Inc. Architect: Espire Homes, Inc. |
|-----|--------------------|------------------------------------|--|---|

Moved to Approve: Reed
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

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|-----|--------------------|------------------------------------|--|---|
| 16) | Dist. 4 7:30 pm | New Single-Family Residence | Redford Builders LLC 9951 N. Cygnet Court Subd: Swan Ridge Farms | Contractor: Espire Homes, Inc. Architect: Espire Homes, Inc. |
|-----|--------------------|------------------------------------|--|---|

Moved to Approve: Irvin
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

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|-----|--------------------|------------------------------------|---|--|
| 17) | Dist. 5 7:35 pm | New Single-Family Residence | Andrew Shoemaker Lot #22 in Highlands Meadow Subd: Highland Meadows | Contractor: Allan Builders Architect: David Pluim |
|-----|--------------------|------------------------------------|---|--|

Moved to Approve: Irvin
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)

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|-----|--------------------|------------------------------------|--|---|
| 18) | Dist. 5 7:40 pm | New Single-Family Residence | Melinda Froncois 2790 W. Cassel Lane Subd: N/A | Contractor: TBD Architect: Frederick Dahms |
|-----|--------------------|------------------------------------|--|---|

Moved to Approve: Wade
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the condition that three box-windows are added to the garage wall on rear elevation to match the three box-windows on the front elevation.

| | | | | |
|-----|--------------------|--|--|--|
| 19) | Dist. 7 7:45 pm | Re-Submittal: Detached Garage (Tabled at 4/14/25 AB Meeting) | Felix & Marina Raykh 9706 N. Sunset Lane Subd: Rangeline Estates | Contractor: Owner Architect: NA |
|-----|--------------------|--|--|--|

Moved to Approve: Irvin
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the following conditions:
 1. Add window to south elevation to match the west elevation with shutters.
 2. Add a brick beltline to all four elevations to match the brick (or as closely as possible) on the existing home.

4. **Motion to Adjourn**

Vice-Chairman Paul Apfelbach made a motion to adjourn the meeting.
 Chairman Scott Reed seconded the motion.

A vote was taken; vote passed unanimously.

Meeting adjourned at 7:25 p.m.

Attachment: Arch Board 5.12.25 (10460 : Arch Board)



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Office of the City Clerk

BOARD OF APPEALS

Thursday, May 1, 2025

6:00 PM

Tolzman Community Room of the Frank L Weyenberg Library

Minutes

1) Call to Order

Present:

Chair Kathleen Massey
 Vice Chair James Wawrzyn
 Board Member Steve Helfer
 Board Member Ramona Larson
 Board Member Scott Reigle – **Excused**

Also present: City Attorney Sajdak, City Clerk Fochs, Building Inspections Supervisor Golden and interested public.

2) Approve meeting minutes of April 3, 2025

Motion to approve Board of Appeals meeting minutes of April 3, 2025.

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

MOVED BY: Helfer

SECONDED BY: Board Member Wawrzyn

| | |
|--------------|---------------------------------|
| AYES: | Massey, Wawrzyn, Helfer, Larson |
|--------------|---------------------------------|

3) Hear evidence concerning: debate, deliberate and decide the request of:

a. **Applicant:** Morgan Tuttle (Miller Mobility)

Owner: Joyce Peterson

Appeal: Opportunity will be given to all interested in being heard concerning the petition requesting a variance to Mequon Code Sec 58-249(a) regarding front yard setback to install a temporary ramp to the front door at 12160 N River Road.

Chair Massey explained the guidelines for the Board of Appeals as well as the process for the meeting. All parties appearing before the Board of Appeals were sworn.

Morgan Tuttle 1713 Elder Street Unit #201, Waukesha, WI

Greg Golden 11333 N Cedarburg Rd, Mequon WI

Dani Faucette 12211 N River Road, Mequon WI
Cynthia Kransler 12223 N River Road, Mequon WI
Robert Tatterson 4250 Solvang Lane, Mequon WI

Building Inspections Supervisor Golden began by explaining that the front yard setback is 70 feet for the home at 12160 N River Road. The variance would allow a setback of 31 feet for the ramp. Per the application, the front door is the only option to provide adequate access with the ramp going over the existing stairs. The rear door has an interior staircase, and the house itself is a legal non-conforming. The door access and non-conforming lot create a unique hardship, and he recommends approving the variance.

Mr. Tuttle explained that they began the process last year for the Peterson family to assist in getting the ramp installed. In order to determine the setback, they obtained a survey. It was a challenge to get the funding while working through a non-profit to take care of the permit, survey and application fees. The goal is to move the applicant’s daughter in and out of the house safely.

Chair Massey reviewed some of the other solutions such as adding handrails, a stair lift or a vertical lift. Mr. Tuttle explained how those other options were not feasible due to cost or would not be an appropriate solution for the Peterson family. He said a vertical platform lift would cost well over \$13,000. Joyce Peterson has difficulty moving her daughter as she is not able to walk well on her own. They had to call the fire department for assistance in order to get her the medical attention she needed.

Building Inspections Supervisor Golden stated that any of the other options would also require a variance.

Several neighbors then spoke. Ms. Faucette, a neighbor across the street, said she has no opposition to the installation of a ramp at the Peterson home and supports the variance. Ms. Kransler said Joyce Peterson cannot physically get her daughter in and out of house without a ramp. Mr. Tatterson lives a few houses north and also supports the variance.

Motion to close public hearing.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wawrzyn
SECONDED BY: Board Member Massey

AYES: Massey, Wawrzyn, Helfer, Larson

The Board began their discussion based on the testimony and evidence that was provided. Member Wawrzyn believes sufficient evidence was provided of a qualified unique hardship. Chair Massey agrees that the applicant has met the burden due to the uniqueness of the property, the medical needs of the daughter and need for this temporary ramp. Members Larson and Helfer agreed that the variance is warranted. Member Helfer said the solution seems reasonable and is supported by a number of neighbors.

Motion to grant the variance.

Attachment: BOA Peterson Minutes 5.1.25 (10457 : Board of Appeals)

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Board Member Massey
SECONDED BY: Board Member Wawrzyn

AYES: Massey, Wawrzyn, Helfer, Larson

4) Adjourn

Motion to adjourn at 6:34 PM.

RESULT: Failed by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wawrzyn
SECONDED BY: Board Member Massey

AYES: Massey, Wawrzyn, Helfer, Larson

Respectfully Submitted,

Beth Kong
Deputy Clerk

Attachment: BOA Peterson Minutes 5.1.25 (10457 : Board of Appeals)



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Office of the City Clerk

COMMON COUNCIL
Regular Meeting
Tuesday, June 10, 2025 - 7:30 PM
Or Immediately Following Sewer Utility Commission Meeting
American Legion Post #457

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:33 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

Mayor Andrew Nerbun
 Alderman Robert Strzelczyk
 Alderman Kelly Tolocko
 Alderman Dale Mayr – **Arrived 8:02 PM**
 Alderman Jeffrey Hansher
 Alderman Gregg Bach
 Alderman Brian Parrish
 Alderman Peter Bratt
 Alderman William Gebhardt

Also Present: Administrator Jones, Assistant Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, City Engineer Lundeen, Assistant City Engineer McCraw, Finance Director Arnett, Director of Community Development Tollefson, Assistant Director of Community Development Zader, Police Chief Riley, IT Specialist Sauerland, Deputy Director of Public Works Weyker, Sewer Superintendent Jeremy Weinrich, press and interested public.

4) Public Hearings:

- a) **ORDINANCE 2025-1681** - An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Structures on the Lake Michigan Bluff.

Motion to open public hearing for ORDINANCE 2025-1681.

RESULT: **Approved By Voice Acclamation [7:1]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Hansher

Attachment: 06.10.2025 CC Minutes (10458 : CC minutes)

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

Motion to close public hearing for ORDINANCE 2025-1681.

RESULT: **Approved By Voice Acclamation [7:1]**
MOVER: Alderman Hansher
SECONDER: Alderman Bratt

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

Alderman Bach discussed how this Ordinance had come before the Council, beginning with individual homeowners who had proposed their own access to the Lake and went through the appeal process but were denied in past years. Staff did a thorough job in researching the Bluff and reviewing technologies that are now available. They also determined safety and other guidelines to research this new ordinance and make it possible.

Motion to approve ORDINANCE 2025-1681.

RESULT: **Approved By Roll Call Vote [6:2]**
MOVER: Alderman Bach
SECONDER: Alderman Parrish

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt
NAY: Gebhardt
DEEMED NO: Mayr

- b) **ORDINANCE 2025-1682** - An Ordinance Amending the Following within Chapter 58 of the Mequon Municipal Code, in Connection with Planned Improvements for the Property Located at 10806 West Freistadt Road: A) The City’s Land Use Plan Map from Neighborhood Commercial to Residential 1-1.5 Acres; and B) The City’s Zoning Map from B-1 (Neighborhood Commercial) to R-4 (Residential 3/4 Acre).

Motion to open public hearing for ORDINANCE 2025-1682.

RESULT: **Approved By Voice Acclamation [7:1]**
MOVER: Alderman Bach
SECONDER: Alderman Bratt

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

Motion to close public hearing for ORDINANCE 2025-1682.

RESULT: **Approved By Voice Acclamation [7:1]**
MOVER: Alderman Hansher
SECONDER: Alderman Parrish

Attachment: 06.10.2025 CC Minutes (10458 : CC minutes)

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

Motion to approve ORDINANCE 2025-1682.

RESULT: **Approved By Roll Call Vote [7:1]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Parrish

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

a) Mayor

Mayor Nerbun read the Proclamation Recognizing June as National Schleroderma Month and encouraged community members to wear the color teal in support and recognition this month.

b) City Administrator

City Administrator Jones provided an update on the I43 interchange project and the construction on Mequon Road. The WISDOT projects resurfacing on Mequon Road will be ongoing until September. More information can be found on the Wisconsin 511 projects website. The Community Survey has been mailed or can be completed online through June 30. There has also been an RFP released for a hotel on Port Washington Road; three responses have been submitted.

7) Consent Agenda:

- a) Architectural Board meeting minutes of April 14, 2025.
- b) Common Council meeting minutes of May 13, 2025.
- c) Festivals Committee meeting minutes of April 21, 2025.
- d) Finance-Personnel Committee meeting minutes of April 8, 2025.
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission 2024 Annual Report.
- f) Park and Open Space Board meeting minutes of April 16, 2025.
- g) Public Safety Committee meeting minutes of March 11, 2025.
- h) Public Welfare Committee meeting minutes of April 8, 2025.
- i) Public Works Committee meeting minutes of April 8, 2025.
- j) Zoning and Code Enforcement report through May 2025.
- k) Acceptance of the FY2024 Preliminary Annual Comprehensive Financial Report & Report on Internal Control.
- l) **RESOLUTION 4213** - A Resolution Authorizing Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2024, in Accordance with Requirements Under Wisconsin Administrative Code NR208.

Motion to approve Consent Agenda items A-L.

RESULT: **Approved by Voice Acclamation [7:1]**
MOVER: Alderman Strzelczyk
SECONDER: Alderman Hansher

Attachment: 06.10.2025 CC Minutes (10458 : CC minutes)

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

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.

8) **Ordinances:** None.

9) **Resolutions:**

a) **RESOLUTION 4214** - A Resolution Authorizing Execution of an Amendment to the Right-of-Way Agreement with MT Trails Foundation, Inc. for Construction of a Bike Path on Highland Road, from the Ozaukee Interurban Trail to Rotary Park.

RESULT: Approved by Voice Acclamation [7:1]
MOVER: Alderman Hansher
SECONDER: Alderman Bratt

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

b) **RESOLUTION 4215** - A Resolution Approving the Purchase of a 2020 Elgin Whirlwind 1 Pure Vacuum Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395.

Mayor Nerbun said that this was a good option as getting a slightly older model was cheaper and available much sooner than a new street sweeper. This was a much-needed addition

RESULT: Approved by Roll Call Vote [7:1]
MOVER: Alderman Hansher
SECONDER: Alderman Bratt

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

c) **RESOLUTION 4216** - A Resolution Rejecting Bids Received for the Port Washington Road Streetscaping Project Between Zedler Lane and Mequon Road.

RESULT: Approved by Roll Call Vote [7:1]
MOVER: Alderman Hansher
SECONDER: Alderman Bratt

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

d) **RESOLUTION 4217** - A Resolution Approving the Purchase of One (1) K9 Ford Police Interceptor Sport Utility Vehicle from Ewald Automotive Group of Hartford, Wisconsin, in the Amount of \$44,938 and the Receipt of a Donation from the Mequon Community Foundation for the Purchase of K9 Squad Equipment in the Amount of \$10,553.

Attachment: 06.10.2025 CC Minutes (10458 : CC minutes)

RESULT: Approved by Roll Call Vote [7:1]
MOVER: Alderman Bach
SECONDER: Alderman Parrish

AYES: Strzelczyk, Tolocko, Hansher, Bach, Parrish, Bratt, Gebhardt
DEEMED NO: Mayr

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Adjourn

Motion to adjourn at 8:02 PM.

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

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

Respectfully Submitted,
Beth Kong
Deputy Clerk

Attachment: 06.10.2025 CC Minutes (10458 : CC minutes)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2902
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www.cityofmequonwi.gov

ECONOMIC DEVELOPMENT BOARD

Tuesday, June 24, 2025

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr
 Alderman William Gebhardt
 Board Member Colin Boyd
 Board Member Dennis Engel
 Board Member Daniel Gannon
 Board Member Michael Kramer
 Board Member Jeff McLean
 Board Member Tracy Johnson -- **Absent**
 Board Member Inge Plautz -- **Absent**

Chairman Tim Carr called the meeting to order at 8:00 a.m.

2) Approval of Meeting Minutes from May 20, 2025

Action

Board member Mike Kramer made a motion to approve May 20, 2025, meeting minutes.
 Board member Denny Engel seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT: Approved [Unanimous]

3) EDB Purpose, Objectives and Workprogram

Director Kim Tollefson stated that there was a meeting last month to discuss where EDB is headed and what projects the Board should be working on. She mentioned that some of the work the Board has done in the past few years was typically initiated through the Planning Commission (evaluating zoning, evaluating how specific properties are zoned, etc). She commented that this is an opportunity to focus on the Board's objectives. She added that there are several recommendations that staff are working on from the market analysis including the hotel RFP.

Attachment: EDB_06.24.25_FINAL (10523 : EDB Minutes)

Alderman Bill Gebhardt stated that he believes that the Board should approach all projects with a business case as a foundation. He commented that it is important to educate the public about ongoing issues and to understand community sensitivity when making decisions.

There was discussion amongst the Board about the various projects that are currently being worked on and how to best move forward. It was agreed that it would be beneficial to put together a one-page data sheet for the southwest industrial project going before the Common Council, highlighting targeted information.

There was some conversation about the outlots in front of existing properties along Port Washington Road. This would involve initiation of staff outreach to these property owners. The Board expressed support for this endeavor.

4) Staff Updates

Director Kim Tollefson stated that eight (8) proposals were received for the hotel RFP, and an additional two (2) after the deadline that will were not included. The review committee will begin to vet them and an update will be provided to the Board next month.

Other ongoing developments in the city were discussed.

5) Announcements

The next meeting is Tuesday, July 29, 2025, at 8:00 a.m.

6) Adjourn

Chairman Carr left the meeting at 9:10 a.m. and Board member Jeff McLean assumed the chair position.

Action

Board member Denny Engel made a motion to adjourn the meeting.

Board member Mike Kramer seconded the motion.

A voice vote was taken; vote passed (6-0)

The meeting adjourned at 9:20 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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www.cityofmequonwi.gov

FESTIVALS COMMITTEE
Monday, June 23, 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
 Committee Member Laeh McHenry
 Committee Member Vanessa Nerbun
 Janet Wirth -- **Absent**
 Committee Member Tracy Johnson -- **Absent**
 Committee Member Lisa Liljegren -- **Absent**
 Committee Member Moshe Luchins -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. May Minutes

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

MOVED BY: Committee Member White

SECONDED BY: Nerbun

| | |
|----------------|--|
| AYES: | White, Conaty, Benson, Hohn, McHenry, Nerbun |
| ABSENT: | Wirth, Johnson, Liljegren, Luchins |

3) Taste of Mequon

a. Vendor Review

2) China Lights

The Committee agreed that Cricket Academy could have a booth space, but they would need to pay the regular vendor fee.

RESULT: **Denied [0 to 6]**

Attachment: Festival Mins 062325 (10524 : Festivals Committee)

MOVED BY: Committee Member White
SECONDED BY: Committee Member Hohn

NAYS: White, Conaty, Benson, Hohn, McHenry, Nerbun
ABSENT: Wirth, Johnson, Liljegren, Luchins

3) **A to Z Apothecary**

1. A to Z Apothecary

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

MOVED BY: Nerbun

SECONDED BY: Committee Member Hohn

AYES: White, Conaty, Benson, Hohn, McHenry, Nerbun
ABSENT: Wirth, Johnson, Liljegren, Luchins

b. **Children's Area**

- 1. Climbing Wall & Trampoline
- 2. Soccer Darts
- 3. Hamster Roll

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

MOVED BY: Committee Member White

SECONDED BY: Member Conaty

AYES: White, Conaty, Benson, Hohn, McHenry, Nerbun
ABSENT: Wirth, Johnson, Liljegren, Luchins

4) **Fox and Branch**

1. Fox and Branch

RESULT: **Tabled [Unanimous]**

MOVED BY: Committee Member White

SECONDED BY: Member Conaty

AYES: White, Conaty, Benson, Hohn, McHenry
ABSENT: Wirth, Johnson, Liljegren, Luchins
RECUSED: Nerbun

5) **The Painted Creek**

1. Coloring

RESULT: **Tabled [Unanimous]**

MOVED BY: Committee Member White

c. **Other Items**

1. WTMJ

2) **Sponsorships**

PWSB signed on to be a \$600 sponsor for Winter Wonderland.

Attachment: Festival Mins 062325 (10524 : Festivals Committee)

3) **TMJ4 Weather**

TMJ4 said they would do the weather outside of City Hall the Friday before Taste of Mequon.

4) Next Meeting Date and Time: 7/21 at 6:30pm

5) **Adjourn**

Committee Chair White moved to adjourn at 6:55 PM and Committee Member McHenry seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



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www.cityofmequonwi.gov

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, May 13, 2025

6:15 PM

North Conference Room

Minutes

- 1) Call to Order, Roll Call
 - a. Call to Order

Present:

Mayor Andrew Nerbun
 Alderman William Gebhardt
 Alderman Brian Parrish
 Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney and Kristen Lundeen, Public Works Director/City Engineer.

- 2) Approve Meeting Minutes
 - a. Finance-Personnel Meeting Minutes of April 8, 2025

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

| |
|--|
| AYES: Gebhardt, Parrish, Strzelczyk |
|--|

- 3) License Applications
 - a. May 2025 Licenses

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

| |
|--|
| AYES: Gebhardt, Parrish, Strzelczyk |
|--|

- 4) Vouchers Paid
 - a. April 2025 Vouchers Paid List

Attachment: FP Minutes 051325 (10459 : FP Minutes)

A request was made for a full-year voucher report detailing the aggregate total the City spent with each of its vendors.

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

AYES: Gebhardt, Parrish, Strzelczyk

5) Ordinances

a. **ORDINANCE 2025-1680** An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Relating to the Imposition of Impact Fees

MSA Professional Services completed a Parks Facilities Needs Assessment earlier this year to validate the amount that should be imposed by the City as a Parks Impact Fee. The result of the study is that the Parks Impact Fee should be \$1,793/unit. The current park impact fee is \$900/unit, most recently updated in 2007.

Discussion ensued regarding the increase in price, the overall definition of an impact fee and which kinds of development the impact fee affects.

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

AYES: Gebhardt, Parrish, Strzelczyk

6) Resolutions

a. **RESOLUTION 4208** A Resolution Approving an Agreement for Legal Services with Stafford Rosenbaum LLP of Madison, Wisconsin for the Period June 1, 2025 - December 31, 2025

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

AYES: Gebhardt, Parrish, Strzelczyk

7) Discussion Items

- a. 2025 YTD Budget Report as of March 31, 2025
- b. Cash & Investment Report as of 03/31/2025
- c. Finance - Personnel Work Plan

8) Adjourn

A motion to adjourn was made at 6:50 PM by Alderman Gebhardt, seconded by Alderman Strzelczyk. All voted in favor "aye."

Attachment: FP Minutes 051325 (10459 : FP Minutes)

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: FP Minutes 051325 (10459 : FP Minutes)



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, June 12, 2025
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

Chair Kenneth Maciolek
 Vice Chair Jim Doornek
 Alderman Gregg Bach
 Commissioner Ron Heinritz
 Commissioner Rob Holyoke

Absent:

Commissioner John Liegeois
 Commissioner Kristin Wade

Also in attendance were Assistant City Engineer McCraw and Engineering Administrative Assistant Redeker.

2. Approval of Meeting Minutes

a. May 8, 2025 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Holyoke

SECONDED BY: Commissioner Heinritz

AYES: Maciolek, Doornek, Bach, Heinritz, Holyoke

ABSENT: Liegeois, Wade

3. Resident Communications

Chair Maciolek stated there were no residents in attendance.

4. Discussion/Action Items

a. WisDOT Comments for STH181 from County Line to Mequon Road

Attachment: Bikeway 06-12-2025_Minutes (10518 : Bike way minutes)

Commissioner Holyoke made a motion to recommend to City Council to contact the Wisconsin Department of Transportation in order to make them aware of the recently adopted Master Plan in hopes they consider it during future projects in Mequon and Thiensville. The motion was seconded by Commissioner Doornek and passed unanimously.

RESULT: **Approved [Unanimous]**
MOVED BY: Holyoke
SECONDED BY: Commissioner Doornek

AYES: Maciolek, Doornek, Bach, Heinritz, Holyoke
ABSENT: Liegeois, Wade

b. M-T Bike and Pedestrian Way Master Plan Project Prioritization Discussion

Commissioner Heinritz and Assistant City Engineer McCraw shared the results of the Public Involvement Meeting they attended the previous evening regarding the upcoming road project on Lake Shore Drive and Mequon Rd. Commissioners also continued prioritizing Master Plan projects.

5. Other Business

Commissioners confirmed the next meeting will be held as scheduled on July 10th, 2025.

6. Adjourn

a. Motion to Adjourn at 10:31 AM

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Heinritz
SECONDED BY: Alderman Bach

AYES: Maciolek, Doornek, Bach, Heinritz, Holyoke
ABSENT: Liegeois, Wade

Respectfully Submitted,

Kaye Redeker

Attachment: Bikeway 06-12-2025_Minutes (10518 : Bike way minutes)



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www.cityofmequonwi.gov

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, June 23, 2025
6:00 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
 Alderman Brian Parrish
 Commissioner Bruce Barnes
 Commissioner Martin Choren
 Commissioner Stephanie Hawley
 Commissioner Rebecca Schaefer
 Commissioner John Stoker
 Commissioner Nancy Urbani

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

a) Approval of Minutes from May 19, 2025

Action

Commissioner Stoker made a motion to approve the meeting minutes from May 19, 2025.
 Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

| | |
|------------------|---|
| RESULT: | APPROVED [8 TO 0] |
| MOVER: | John Stoker, Commissioner |
| SECONDER: | Martin Choren, Commissioner |
| AYES: | Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani |

Commissioner Barnes asked for agenda item 2(a) to be removed from the Consent Agenda

2) Consent

- a) Carole and Tony Teolis. The applicant is seeking minor request approval for a fill permit to allow for a 1,182 C.Y. for revetment to provide toe protection at the base of the existing steep bluff for the property located at 11506 N. Shorecliff Lane.

Assistant City Engineer Cole McCraw explained that the requested approval is for this property only. The DNR should inspect the work after it is completed.

Action

Commissioner Schaefer made a motion to approve agenda item 2(a) on the Consent Agenda
Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

RESULT: **APPROVED [8 TO 0]**
SECONDER: Rebecca Schaefer, John Stoker
AYES: Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

- b) Eastbrook Drive, LLC. The applicant is seeking final condo plat approval to allow for 10 condominiums (5 buildings) for the property located immediately west of 11649 N. Port Washington Road.

Action

Commissioner Stoker made a motion to approve item 2(b) on the Consent Agenda.
Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (8-0)

RESULT: **APPROVED [8 TO 0]**
MOVER: John Stoker, Commissioner
SECONDER: Stephanie Hawley, Commissioner
AYES: Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

3) Public Hearing/Consent

- a) David Abbott. The applicant is seeking conditional use grant approval for an accessory dwelling unit for the property located at 12957 N. Highgate Court.

Action

Commissioner Stoker made a motion to open a public hearing
Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (8-0)

Attachment: PC_06.23.25_FINAL (10522 : Planning Commission)

The architect for the applicant stated this is for the single-family residence for an aging mother to live with the family with some independence. The space will function as an in-law suite

Action

Commissioner Stoker made a motion to close the public hearing.
Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (8-0)

Action

Commissioner Schaefer made a motion to approve the conditional use grant per staff conditions.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

| | |
|------------------|---|
| RESULT: | APPROVED [8 TO 0] |
| MOVER: | Rebecca Schaefer, Commissioner |
| SECONDER: | Martin Choren, Commissioner |
| AYES: | Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani |

- b) Melinda Francois. The applicant is seeking conditional use grant approval to allow for guest house for the property located at 2790 W. Cassel Lane.

Action

Commissioner Stoker made a motion to open a public hearing
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

No public comment

Action

Commissioner Stoker made a motion to close the public hearing
Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (8-0)

Action

Commissioner Choren made a motion to approve the conditional use grant.
Commissioner Barnes seconded the motion.
A roll call vote was taken; vote passed (8-0)

| | |
|------------------|---|
| RESULT: | APPROVED [8 TO 0] |
| MOVER: | Martin Choren, Commissioner |
| SECONDER: | Bruce Barnes, Commissioner |
| AYES: | Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani |

Attachment: PC_06.23.25_FINAL (10522 : Planning Commission)

Commissioner Stoker recused himself from this item.

4) Public Hearing

- a) Parish Survey & Engineering, LLC for Lifespace Communities. The applicant is seeking conditional use grant amendment and building and site plan amendment approval to allow for 14 carriage homes (12 buildings) for the property located at 12500-12700 N. Port Washington Road.

Action

Commissioner Schaefer made a motion to open a public hearing

Commissioner Urbani seconded the motion.

A voice vote was taken; vote passed (8-0)

Public Comment

Art Liebau - 1200 W. Liebau - he asked about the discrepancy between the previously requested approval for 13 carriage homes compared to the current approval request for 14 carriage homes.

Action

Commissioner Choren made a motion to close the public hearing

Commissioner Urbani seconded the motion.

A voice vote was taken; vote passed (8-0)

Assistant Director Jac Zader stated that the applicant did apply for 14 homes last time, but the courtesy cards were incorrect. The approved PUD in 2023 was for 14 carriage homes.

He explained that everything proposed is the same as it was proposed in 2023, except the sidewalk was added on this plan on the east side of the cul du sac to avoid the impact on a large specimen tree on the west side.

The applicant submitted an updated landscaping plan after the packet was generated that staff has not yet had time to fully review. Some of the landscape conditions that have been addressed include:

- Proposed street trees to be made up of mixed species.
- The buffer to the back of the carriage homes should also be a combination of mixed species.
- Additional screening for Liebau's property on the east side.

It was confirmed that staff checked the setbacks as well as the storm water drainage and both are compliant.

It was also confirmed that the PILOT program will be addressed before any permits are granted. Park impact fees will be applied per city code.

Action

Alderman Parrish made a motion to approve the item.

Commissioner Hawley seconded the motion.

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

| | |
|------------------|---|
| RESULT: | APPROVED [7 TO 0] |
| MOVER: | Brian Parrish, Alternate Alderman |
| SECONDER: | Stephanie Hawley, Commissioner |
| AYES: | Nerbun, Parrish, Barnes, Choren, Hawley, Schaefer, Urbani |
| RECUSED: | Stoker |

5) Regular Business

- 1) TNT Fireworks. The applicant is seeking minor request for temporary use approval for a firework sale tent in the parking lot of the property located at 10906-11116 N. Port Washington Road (Mequon Pavilions).

City Planner Natalie Redding stated that this request is for a temporary use to be located in the northwest section of the parking lot of the Mequon Pavilions shopping center. It will consist of a 20 x 40 tent occupying ten parking spaces and a 20 x 80 storage container occupying two parking spaces for the sale of fireworks, located between Sierra and the Tile Shop. She commented that two public feedback letters were received, which are included in the packet (page 94) as well as two phone calls opposed to the use. The tent will be in use for 10 days from 6/26/25 - 7/6/25 from 9am - 9pm daily and will be staffed by two employees. The applicant received permission from Brixmor to locate anywhere in the parking lot. The applicant also contacted the city fire department and a safety barrier at the entrance to the tent was recommended.

Planner Redding explained that previous temporary uses have been recommended to be located indoors in an empty store front for the safety of the merchandise as well as public safety and this does not disrupt parking. Staff did a site visit to confirm there are a few vacant store fronts at the Mequon Pavilions that could be utilized (map on packet page 96).

She added that there was communication between the City Fire Chief, the City Attorney and the applicant regarding the legality of selling fireworks as there is a section of the city code that restricts the sale and use of fireworks. There is also a section of the city code that references all of the terms not considered fireworks and it was determined by the City Attorney that the products proposed to be sold are legal.

Staff recommend approval based on the condition that it is located in a store front as it is believed to be a safer location for housing the merchandise as well as public access. There is a condition that the applicant contacts the fire department prior to selling any merchandise to confirm that it all qualifies under the referenced section in the city code.

Alternate approval conditions have also been provided should the Commission deem to approval for the use to be located in the outside tent.

Attachment: PC_06.23.25_FINAL (10522 : Planning Commission)

The applicant stated that their products are ground based and not deemed “fireworks”. They believe the storage container is a safer location than inside a multi-tenant building. The tent outside provides much better visibility for marketing and sales. He explained all the products are locked up every night in the steel storage container.

There was some discussion amongst the Commission regarding the preferred location of the temporary use. Mayor Nerbun took an informal straw poll vote to determine the preference of the use be located indoors or outdoors. The Commission showed a preference for the outside tent to be used.

Planner Redding commented that the rendering of the tent was not included in the packet and staff recommend that flags and signage not be allowed except for a banner.

Action

Commissioner Schaefer made a motion to approve with the conditions that signage and flags be approved by a staff visit.

Commissioner Stoker seconded the motion.

A roll call vote was taken; vote passed (6-2) (No; Parrish, Barnes)

| | |
|------------------|--|
| RESULT: | APPROVED WITH CONDITIONS [6 TO 2] |
| MOVER: | Rebecca Schaefer, Commissioner |
| SECONDER: | John Stoker, Commissioner |
| AYES: | Nerbun, Choren, Hawley, Schaefer, Stoker, Urbani |
| NAYS: | Parrish, Barnes |

- 2) MT Trails Foundation. The applicant is seeking minor request approval for specimen tree removal of one 14” black walnut tree located in the right-of-way immediately south of 4124 W. Highland Road.

Asst. City Eng. McCraw explained that this request is part of a proposed trail spur from the OIT to Rotary Park. There is a specimen tree to the north that initially was going to be avoided but it was discovered that some private property easements would be required to place the trail north of the tree. The easement is not easily obtained due to some liens on the property, so the path needs to be relocated, and the tree is now in conflict with the path.

There were some questions from the Commission and the applicant explained that the only method to get the path designed and the process moving forward, is for the tree to be removed as it is not an option to work with the property owner to get an easement. Mayor Nerbun commented that there will be several trees planted in exchange for the removal of this one specimen tree. There was feedback supporting the removal of the specimen tree with the perspective that one tree being removed for the good of the public coupled with several new trees planted was deemed reasonable. It was also mentioned that the specific species make a mess.

Action

Commissioner Stoker made a motion to approve the specimen tree removal.

Attachment: PC_06.23.25_FINAL (10522 : Planning Commission)

Commissioner Hawley seconded the motion.
A roll call vote was taken; vote passed (7-1)(No: Mayor Nerbun)

| | |
|------------------|---|
| RESULT: | APPROVED [7 TO 1] |
| MOVER: | John Stoker, Commissioner |
| SECONDER: | Stephanie Hawley, Commissioner |
| AYES: | Parrish, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani |
| NAYS: | Nerbun |

- 3) Ware Design Build. The applicant is seeking a consultation for 14 condominiums for the properties located at 5117 W. Donges Bay Road and 10351-10465 N. Cedarburg Road (Donges Cove)

Planner Redding stated the request is for a consultation for a proposed condominium development which will be comprised of three assembled parcels currently zoned Neighborhood Commercial (“NC”), totaling 5.93 acres. The request would require either a rezoning to R-6 zoning or a text amendment to modify the language in the NC zoning district.

She explained that the proposal is for 28 units in total (14 buildings) and meets the setback and offset requirements. There would be a single access point off Donges Bay Road. Per the City Forester, there are three specimen trees on site which staff would like to preserve, if possible, but they may need to be removed to accommodate the current proposed site plan.

Staff recommend the baseline density follow the R-6 standards, allowing no more than 4 units per acre. The current proposed plan is slightly over this standard at 4.7 per acre. In response, the applicant has communicated their flexibility regarding site layout and the number of total units. To comply with the R-6 standards, 5 units would need to be removed from the proposed plan (3 buildings, 6 units total). This would allow the density to be in compliance as well as allow for additional aesthetic and amenity benefits.

Staff recommends the applicant request a text amendment to add language to the existing NC zoning requirements to include two-family residential units as a conditional use. Planner Redding commented that although the proposed building design is more modern than most of the developments in the city, staff is supportive of the proposed design.

There was discussion among the Commissioners and the applicant. The applicant stated they want their development to stand out and to be different than the usual design found in the city. Alderman Parrish expressed his support for this use at the location and that he has received feedback supporting this type of use. Support for a new development at this blighted corner.

Mayor Nerbun commented that there is one TDR credit that could possibly be used for this site which would allow the development to get an extra building.

Overall there was positive support for the proposed development.

Attachment: PC_06.23.25_FINAL (10522 : Planning Commission)

6) Announcements

The next meeting is Monday, July 28, 2025, at 6:00 p.m.

7) Adjourn**Action**

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Urbani seconded the motion.

A voice vote was taken; vote passed (8-0)

The meeting concluded at 7:05 p.m.

Respectfully Submitted,

Jac Zader



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www.cityofmequonwi.gov

Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, April 8, 2025
5:45 PM
Lower Conference Room

Minutes

- 1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko -- **Absent**

Also Present: Police Chief Riley, Executive Assistant Carrie Enea

- 2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Mar 11, 2025 5:45 PM

RESULT: Accepted [Unanimous]

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Bach

AYES: Bach, Mayr

ABSENT: Tolocko

- 3) Discussion

- a. Public Communication Enhancements After Citizen Feedback

Chief Riley discussed how the Police Department will be sharing more information about incidents on social media via weekly bulletins and through Ring and the Next Door app to increase transparency.

- 4) Adjourn

- a. Motion to Adjourn

A motion to adjourn the meeting was made at 5:56 PM.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Bach

AYES: Bach, Mayr

ABSENT: Tolocko

Attachment: Pub Safety 4-8-25 Minutes (10525 : Public Safety)

Respectfully Submitted,

Melina Bowen
Administrative Coordinator



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

www.cityofmequonwi.gov

Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, May 13, 2025
5:45 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Dale Mayr
 Alderman Gregg Bach
 Alderman Brian Parrish

Also Present: Assistant City Administrator Schoenemann, Alderman Gebhardt, City Attorney Sajdak, Community Development Director Tollefson, Executive Assistant Enea, and Andrzej Sitarski

2) Approval of Meeting Minutes

a. April Minutes

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

MOVED BY: Alderman Bach

SECONDED BY: Alderman Parrish

| |
|----------------------------------|
| AYES: Mayr, Bach, Parrish |
|----------------------------------|

3) Election of Chair

Alderman Bach nominated Alderman Mayr to serve as Committee Chair and Alderman Parrish seconded. The motion was approved by Voice Acclamation.

4) Ordinances

Action requested: review and recommend approval

a. **ORDINANCE 2025-1681** An Ordinance Amending Chapter 58 of the Mequon Municipal Code, Related to Structures on the Lake Michigan Bluff

Community Development Director Tollefson presented the Committee with background information about why the modified ordinance regarding the Lake Michigan Bluff and structures was coming before them for consideration. Last August, the COTW had a discussion regarding residents wanting to build stairs to access the shoreline. Currently,

Attachment: PW 051325 Mins (10414 : Public Welfare Minutes - May 2025)

there is a 75-foot setback from the bluff for any structure. Staff was instructed to draft some revisions to the code that would assume the least liability. Staff consulted with numerous agencies to research best practices, including neighboring communities, the DNR, and Ozaukee County. The Committee discussed the height and width recommendations, as well as what happens if the stairs become dilapidated. The Committee asked for language to be added regarding possible dilapidation and to have the resident be held responsible for repair, replacement, or removal. Also, the Committee agreed that more room may be needed at pivot points in the stairs and adjusted the allowed square footage to 5 feet by 7 feet, not to exceed 35 square feet.

RESULT: **Approved with Amendments [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

AYES: Mayr, Bach, Parrish

5) Work Calendar

- 1. Certified Wildlife Habitat Status
- 2. Sister City with Dahlheim
- 3. Make-up of Committees
- 4. Neighborhood Association participation in reducing speed

6) Adjourn

Alderman Bach moved to adjourn at 6:29 PM and Alderman Mayr seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2902
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: August 12, 2025
SUBJECT: RESOLUTION 4218 A Resolution Approving the Final Plat for Eastbrook Place, a 10-Unit Condominium Development Located Immediately West of 11649 N. Port Washington Road

Background

The applicant, Eastbrook Drive, LLC, is requesting approval of the final plat for the Eastbrook Place Condominium development. The 10-unit (5-building) development was approved by the Common Council on April 11, 2023.

Analysis

The final plat includes 10 condominium units (5 buildings) and is consistent with the approved Planned Unit Development (PUD) concept plan.

Fiscal Impact

The 10 unit (5 building) second phase is estimated to be valued at \$500,000/unit, resulting in estimated annual tax revenue of \$70,000.

As the City continues to grow through development and contributions of infrastructure assets, the addition of these new assets, including utilities 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.

The development included the extension of public utilities including approximately:

- 865 feet of 8-inch water main (approximately \$165,000 value)
- 350 feet of 8-inch sanitary sewer (approximately \$121,000 value)

Recommendation

The Planning Commission recommended approval of the final plat on June 23, 2025, by a vote of 8-0.

Attachments:

Eastbrook Condo Plat (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4218

A Resolution Approving the Final Plat for Eastbrook Place, a 10-Unit Condominium Development Located Immediately West of 11649 N. Port Washington Road

RECITALS

- A. The Common Council granted approval for Eastbrook Condominium development, a 10-unit (5 building) development, on April 11, 2023.
- B. The developer has sought approval of the final plat for the development, which consists of 10 units (5 buildings).
- C. The Planning Commission granted Final Plat approval for the property on June 23, 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 Mayor and the Common Council of the City of Mequon, Wisconsin, that the Final Condominium Plat is approved, and the appropriate City officials are hereby authorized to sign this agreement, and upon completion of all required conditions of the Planning Commission on September June 23, 2025, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

CONDOMINIUM PLAT OF EASTBROOK PLACE A CONDOMINIUM

Being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have surveyed and mapped the lands shown and described hereon and that this is a true and correct representation of EASTBROOK PLACE, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

SIGNED _____
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S-2461



DATE: APRIL 29, 2025
REVISED: MAY 21, 2025

DECLARANT:
EASTBROOK DRIVE, LLC

Prepared for:
Eastbrook Drive LLC
1010 E. Layton Avenue
Milwaukee, WI 53207

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊙ - Denotes Found Mag Nail
- - Denotes Found 3/4" Iron Rod

▨ - Indicates Limited Common Elements

NOTES:

- All portions of the property that are not specified as Limited Common Elements or as a Unit shall be considered a Common Element.
- Stoops, patios, sidewalks, decks and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
- Length of Limited Common Element from garage to curb varies and is intended to cover that entire portion of the driveway between the curb and the garage.
- The stand-alone maintenance garage along with the driveway adjacent thereto, shall be a Limited Common Element permanently assigned to Unit 9.
- Buildings and Improvements shown represent proposed construction.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Sanitary sewer and water main easement recorded by separate document.
- Shared Maintenance of Roofs, Foundations, and Exterior. Except for the negligence or willful misconduct of a single Owner, the Owners of adjoining Units (the "Duplex Owners") within a building shall jointly share the responsibility for the general maintenance, repair and replacement of the following elements of each building: (i) the roof; (ii) the interior shared wall between units; (iii) the foundation, and (iv) all exterior walls of the building (collectively, the "Shared Elements") (See Section 12 of the Condominium Declaration).

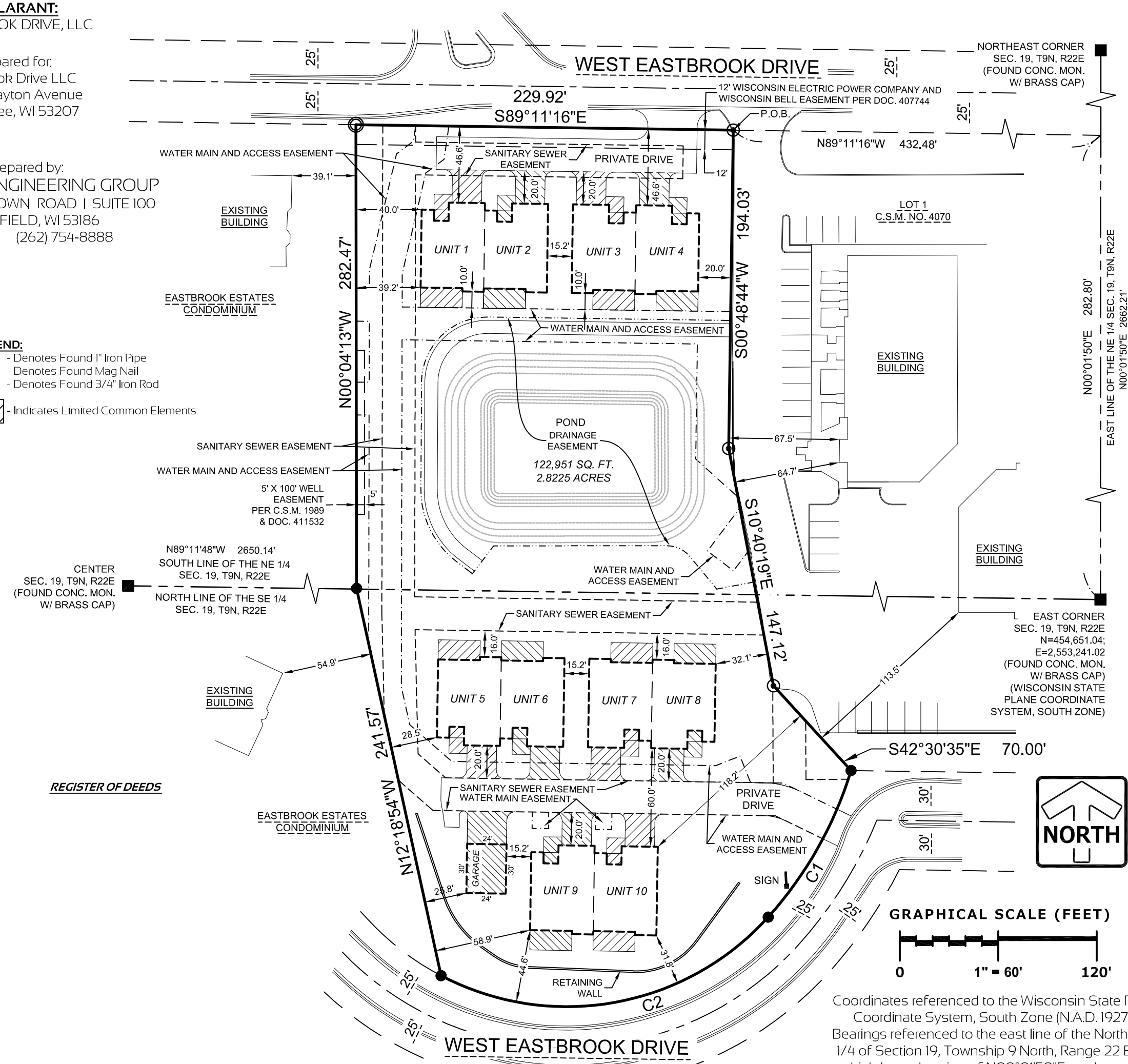
- UNIT 1: 11433 West Eastbrook Drive, Mequon, WI
- UNIT 2: 11431 West Eastbrook Drive, Mequon, WI
- UNIT 3: 11407 West Eastbrook Drive, Mequon, WI
- UNIT 4: 11405 West Eastbrook Drive, Mequon, WI
- UNIT 5: 11432 West Eastbrook Drive, Mequon, WI
- UNIT 6: 11430 West Eastbrook Drive, Mequon, WI
- UNIT 7: 11412 West Eastbrook Drive, Mequon, WI
- UNIT 8: 11410 West Eastbrook Drive, Mequon, WI
- UNIT 9: 11422 West Eastbrook Drive, Mequon, WI
- UNIT 10: 11420 West Eastbrook Drive, Mequon, WI

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|---------------|--------------|
| CURVE NO. | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 103.38' | 236.50' | 025°02'44" | S29°26'57"W | 102.56' |
| C2 | 218.11' | 165.00' | 075°44'21" | S79°50'30"W | 202.58' |

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

PINNACLE ENGINEERING GROUP

DRAFTED BY: ST



Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). Bearings referenced to the east line of the Northeast 1/4 of Section 19, Township 9 North, Range 22 East which has a bearing of N00°01'50"E as shown on Certified Survey Map No. 1989.

PEG JOB#1163.00
SHEET 1 OF 4

www.pinnacle-engr.com

Attachment: Eastbrook Condo Plat (RESOLUTION 4218 : Eastbrook Drive LLC Condo Plat)

CONDOMINIUM PLAT OF EASTBROOK PLACE A CONDOMINIUM

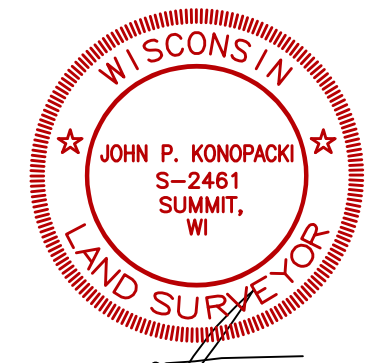
Being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin

LEGAL DESCRIPTION:

Being Lot 2 of Certified Survey Map No. 4070, as recorded in the Register of Deeds office for Ozaukee County as Document No. 1084344, located in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 19; Thence North 00°01'50" East along the east line of said Northeast 1/4, 282.80 feet; Thence North 89°11'16" West, 432.48 feet to the northeast corner of said Lot 2 and the Point of Beginning;

Thence South 00°48'44" West along the east line of said Lot 2, 194.03 feet; Thence South 10°40'19" East along the east line of said Lot 2, 147.12 feet; Thence South 42°30'35" East along the east line of said Lot 2, 70.00 feet to the north right of way line of West Eastbrook Drive and a point on a curve; Thence Southwesterly 103.38 feet along the arc of said curve to the right, whose radius is 236.50 feet and whose chord bears South 29°26'57" West, 102.56 feet to a point of compound curve; Thence Southwesterly 218.11 feet along the arc of said compound curve to the right, whose radius is 165.00 feet and whose chord bears South 79°50'30" West, 202.58 feet to the east line of Eastbrook Estates Condominiums; Thence North 12°18'54" West along said east line, 241.57 feet; Thence North 00°04'13" West along said east line, 282.47 feet to the south line of West Eastbrook Drive; Thence South 89°11'16" East along said south line, 229.92 feet to the Point of Beginning.



DATE: APRIL 29, 2025
REVISED: MAY 21, 2025

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Mequon on this _____ day of _____, 2025.

Date _____ Andrew Nerbun, Chairman

Date _____ Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Mequon, Wisconsin, on this _____ day of _____, 2025.

Date _____ Andrew Nerbun, Mayor

Date _____ Caroline Fochs, City Clerk



UNITS = 2, 3, 6, 7 & 10
unexcavated
802 SQ. FT.

UNITS = 1, 4, 5, 8 & 9
unexcavated
793 SQ. FT.

FOUNDATION PLAN
NOT TO SCALE

- NOTES:**
- Buildings shown represent proposed construction.
 - Stoops, patios, sidewalks, decks, planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
 - Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

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

PEG JOB#1163.00
SHEET 2 OF 4

www.pinnacle-engr.com

Attachment: Eastbrook Condo Plat (RESOLUTION 4218 : Eastbrook Drive LLC Condo Plat)

CONDOMINIUM PLAT OF EASTBROOK PLACE A CONDOMINIUM

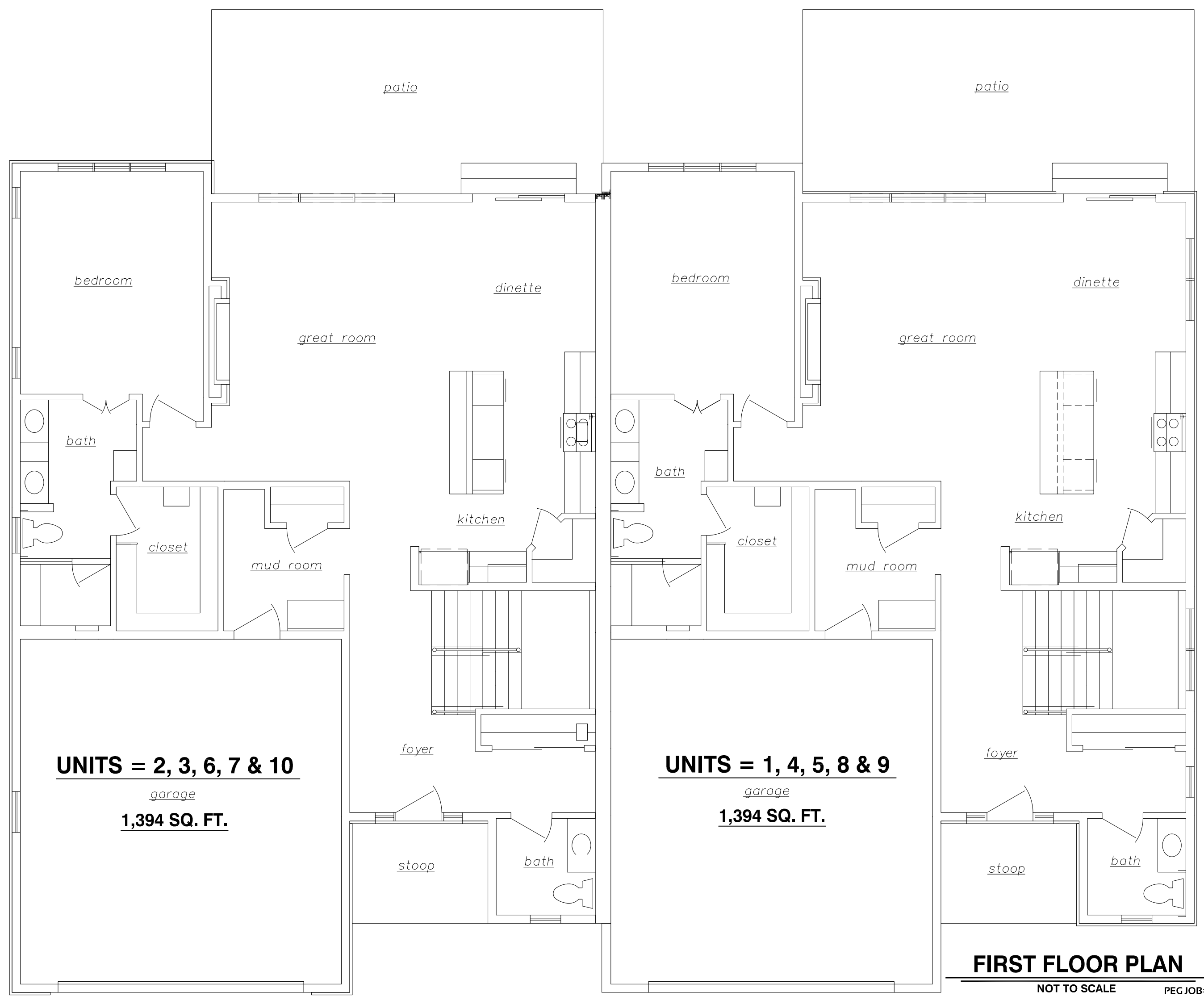
Being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin



DATE: APRIL 29, 2025
REVISED: MAY 21, 2025

NOTES:
- Buildings shown represent proposed construction.
- Stoops, patios, sidewalks, decks, planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.

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



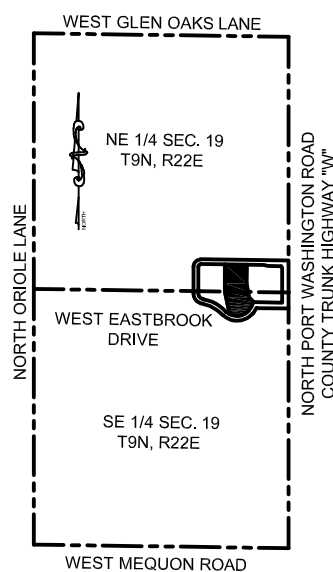
FIRST FLOOR PLAN
NOT TO SCALE PEG JOB#1163.00
SHEET 3 OF 4

www.pinnacle-engr.com

CONDOMINIUM PLAT OF EASTBROOK PLACE A CONDOMINIUM

Being a part of the Southeast 1/4 of the
Northeast 1/4 and the Northeast 1/4 of the
Southeast 1/4 of Section 19, Township 9
North, Range 22 East,
City of Mequon,
Ozaukee County, Wisconsin

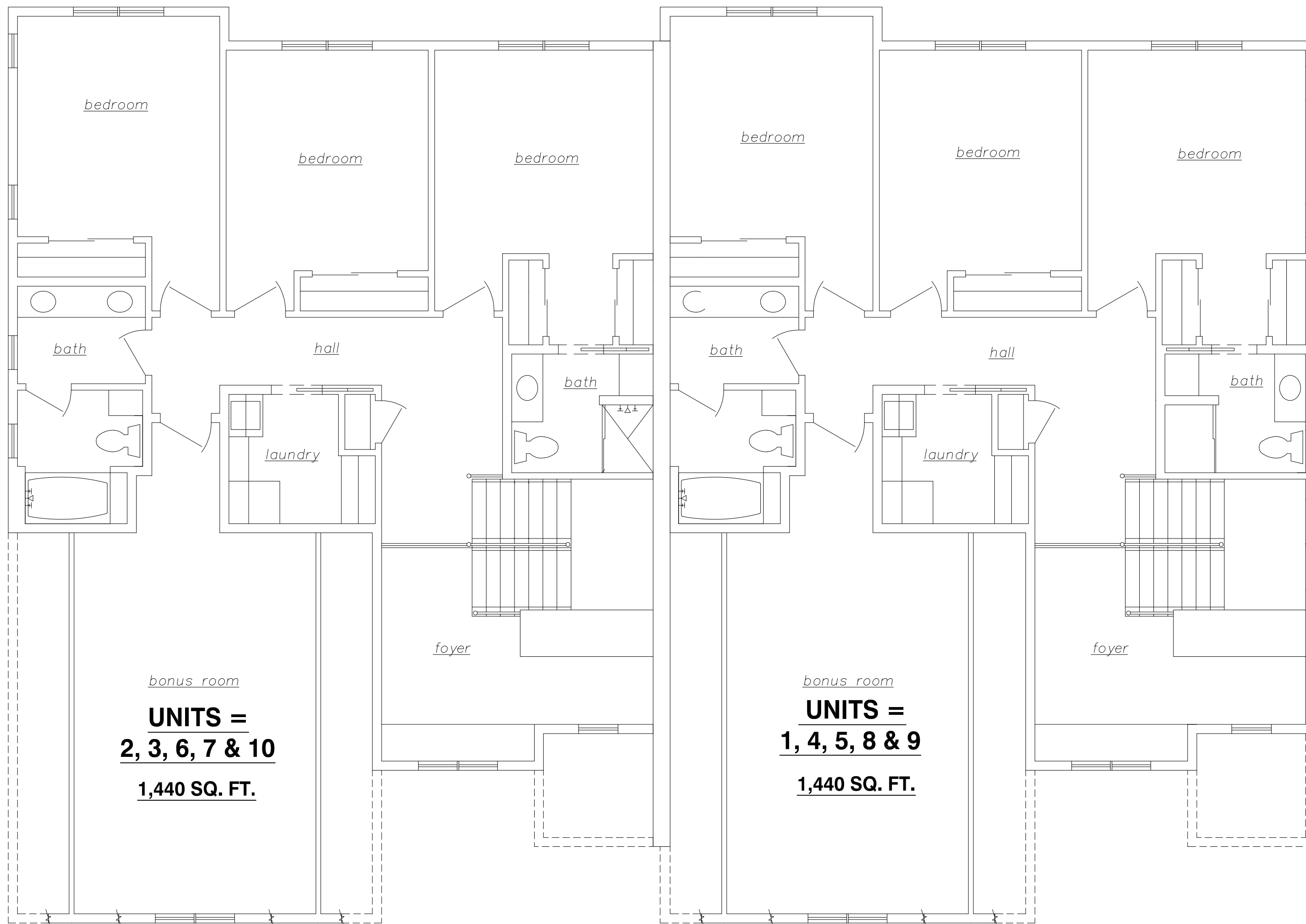
VICINITY SKETCH
SCALE 1"=2000'



DATE: APRIL 29, 2025
REVISED: MAY 21, 2025

NOTES:

- Buildings shown represent proposed construction.
- Stoops, patios, sidewalks, decks, planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
- Square foot areas are approximate, taken from architectural plans of record, not measured as-built and do not include possible changes requested by purchaser.



bonus room
UNITS =
2, 3, 6, 7 & 10
1,440 SQ. FT.

bonus room
UNITS =
1, 4, 5, 8 & 9
1,440 SQ. FT.

SECOND FLOOR PLAN

NOT TO SCALE

www.pinnacle-engr.com

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

PINNACLE ENGINEERING GROUP

PEG JOB#1163.00
SHEET 4 OF 4



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2902
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: August 12, 2025
SUBJECT: RESOLUTION 4219 A Resolution Approving a Final Plat for The Enclave at Mequon Preserve - Phase VIII, a Thirteen (13) Lot Single-Family Home Development Located Immediately North of 8200 W. Donges Bay Road

Background

The applicant, Mequon I, LLC, is requesting final plat approval for the Enclave at Mequon Preserve - Phase VIII, consisting of 13 lots (Lots 101 to 113) on the property located at the west end of West Preserve Parkway and immediately north of 8900 W. Donges Bay Road. The preliminary plat was approved on January 13, 2020. The phase generally includes approximately 650 feet of roadway extension, sewer and water extension, and storm sewer.

Analysis

The developer requests final plat approval for this subdivision, which includes 13 single-family lots. The final plat is consistent with the approved preliminary plat. All of the improvements associated with this phase have been installed in accordance with the development agreement.

Fiscal Impact

The 13-lot phase is estimated to be valued at \$700,000/lot and home package, resulting in estimated annual City tax revenue of approximately \$133,000.

As the City continues to grow through development and contributions of infrastructure assets, the addition of these new assets, including utilities 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.

The development included the extension of public assets and utilities including approximately:

- 650 feet of street with curb and gutter (approximately \$246,000 value)
- 450 feet of storm sewer main (approximately \$80,000 value)
- 570 feet of sump collector (approximately \$17,000 value)
- Street signs (approximately \$6,500 value)
- 650 feet of 8-inch water main (approximately \$61,000 value)
- 630 feet of 8-inch sanitary sewer (approximately \$170,000 value)

Recommendation

On July 28, 2025, the Planning Commission recommended approval by a vote of 5-0.

Attachments:
Enclave Phase VIII Final Plat (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4219

A Resolution Approving a Final Plat for The Enclave at Mequon Preserve - Phase VIII, a Thirteen (13) Lot Single-Family Home Development Located Immediately North of 8200 W. Donges Bay Road

RECITALS

A. The Common Council granted approval for The Enclave at Mequon Preserve - Phase VIII Subdivision, a 13-lot development, on November 11, 2019, and the preliminary plat for the subdivision was approved on January 13, 2020.

B. The developer has sought approval of the final plat for the development, which consists of 13 single-family homes.

C. The Planning Commission granted Final Plat approval for the property on July 28, 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 the Enclave at Mequon Preserve - Phase VIII is approved, that the appropriate City officials are hereby authorized to execute the same, and upon completion of all required conditions of the Planning Commission on July 28, 2025, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

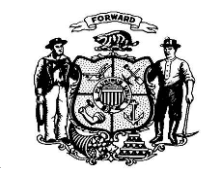
THE ENCLAVE AT MEQUON PRESERVE VIII

PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, BEING PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

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.

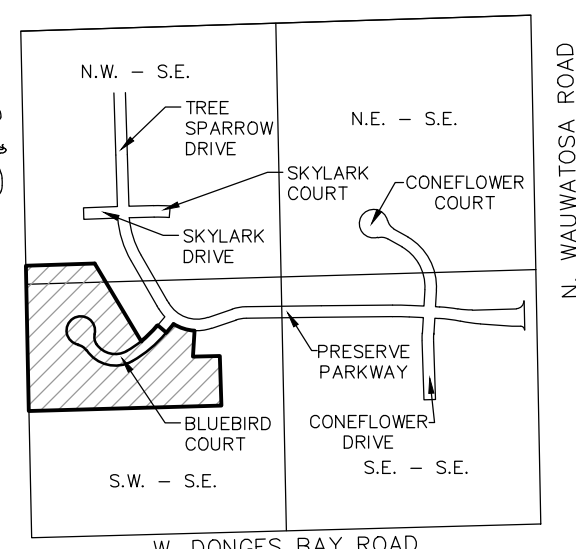
Certified _____, 20__

Department of Administration



ISSUED DATE: APRIL 21, 2025
REVISED DATE: JUNE 23, 2025

LOCATION MAP



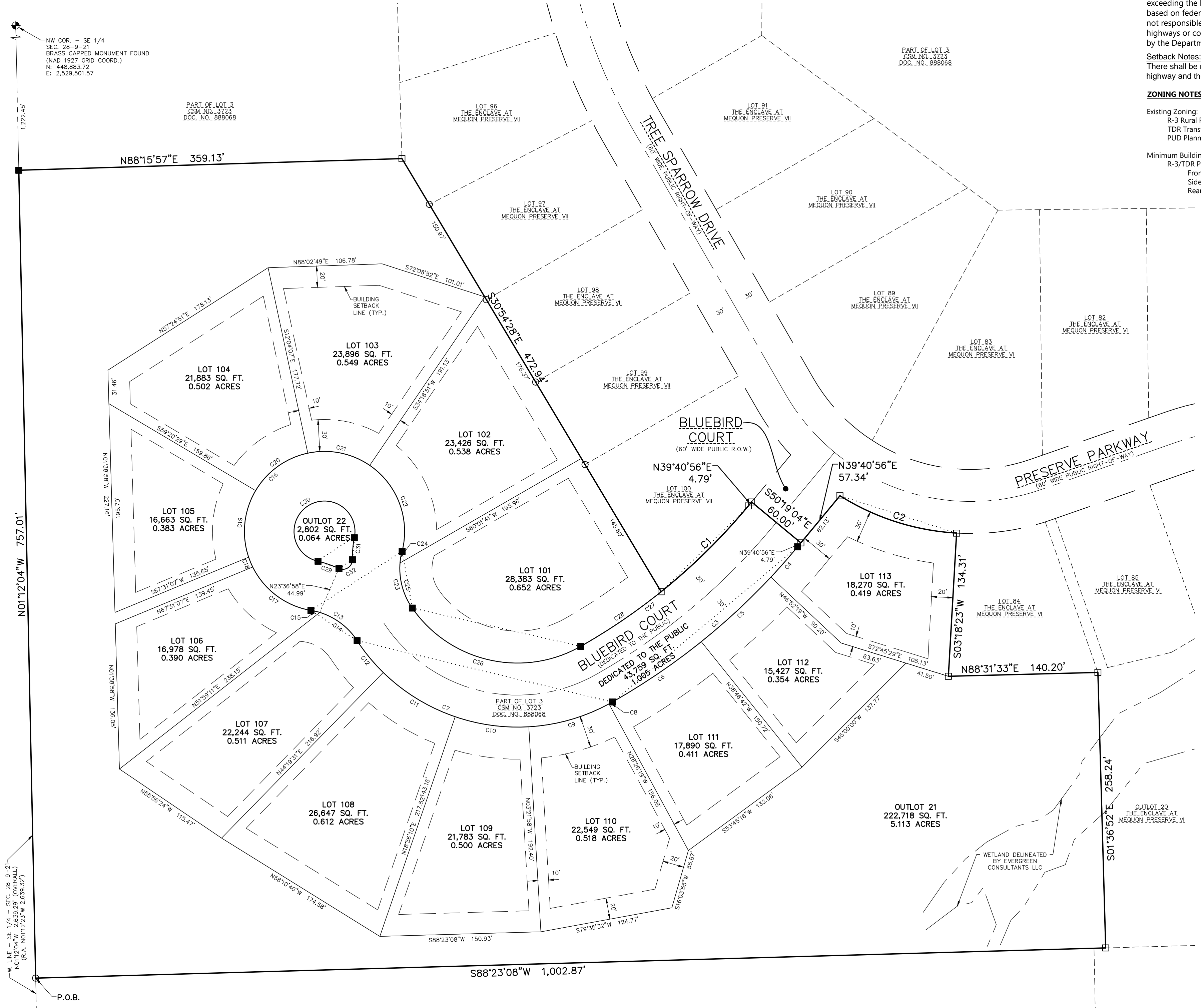
SE 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SCALE: 1" = 1000'

THE ENCLAVE AT MEQUON PRESERVE VIII SUBDIVISION

TOTAL AREA
545,321 SQ. FT.
12.519 ACRES

| CURVE | ARC LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH | CENTRAL ANGLE | TANGENT | TANGENT |
|-------|------------|---------|---------------|--------------|---------------|-------------|-------------|
| C1 | 114.80' | 570.00' | N45°27'07"E | 114.60' | 011°32'21" | N51°13'18"E | N39°40'56"E |
| C2 | 115.94' | 230.00' | S72°15'11"E | 114.71' | 028°52'52" | S57°48'44"E | S86°41'37"E |
| C3 | 227.57' | 630.00' | N50°01'50"W | 226.33' | 020°41'47" | N60°22'43"E | N39°40'56"E |
| C4 | 37.89' | 630.00' | N41°24'19"E | 37.88' | 003°26'45" | N39°40'56"E | N43°07'41"E |
| C5 | 88.99' | 630.00' | N47°10'30"E | 88.92' | 008°05'36" | N43°07'41"E | N51°13'18"E |
| C6 | 100.69' | 630.00' | N55°48'01"E | 100.58' | 009°09'26" | N51°13'18"E | N60°22'43"E |
| C7 | 271.03' | 180.00' | S76°29'09"E | 246.14' | 086°16'15" | S33°21'02"E | N60°22'43"E |
| C8 | 3.72' | 180.00' | N60°58'12"E | 3.72' | 001°10'58" | N60°22'43"E | N61°33'41"E |
| C9 | 78.77' | 180.00' | N74°05'51"E | 78.14' | 025°04'20" | N61°33'41"E | N86°38'02"E |
| C10 | 70.06' | 180.00' | S82°12'54"E | 69.62' | 022°18'08" | N86°38'02"E | S71°03'50"E |
| C11 | 79.76' | 180.00' | S58°22'10"E | 79.11' | 025°23'21" | S71°03'50"E | S45°40'29"E |
| C12 | 38.72' | 180.00' | S39°30'46"E | 38.64' | 012°19'27" | S45°40'29"E | S33°21'02"E |
| C13 | 53.15' | 65.00' | N56°46'32"W | 51.68' | 045°51'01" | N33°21'02"W | N80°12'03"W |
| C14 | 44.69' | 65.00' | S53°02'44"E | 43.81' | 039°23'25" | S33°21'02"E | S72°44'27"E |
| C15 | 8.46' | 65.00' | S76°28'15"E | 8.46' | 007°27'36" | S72°44'27"E | S80°12'03"E |
| C16 | 359.35' | 75.00' | S57°03'40"W | 101.80' | 274°31'25" | N14°19'22"E | S80°12'03"E |
| C17 | 70.55' | 75.00' | S53°15'08"E | 67.98' | 053°53'49" | S80°12'03"E | S26°18'14"E |
| C18 | 10.01' | 75.00' | S22°28'53"E | 10.00' | 007°38'42" | S26°18'14"E | S18°39'31"E |
| C19 | 64.56' | 75.00' | S08°00'00"W | 62.58' | 049°19'02" | S18°39'31"E | S30°39'31"W |
| C20 | 61.88' | 75.00' | S54°17'42"W | 60.14' | 047°16'22" | S30°39'31"W | S77°55'53"W |
| C21 | 60.71' | 75.00' | N78°52'38"W | 59.07' | 046°22'58" | S77°55'53"W | N55°41'09"W |
| C22 | 91.64' | 75.00' | N20°40'54"W | 86.05' | 070°00'32" | N55°41'09"W | N14°19'22"E |
| C23 | 55.70' | 65.00' | S10°13'30"E | 54.01' | 049°05'44" | N14°19'22"E | S34°46'21"E |
| C24 | 11.02' | 65.00' | N09°27'59"E | 11.01' | 009°42'47" | N14°19'22"E | N04°36'35"E |
| C25 | 44.68' | 65.00' | N15°04'53"W | 43.80' | 039°22'57" | N04°36'35"E | N34°46'21"W |
| C26 | 177.71' | 120.00' | S77°11'49"E | 161.91' | 084°50'55" | S34°46'21"E | N60°22'43"E |
| C27 | 205.90' | 570.00' | N50°01'50"E | 204.78' | 020°41'47" | N60°22'43"E | N39°40'56"E |
| C28 | 91.10' | 570.00' | S55°48'01"W | 91.00' | 009°09'26" | S60°22'43"W | S51°13'18"W |
| C29 | 21.56' | 123.50' | N71°01'40"W | 21.53' | 010°00'10" | N76°01'45"W | N66°01'35"W |
| C30 | 132.38' | 28.50' | N57°02'27"E | 41.64' | 266°08'23" | S10°06'38"W | N76°01'45"W |
| C31 | 21.56' | 123.50' | S05°06'33"W | 21.53' | 010°00'10" | S00°06'28"W | S10°06'38"W |
| C32 | 17.89' | 9.00' | S57°02'27"W | 15.08' | 113°51'57" | N66°01'35"W | S00°06'28"W |



D.O.T. HIGHWAY RESTRICTIONS

Noise Notes:
The lots of this land division may experience noise at the levels exceeding the levels in §Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

Setback Notes:
There shall be no improvements or structures placed between the highway and the setback line.

ZONING NOTES:

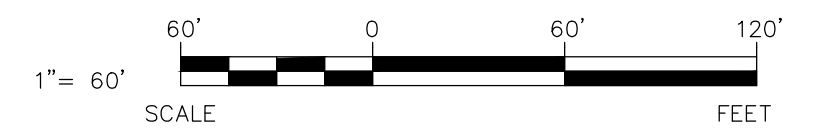
Existing Zoning:
R-3 Rural Residential Detached
TDR Transfer of development rights
PUD Planned Unit Development

Minimum Building Setbacks:
R-3/TDR PUD
Front: 30 feet
Side: 10 feet
Rear: 20 feet

LEGEND:

- 1-1/4" X 18" REBAR SET WEIGHING 4.30 LB/FT.
- 3/4" REBAR FOUND
- 1-1/4" REBAR FOUND
- SECTION CORNER MONUMENT FOUND

ALL OTHER CORNERS MARKED BY A SET 3/4" X 18" REBAR WEIGHING 1.50 LB/FT.



NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927). THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 28-9-21 HAS A BEARING OF 01°-12'-04" WEST.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDRETH OF A FOOT. LINEAR MEASUREMENTS ARE GROUND LEVEL DISTANCES UNLESS OTHERWISE NOTED. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF-SECONDS.

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Phone: (920) 926-8900
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JOB NO. 240256800

Attachment: Enclave Phase VIII Final Plat (RESOLUTION 4219 - Final Plat Enclave Phase VIII)

THE ENCLAVE AT MEQUON PRESERVE VIII

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____



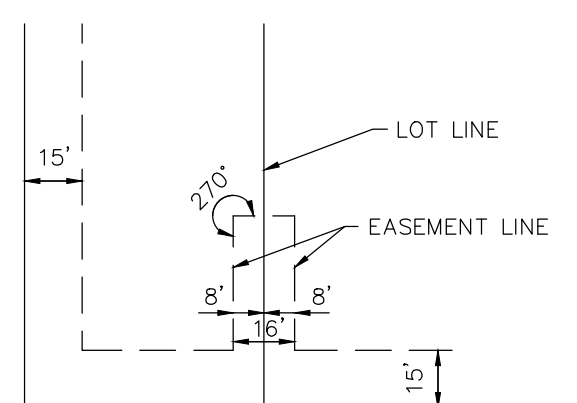
Department of Administration

ISSUED DATE: APRIL 21, 2025
REVISED DATE: JUNE 23, 2025

D.O.T. HIGHWAY RESTRICTIONS

Noise Notes:
The lots of this land division may experience noise at the levels exceeding the levels in §Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

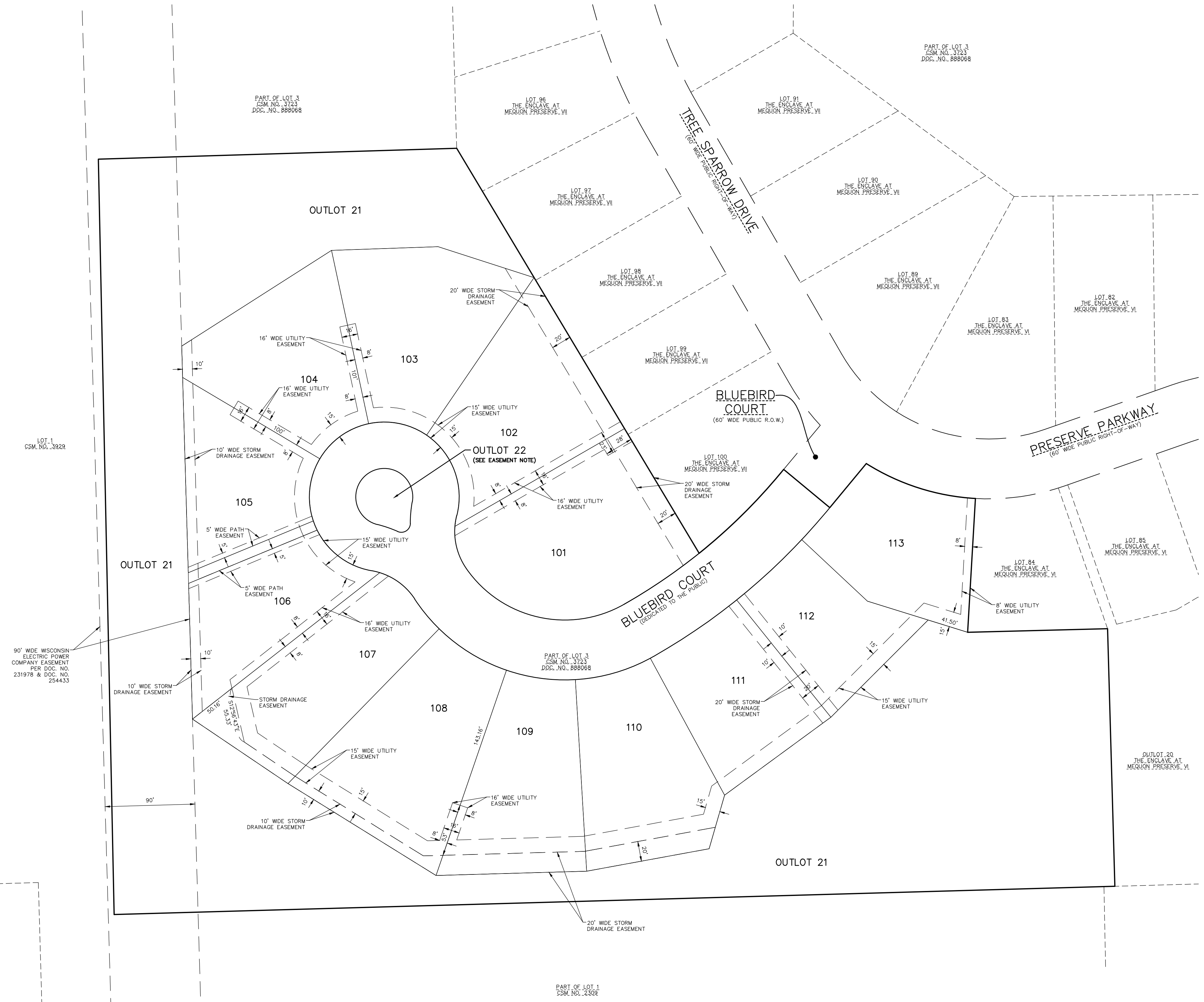
Setback Notes:
There shall be no improvements or structures placed between the highway and the setback line.



TYPICAL UTILITY EASEMENT DETAIL
NO SCALE

Stormwater Management Maintenance Notes
See Sheet 3 for Stormwater Management Notes

Outlot Easement Note
A Public Utility Easement for sanitary sewer, storm sewer and water main blankets the overall limits of Outlot 22.



LOT 1
CSM NO. 3828

PART OF LOT 3
CSM NO. 3723
DDC NO. 888068

LOT 96
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 91
THE ENCLAVE AT
MEQUON PRESERVE VII

PART OF LOT 3
CSM NO. 3723
DDC NO. 888068

LOT 97
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 90
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 98
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 89
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 82
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 83
THE ENCLAVE AT
MEQUON PRESERVE VI

BLUEBIRD COURT
(60' WIDE PUBLIC R.O.W.)

PRESERVE PARKWAY
(60' WIDE PUBLIC RIGHT-OF-WAY)

LOT 99
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 101
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 113
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 85
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 84
THE ENCLAVE AT
MEQUON PRESERVE VI

BLUEBIRD COURT
(DEDICATED TO THE PUBLIC)

PART OF LOT 3
CSM NO. 3723
DDC NO. 888068

LOT 111
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 112
THE ENCLAVE AT
MEQUON PRESERVE VI

LOT 108
THE ENCLAVE AT
MEQUON PRESERVE VII

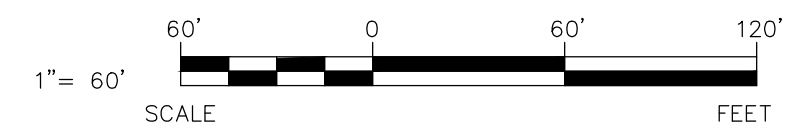
LOT 109
THE ENCLAVE AT
MEQUON PRESERVE VII

LOT 110
THE ENCLAVE AT
MEQUON PRESERVE VII

OUTLOT 20
THE ENCLAVE AT
MEQUON PRESERVE VI

PART OF LOT 1
CSM NO. 2308

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Attachment: Enclave Phase VIII Final Plat (RESOLUTION 4219 - Final Plat Enclave Phase VIII)

THE ENCLAVE AT MEQUON PRESERVE VIII

SHEET 3 OF 3 SHEETS

VOL.

PG.

PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 3723, BEING PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor hereby certify that, under the direction of Mequon I, LLC, I have surveyed, divided and mapped a parcel of land described hereon, part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds office as Document No. 888068, being a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North 01°-12'-04" West along the West line of said Southeast 1/4, a distance of 659.83 feet to the Southwest corner of said Lot 3, said point being the point of beginning; thence continuing North 01°-12'-04" West along said West line, a distance of 757.01 feet; thence North 88°-15'-57" East, a distance of 359.13 feet to a Westerly line of The Enclave at Mequon Preserve VII Subdivision, recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558; thence South 30°-54'-28" East along said Westerly line, a distance of 472.94 feet to the Southerly most corner of said Subdivision; thence Northeasterly 114.80 feet along a Southerly line of said Subdivision on a curve to the left having a radius of 570.00 feet, the chord of said curve bears North 45°-27'-07" East, a chord distance of 114.60 feet; thence North 39°-40'-56" East along said Southerly line, a distance of 4.79 feet to the Westerly right-of-way line of Bluebird Court; thence South 50°-19'-04" East along said Westerly line, a distance of 60.00 feet to the Southerly right-of-way line of Bluebird Court; thence North 39°-40'-56" East along said Southerly line, a distance of 57.34 feet to the Southerly right-of-way line of Preserve Parkway; thence Southeasterly 115.94 feet along said Southerly line on a curve to the left having a radius of 230.00 feet, the chord of said curve bears South 72°-15'-11" East, a chord distance of 114.71 feet to the Northwest corner of Lot 84 of The Enclave at Mequon Preserve VI Subdivision, recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354; thence South 03°-18'-23" West along the West line of said Lot 84, a distance of 134.31 feet to the Southwest corner of said Lot 84; thence North 88°-31'-33" East along the South line of said Lot 84, a distance of 140.20 feet to the Southeast corner of said Lot 84; thence South 01°-36'-52" East along the West line of Outlot 20 of said The Enclave at Mequon Preserve VI, a distance of 258.24 feet to the South line of Lot 3 of said Certified Survey Map No. 3723; thence South 88°-23'-08" West along said South line, a distance of 1,002.87 feet to the point of beginning and containing 12.519 acres (545,321 sq. ft.) of land more or less.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Mequon in surveying, dividing, and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647
ryan.wilgreen@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
ISSUED DATE: APRIL 21, 2025
REVISED DATE: JULY 23, 2025

UTILITY EASEMENT PROVISIONS (PRIVATE)

An easement for electric, natural gas, and communications service is hereby granted by MEQUON I, 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. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

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

Stormwater Management Maintenance Agreement

1. Outlot 21 is to be used for Stormwater Management purposes.
2. The lot owner(s) or their successors and/or assigns (herein after referred to as the responsible parties) shall be responsible for maintenance of the stormwater management measures.
3. The responsible parties shall maintain the stormwater management measures in accordance with the approved stormwater management plan on file in the offices of the City as required by the City construction, site erosion control and stormwater management ordinance.
4. In the event that the stormwater management facilities located on Outlot 21 are not being maintained per the approved stormwater management plan, the City is hereby granted an easement to access the property to complete stormwater management maintenance measures.

OWNER'S CERTIFICATE OF DEDICATION

Mequon I, 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.

Mequon I, LLC, does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

1. Department of Administration
2. City of Mequon

In witness whereof, Mequon I, LLC, has caused these presents to be signed by its official officer(s) of said limited liability company at

Madison, Wisconsin this ____ day of _____, 20__.

Mequon I, LLC
By: Forgewell Building Group, LLC, its sole member

By: _____
Chris Ehlers, Authorized Representative

STATE OF _____)

COUNTY OF _____) S.S

Personally came before me this ____ day of _____, 20__, the above named officer(s) of the above named Mequon I, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

Associated Bank N.A., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above Owner's Certificate.

In witness whereof, the said Associated Bank N.A. has caused these presents to be signed by Bryan Schreiter, its Vice President, at _____,
Wisconsin this ____ day of _____, 20__.

Associated Bank N.A.

Bryan Schreiter, Vice President

STATE OF WISCONSIN)

COUNTY OF _____) S.S

Personally came before me this ____ day of _____, 20__, Bryan Schreiter of the above named banking association to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, _____ County, WI
My Commission Expires: _____

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of THE ENCLAVE AT MEQUON PRESERVE VIII SUBDIVISION in the City of Mequon, is hereby approved by the Common Council.

All conditions have been met as of this ____ day of _____, 20__.

Andrew Nerburn, Mayor

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Common Council of the City of Mequon on this ____ day of _____, 20__.

Caroline Fochs, City Clerk

COUNTY TREASURER'S CERTIFICATE

I, Sandra Tretow, being the duly elected, qualified, and acting Treasurer of the County of Ozaukee, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this ____ day of _____, 20__ affecting the land included in the plat of THE ENCLAVE AT MEQUON PRESERVE VIII SUBDIVISION.

Sandra Tretow, Treasurer, Ozaukee County, Wisconsin


CITY TREASURER'S CERTIFICATE

I, Brenda Arnett, being the duly appointed, qualified, and acting Director of Finance of 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 lands included in the plat of THE ENCLAVE AT MEQUON PRESERVE VIII SUBDIVISION.

Brenda Arnett, Director of Finance, City of Mequon

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 

OWNER / DEVELOPER:
MEQUON I, LLC
6801 S. TOWNE DR.
MADISON, WI 53713

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800



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JOB NO. 240256800

Attachment: Enclave Phase VIII Final Plat (RESOLUTION 4219 : Final Plat Enclave Phase VIII)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4220 A Resolution Authorizing Execution of a Memorandum of Understanding with the Milwaukee Metropolitan Sewerage District for the Replacement or Repair of an Estimated 120 Sanitary Laterals Through the Private Property Infiltration and Inflow Reduction Program

Background

In 2020, the Mequon Sewer Utility and the Milwaukee Metropolitan Sewerage District (MMSD) entered into a funding agreement for properties within the Lift Station F (Riverdale Park) and Lift Station H (Riverland Drive) sewersheds. The sewer lateral work was part of the Private Property Inflow and Infiltration (PPII) Reduction Program, and that includes multiple facets. These include televising and cleaning laterals, in addition to: (1) rehabilitation and grouting from mains; (2) locating laterals; (3) installation of external clean-outs; and (4) rehabilitation and grouting from external clean-outs.

The program included more than 100 volunteer properties where televising and cleaning laterals identified leaks which required rehabilitation. The Mequon Sewer Utility also installed external cleanouts, for access during grouting operations. After bidding the rehabilitation, MMSD only authorized a pilot program for 34 laterals due to concerns with high cost and effectiveness. The grouting contract was unsuccessful, and MMSD will not authorize further reimbursement for similar projects.

With the majority of standard, MMSD authorized, non-invasive rehabilitation methods exhausted, the only remaining PPII Reduction Program option is lateral repair/replacement. Mequon Sewer Utility staff were concerned about volunteer property owner's willingness to participate in the program, and issued a survey to those residents to confirm interest. Of the property owners that responded, 98% were interested in lateral replacement.

To preserve funding previously allocated to the project and to utilize other PPII Reduction Program funding, MMSD proposed a Memorandum of Understanding (MOU) that not only designates funding, but authorizes MMSD to administer the contract.

Analysis

With the City's Utilities Manager position still vacant, an MMSD administered project utilizing MMSD PPII Reduction Program funding is a best-case scenario for remaining staff. It provides resolutions for property owners who volunteered for a program that has not yielded satisfactory results to date. It also saves Mequon Sewer Utility staff the time and resources required to issue bidding documents, administer a contract and fulfill MMSD reimbursement requirements.

Per the MOU, the anticipated Project shall consist of public outreach, design, and construction for the replacement or repair of an estimated 120 sanitary laterals and associated work.

Please note that a number of external cleanouts were installed and left high, sticking a few inches or upwards of more than a foot out of the ground. Regardless of whether the property owner opts to participate in further offerings of the PPII Reduction Program, Mequon Sewer Utility staff intends to offer the opportunity for cleanouts to be cut to grade. The final configuration, per Standard Specifications, would be installed at the cost of the Mequon Sewer Utility. The attached resolution authorizes Mequon Sewer Utility staff to offer that service to property owners. Accordingly, a future contract award would come before the Sewer Utility District Commission for subsequent authorization.

Pending approval of this proposed resolution, Mequon Sewer Utility staff will issue a project closeout package which includes:

- Summary of the televising report and current status of the lateral.
- Offer for external cleanouts to be cut to grade, per standard specifications.
- Instructions for property owners to obtain a permit to have external cleanouts cut to grade by a contractor of their cost and choosing, should the property owner opt out of the City's program.
- Instructions on how the property owner may participate in the MMSD contract.
- A thank you from the Mequon Sewer Utility for participating in the project.

Fiscal Impact

The proposed MOU utilizes MMSD PPII Reduction Program funding designated for the City of Mequon. The source of that funding is in part from the fees that the Mequon Sewer Utility pays to MMSD. Authorizing the MOU secures the funding for this project, reducing the amount subject to surrendering due to lack of utilization. The estimated value of the project is \$630,161 and requires no additional direct costs from sewer rate payers.

Recommendation

A recommendation is forthcoming by the Sewer Utility District Commission on August 12, 2025.

Attachments:

MMSD-Mequon MOU re PPII Funding (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4220

A Resolution Authorizing Execution of a Memorandum of Understanding with the Milwaukee Metropolitan Sewerage District for the Replacement or Repair of an Estimated 120 Sanitary Laterals Through the Private Property Infiltration and Inflow Reduction Program

RECITALS

A. The Milwaukee Metropolitan Sewerage District (MMSD) has established a Private Property Infiltration and Inflow Reduction Program to provide guidelines, requirements, and a funding structure for municipalities to complete infiltration and inflow reduction work on private property.

B. The City entered into Funding Agreements with MMSD as of March 6, 2020, identified as Contract Numbers M10003ME03 and M10003ME04, wherein the District agreed to provide \$237,310 to the City to conduct infiltration and inflow planning, investigation, and identification work concerning various private properties within its jurisdiction.

C. In order for MMSD and the City to capitalize on the investments made through the investigative and prioritization work already completed, MMSD wishes to reserve funds previously allocated to the City through the Program that have been surrendered and/or will be surrendered by the City as of October 1, 2025, in the amount of \$630,161.

D. The anticipated Project shall consist of public outreach, design, and construction for the replacement or repair of an estimated 120 sanitary laterals and associated work.

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

1. The Memorandum of Understanding with MMSD of Mequon, Wisconsin, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Mequon Sewer Utility staff is authorized to offer to property owners already included in current Private Property Infiltration and Inflow Reduction Program projects the option to have external cleanouts cut to grade at the cost of the Mequon Sewer Utility.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

PPII REDUCTION PROGRAM

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
AND
THE CITY OF MEQUON
(MOU No. M10005ME03)

This Memorandum of Understanding (“MOU”) is entered into as of the date of last signature below by and between the Milwaukee Metropolitan Sewerage District (the “District”), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin, 53204 and the City of Mequon (the “City”) with its municipal offices located at 11333 N. Cedarburg Road, Mequon, Wisconsin, 53092.

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (“Program”) to provide guidelines, requirements, and a funding structure for municipalities to complete infiltration and inflow reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“Policy”); and

WHEREAS, the City entered into Funding Agreements with the District as of March 6, 2020, identified as Contract Numbers M10003ME03 and M10003ME04, wherein the District agreed to provide \$237,310 to the City to conduct infiltration and inflow planning, investigation, and identification work concerning various private properties within its jurisdiction; and

WHEREAS, the City did identify multiple properties upon which the City anticipates undertaking Program work to reduce infiltration and inflow; and

WHEREAS, the District and the City have begun efforts to develop a comprehensive rehabilitation project (the “Project”) to undertake the aforementioned efforts but such project plans have not yet been finalized; and

WHEREAS, in order for the District and the City to capitalize on the investments already made through the investigative and prioritization work already completed, the District wishes to reserve funds previously allocated to the City through the Program that have been surrendered and/or will be surrendered by the City as of October 1, 2025, in the amount of \$630,161 (the “Funds”) so that the District can, per its discretion, commit said Funds to the Project.

NOW THEREFORE, the District and the City agree to the following under this MOU:

1. **TERM.** This MOU shall be effective upon the date of last signature below and shall end on December 31st, 2026 or the date that a funding agreement for the Project is fully executed, whichever date occurs first.

2. **PRESERVATION OF FUNDS.** Pursuant to Section 3.3 and Section 5.1.4 of the Policy, the City and District have consented to permit the District to hold the Funds for use under a subsequent design and construction funding agreement or agreements between the District and the City for the Project which is to be negotiated between the parties during the term of this MOU as further provided for under Section 1 of this MOU.

In the event that the term of this MOU expires without the execution of a subsequent design and construction funding agreement or agreements, the Funds shall be returned to the District capital budget in accordance with the Policy.

In the event that a Project funding agreement is fully executed, any portion of the Funds currently held by the District which ultimately are not utilized through the Project by the end date of such funding agreement will be returned to the District capital budget in accordance with the Policy.

3. **PROJECT DESCRIPTION.** The anticipated Project shall consist of public outreach, design, and construction for the replacement or repair of an estimated 120 sanitary laterals and associated work.
4. **SUBSEQUENT FUNDING AGREEMENT.** In the event that a subsequent funding agreement is executed between the parties for the Project, the terms and conditions of that subsequent funding agreement shall supersede the terms and conditions of this MOU.
5. **AMENDMENT.** Any modification to this MOU shall be in writing and signed by both the District and the City.
6. **SEVERABILITY.** If a court of competent jurisdiction finds any part of this MOU unenforceable, then the remainder of this MOU shall continue in full force and effect.
7. **APPLICABLE LAW.** The laws of the State of Wisconsin shall apply to this MOU.
8. **RESOLVING DISPUTES.** If a dispute arises under this MOU, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. Venue in any action brought under this MOU shall be proper only in either Circuit Court for Milwaukee or Ozaukee County or the United States District Court for the Eastern District of Wisconsin.
9. **NOTICES.** Unless otherwise set forth herein, all notices and other communications in connection with this MOU shall be in writing and shall be considered given as follows:
 - A. When delivered personally to the recipient's address as stated on this MOU; or

- B. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this MOU.
10. ASSIGNMENT. The City may not assign any rights or obligations under this MOU without the District's prior written approval.
11. INDEPENDENCE OF THE PARTIES. This MOU does not create a partnership. Neither party may contract on behalf of the other party.
12. AUTHORITY OF SIGNATORIES. Each person signing this MOU certified that the person is properly authorized by the party's governing body to execute this MOU.

*****REMAINDER OF PAGE LEFT BLANK INTENTIONALLY****

*****SIGNATURE PAGE TO FOLLOW*****

Milwaukee Metropolitan Sewerage District

City of Mequon

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Andrew Nerbun
Mayor

Date: _____

Date: _____

By: _____
Caroline Fochs, City Clerk

Date: _____

Approved as to form:

Attorney for the District

Approved as to form:

Attorney for the Municipality

Attachment: MMSD-Mequon MOU re PPII Funding (RESOLUTION 4220 : MMSD MOU PPII)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4221 A Resolution Declaring the Public Necessity and Adopting a Relocation Order for the Ranch Road Lift Station E Reconstruction Project

Background

In March 2024, the property at 2010 Ranch Road was listed for sale. On March 12, 2024, the Common Council authorized a resolution declaring the necessity and establishing the relocation order for the relocation and reconstruction of sanitary sewer Lift Station E and authorizing the purchase of the property at 2010 West Ranch Road. In May 2024, the Sewer Utility District Commission (SUDC) authorized 2010 West Ranch Road as the location for the construction of a new Lift Station E.

Since this time, Sewer Utility staff and the City's design consultant, ATI, have transitioned the project to the project site and progressed through preliminary into final design. The intent is to submit the design to MMSD and WDNR in mid-August. If all legal documents and regulatory approvals are granted as anticipated, the project will be bid later this fall, with a projected contract award in December. Thereafter, it is anticipated that it will take more than a year to complete construction of the new lift station, a transition of operations, and a decommissioning of the existing lift station.

In April this year, the Planning Commission approved a conditional use grant and approved the building and site plan for the lift station at 2010 Ranch Road. Subsequently, the City hosted an onsite neighborhood meeting on May 29. Sewer Utility staff and members of the design team answered residents' questions and offered a tour of the property, including survey staking for building corners, driveway, tree removal, tree planting, additional street trees required by the Planning Commission, and other critical design features. Resident comments regarding natural landscaping in the rear yard and restoration of the land after the existing lift station is decommissioned will be incorporated into the final design.

As previously obligated by Resolution 4125, this agenda item also fulfills a requirement that the design plan be brought back to the SUDC after approval by the Planning Commission. For reference, a full project history, including documentation and details, are available here: <https://www.cityofmequonwi.gov/publicworks/page/lift-station-e-ranch-road-reconstruction>.

Analysis

In addition to the generation of construction documents, the relocation of the lift station requires the following:

- Resolution of the status of 2010 Ranch Road in the River Bends Homes Association.
- Realignment of sanitary sewer easements for the final infrastructure layout.

The Relocation Order attached to this resolution authorizes staff to pursue the legal documents associated with those action items. With the authorization, the City Attorney and Sewer Utility staff can coordinate with the HOA to negotiate the appropriate legal documents.

Fiscal Impact

The fiscal impact is pending appraisal. The outlot itself is listed by the assessor with a land value of \$0 and the outlot is already encumbered by a sanitary easement for the existing lift station and infrastructure.

Future authorization will further contemplate payment(s) in exchange for removing the property from the Homeowner's Association (HOA). While the amount is to be determined, the value would intend to supplement the HOA for the loss of the parcel, while eliminating the Sewer Utility from cumbersome annual payments.

Recommendation

Wisconsin State Statute requires that the Relocation Order be authorized by the Public Works Committee and that recommendation is forthcoming on August 12, 2025. The resolution will be further recommended by the Sewer Utility District Commission on August 12, 2025.

Attachments:

Architectural Renderings (PDF)
 Ranch Road LS Relocation Order (PDF)
 Ranch Road - Schedule of Interests Acquired (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4221

A Resolution Declaring the Public Necessity and Adopting a Relocation Order for the Ranch
Road Lift Station E Reconstruction Project

RECITALS

A. The City of Mequon has determined it is necessary and in the public interest to replace and relocate the sanitary sewer lift station located on Ranch Road.

B. The Common Council has determined it necessary to acquire certain interests in property within the limits of the public improvement project as set forth in the Relocation Order, which is attached hereto as Exhibit A and incorporated herein by reference.

C. This Relocation Order is in accordance with Sections 32.05(1), 62.22(1)(a), 62.22(1m) and 62.22(4)(d) of the Wisconsin Statutes for the purpose of the within described public improvement project.

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

1. This Declaration of Public Necessity and Relocation Order is approved and adopted by the City of Mequon.

2. A certified copy of this resolution shall be filed with the Ozaukee County Clerk within twenty (20) days of its adoption and final approval.

3. City staff is authorized to proceed with the necessary acquisitions, including engaging an appraiser to complete the required appraisal(s).

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk



Architect
259 South Street, Suite A
Waukesha, WI 53186
p: 833-380-6180

Project Info. — 24169

Lift Station E Replacement

New Construction
W Ranch Road
Mequon, WI 53092

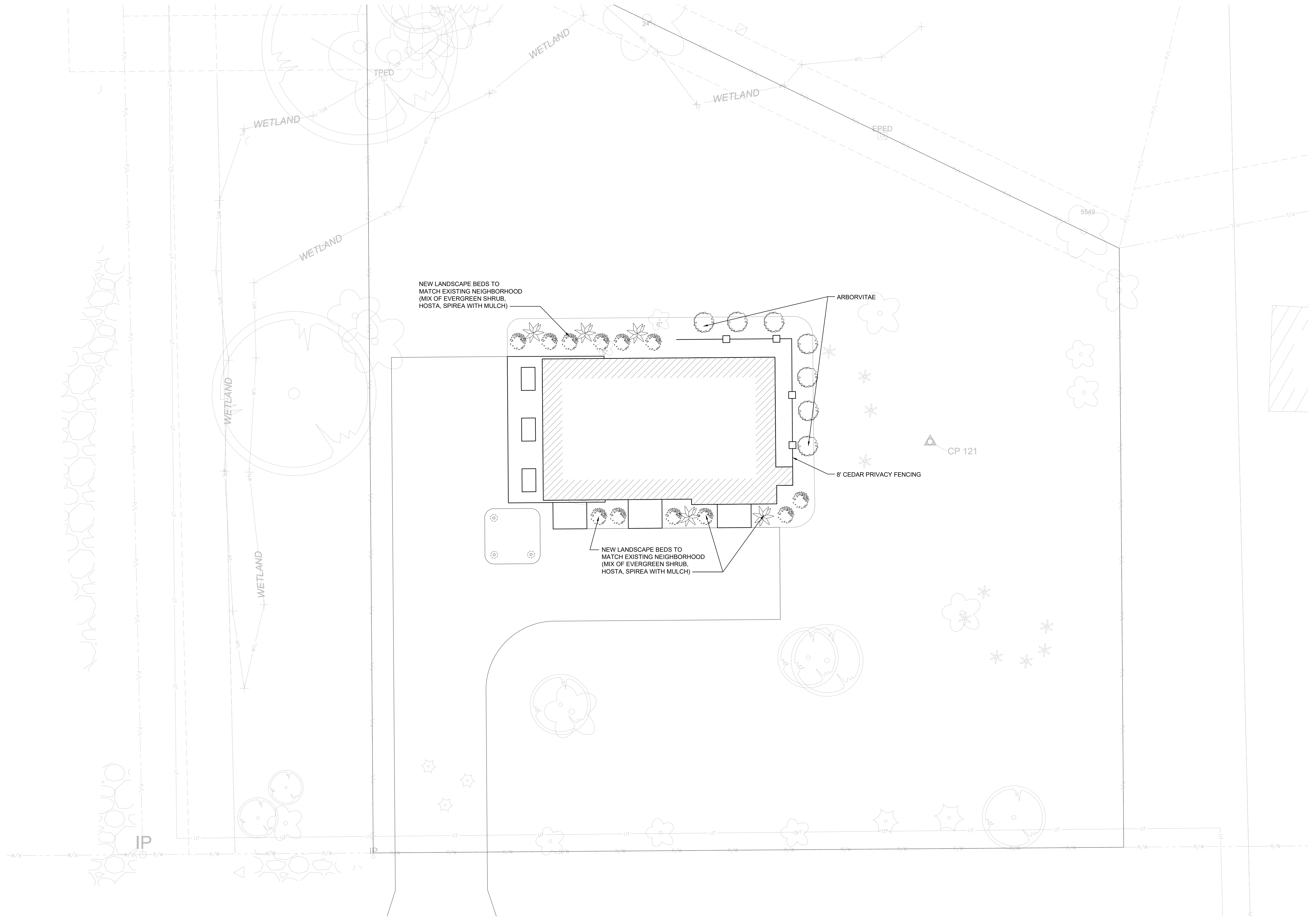
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LANDSCAPE PLAN

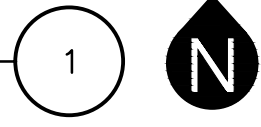
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Sheet No.
SP1.0



LANDSCAPE PLAN
SCALE: 1"=10'-0" (22x34)



NOT FOR CONSTRUCTION

Attachment: Architectural Renderings (RESOLUTION 421 : LS E Relocation Order)



Architect
259 South Street, Suite A
Waukesha, WI 53186
p: 833-380-6180

Project Info. — 24169

Lift Station E Replacement

New Construction
W Ranch Road
Mequon, WI 53092

Sheet Title

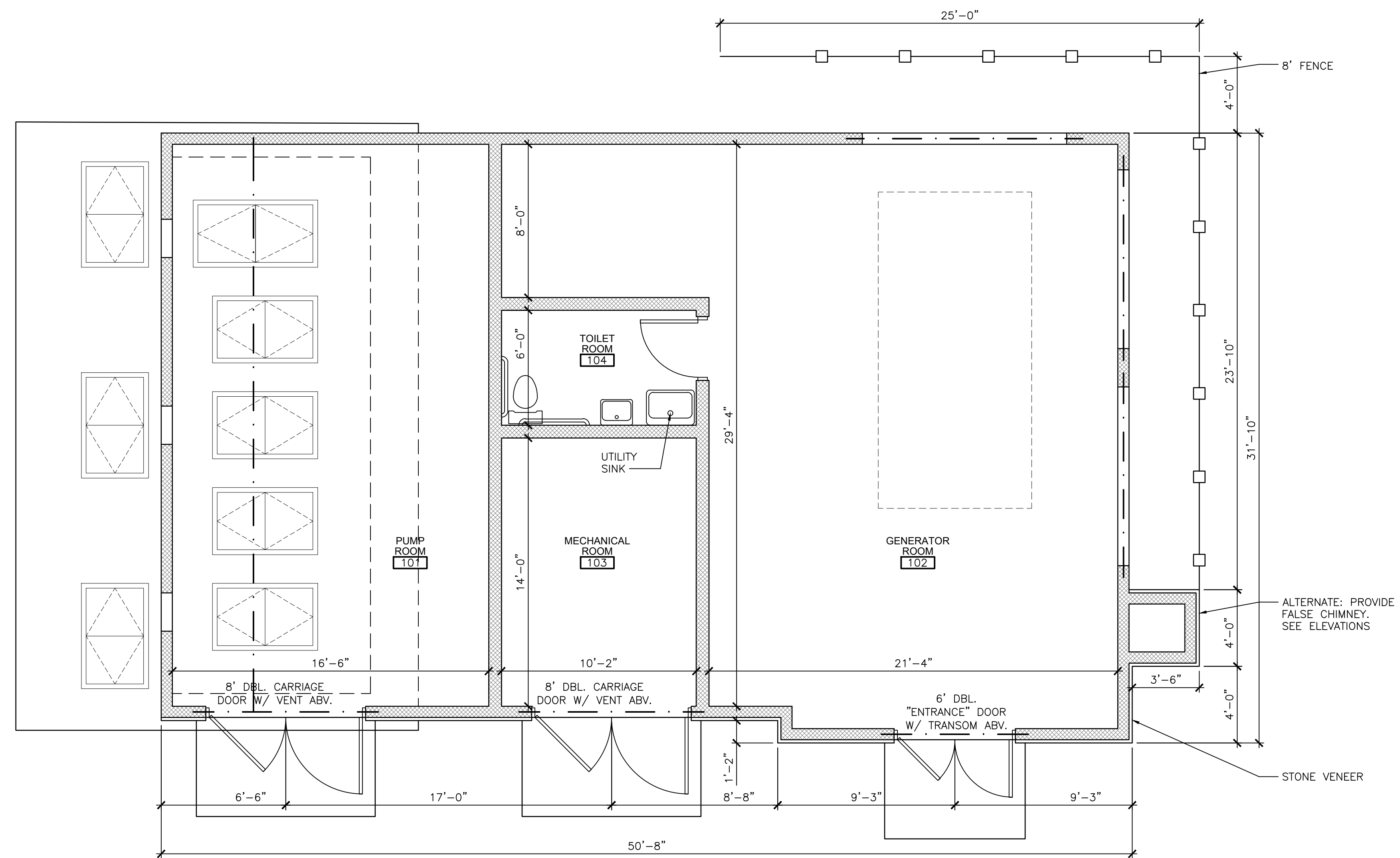
FLOOR PLAN

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NOT FOR CONSTRUCTION

FLOOR PLAN
SCALE: 1/4"=1'-0" (22x34); 1/8"=1'-0" (11x17)

1



Attachment: Architectural Renderings (RESOLUTION 4221 : LS E Relocation Order)

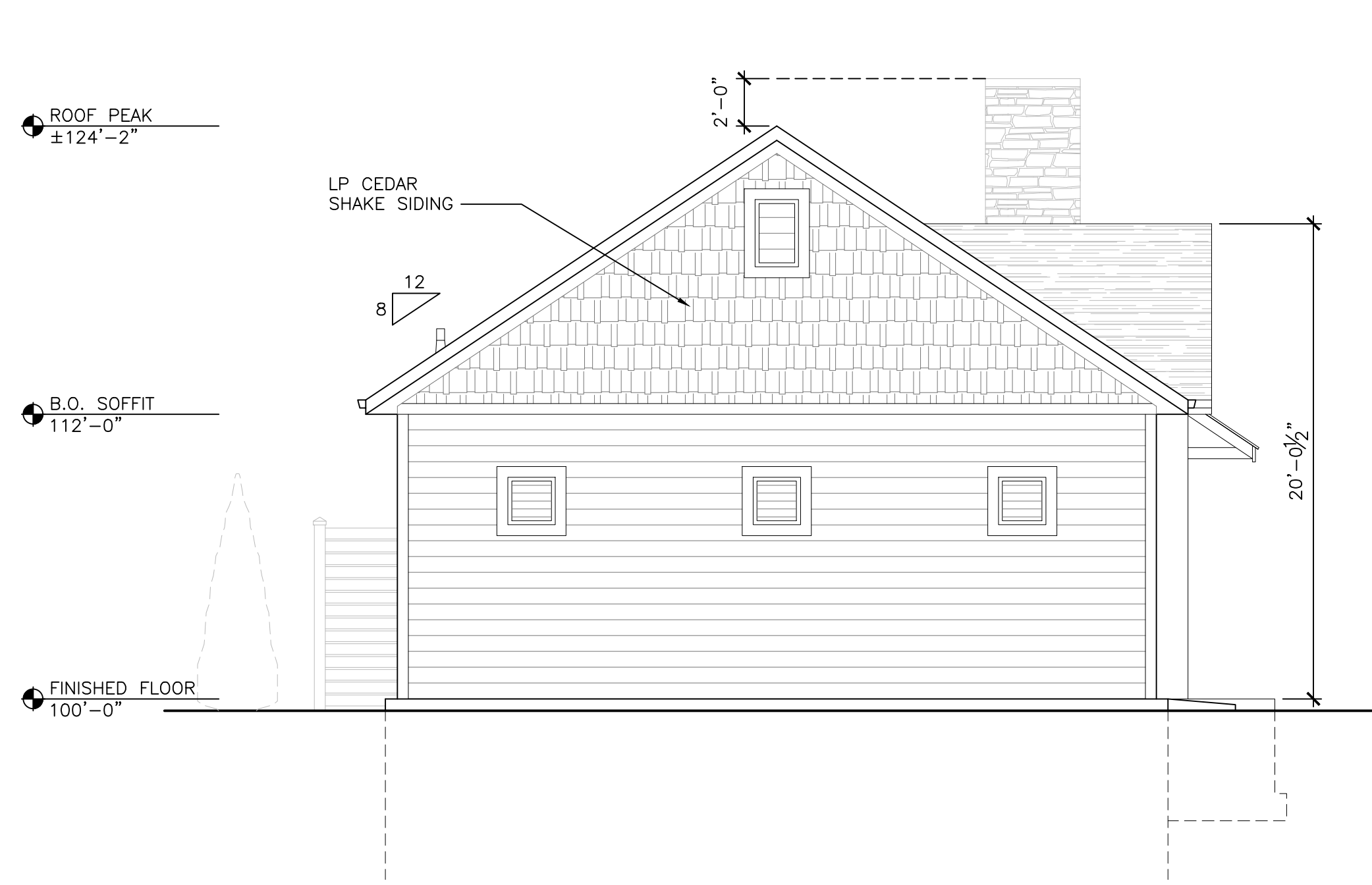
EXTERIOR ELEVATIONS

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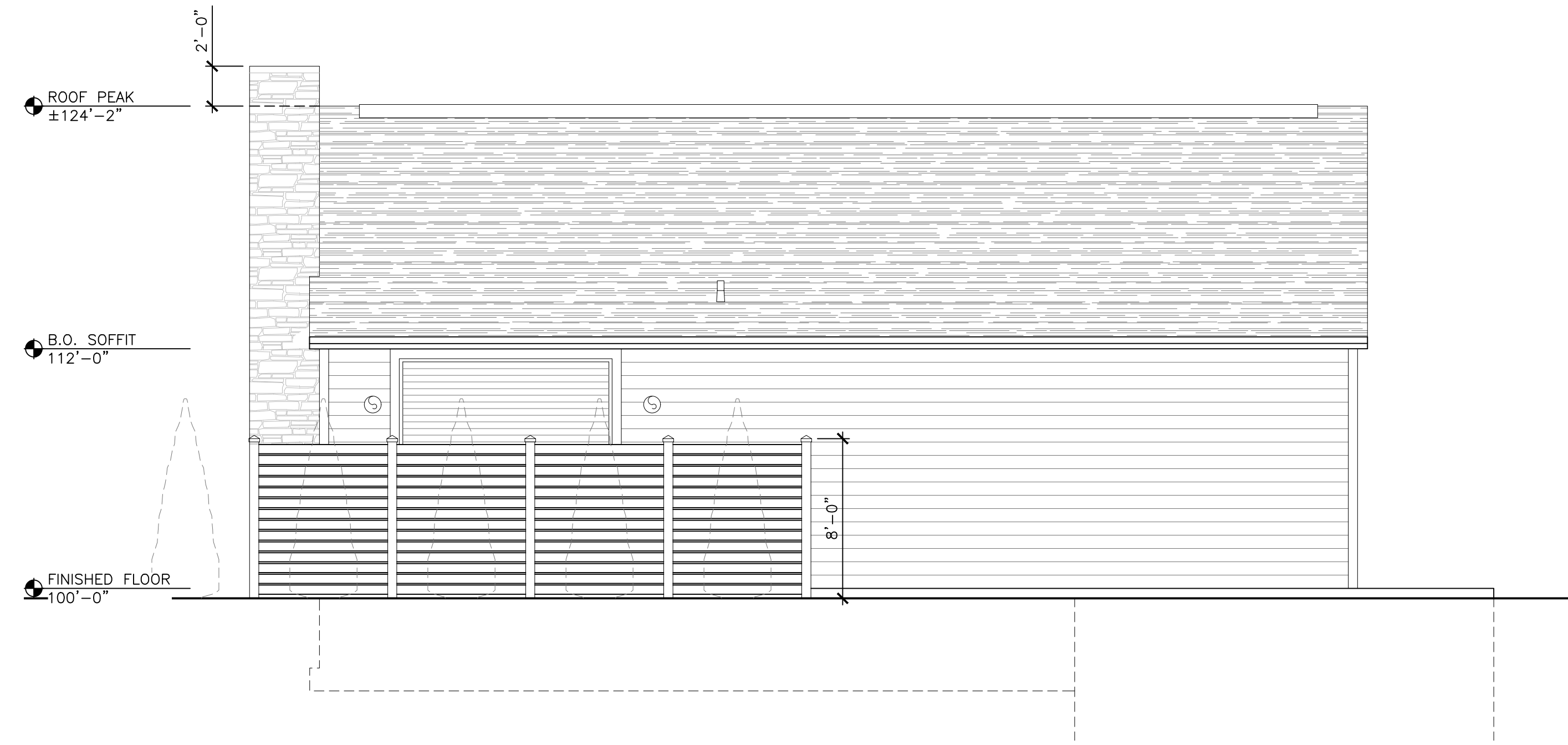
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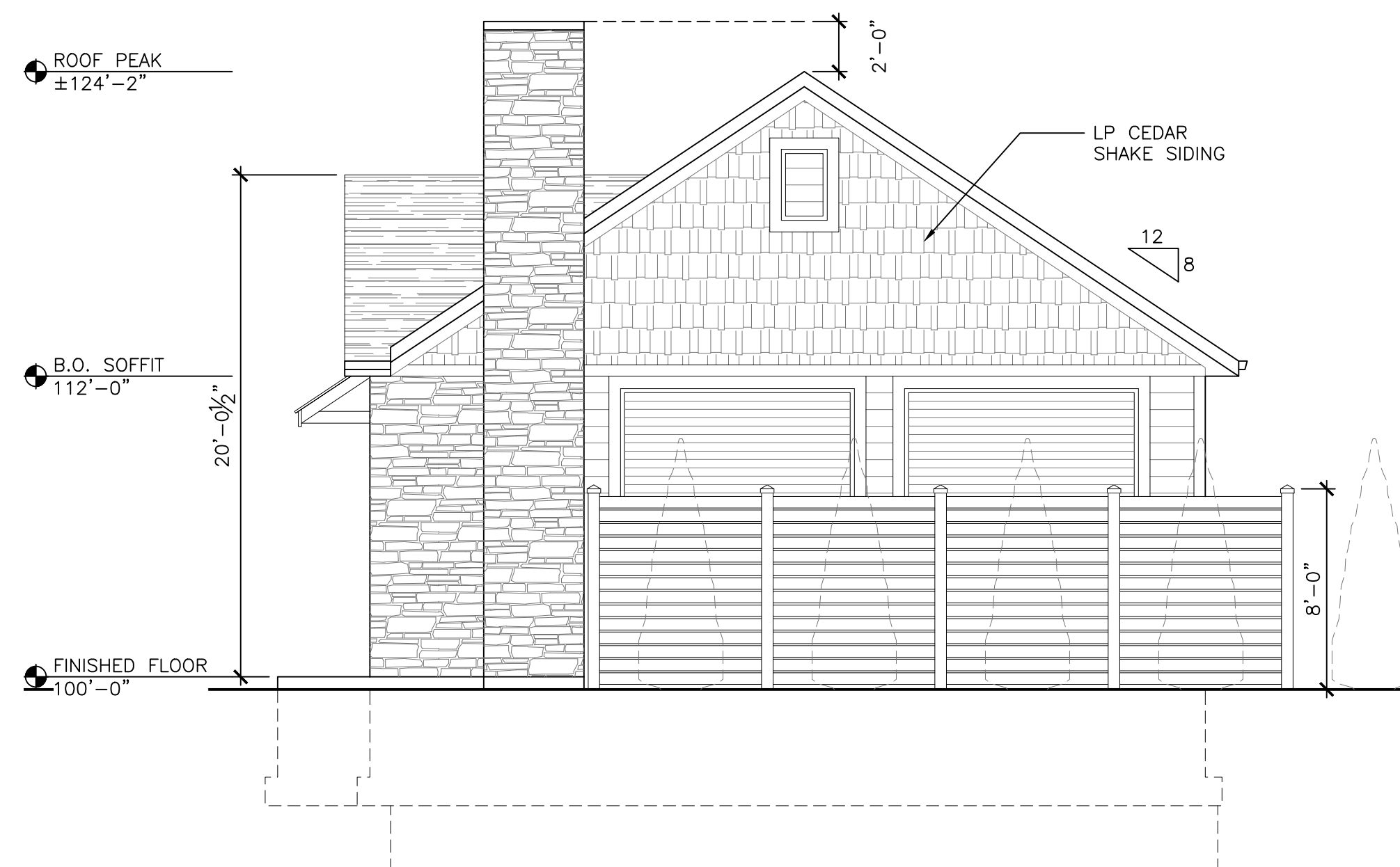
Attachment: Architectural Renderings (RESOLUTION 4221 : LS E Relocation Order)



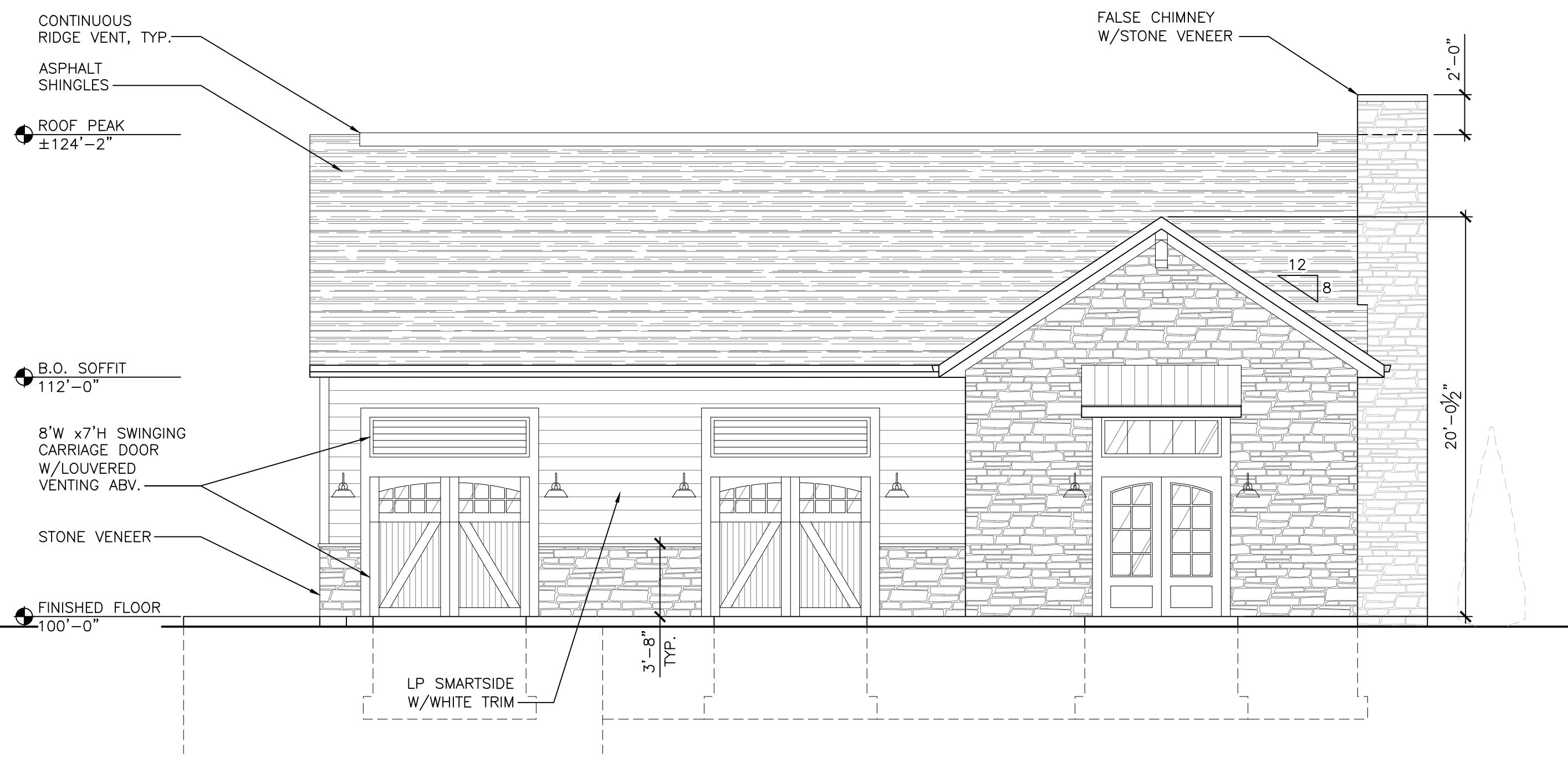
WEST ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 4



NORTH ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 3



EAST ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 2



SOUTH ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 1

EXTERIOR ELEVATIONS

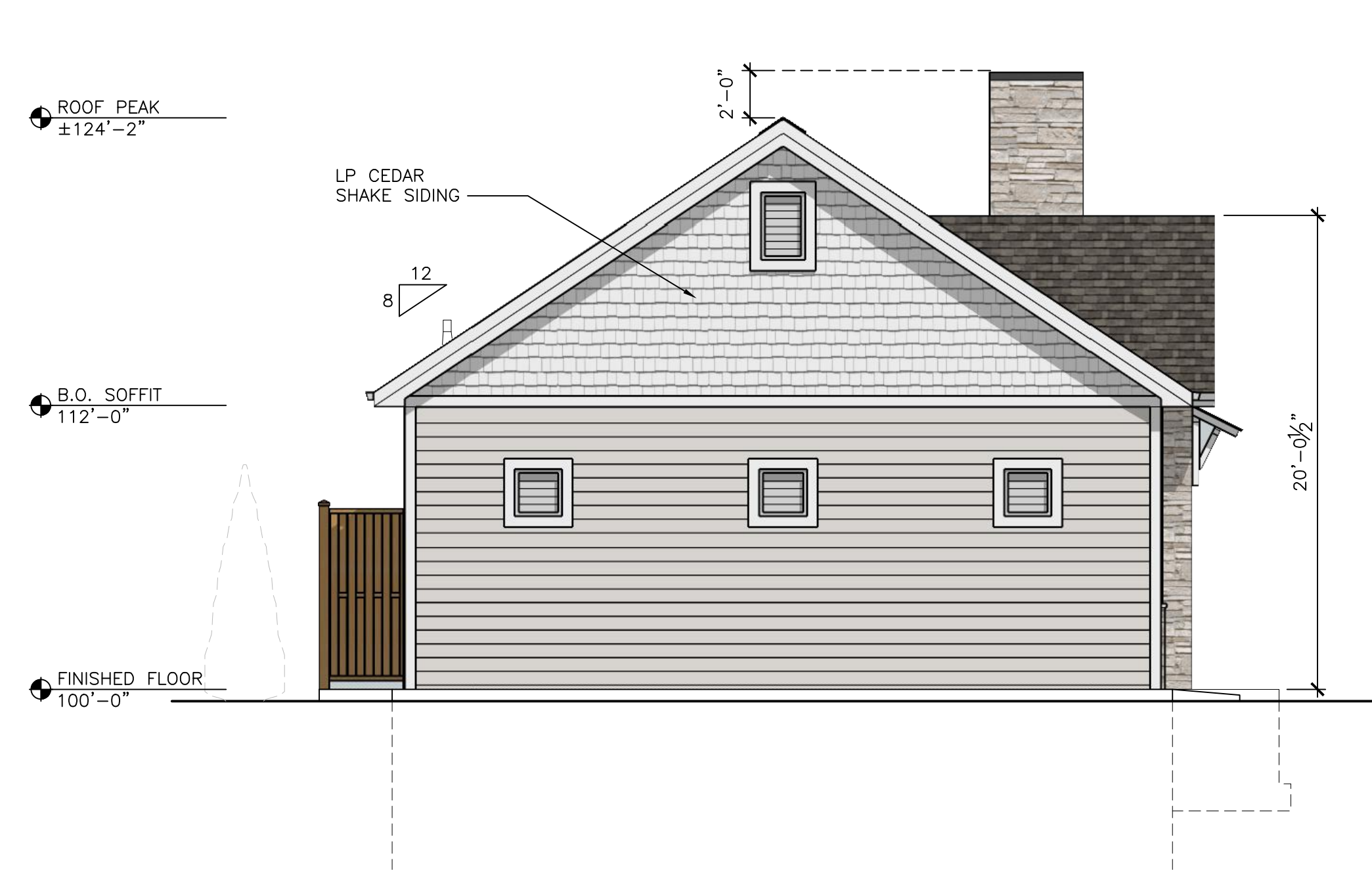
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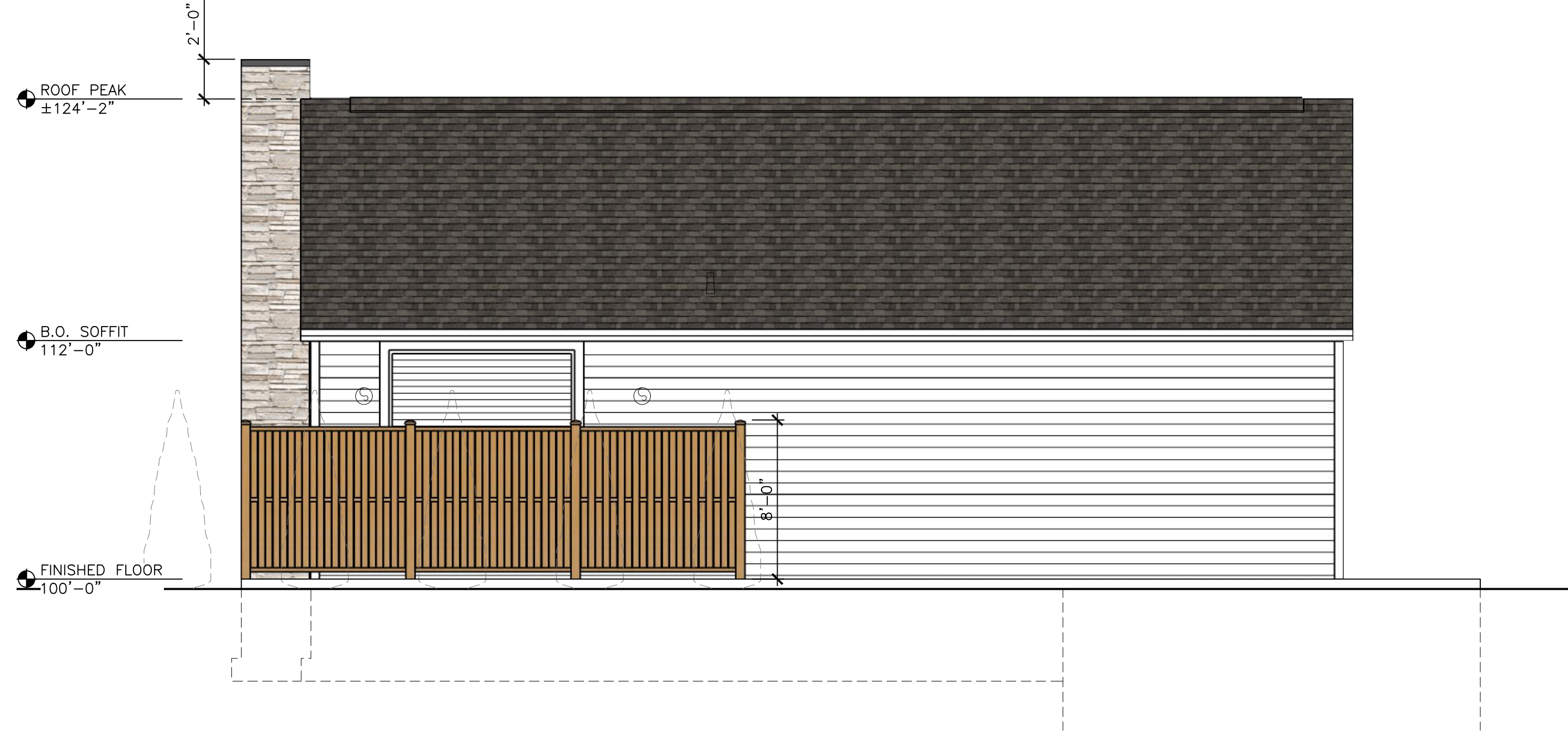
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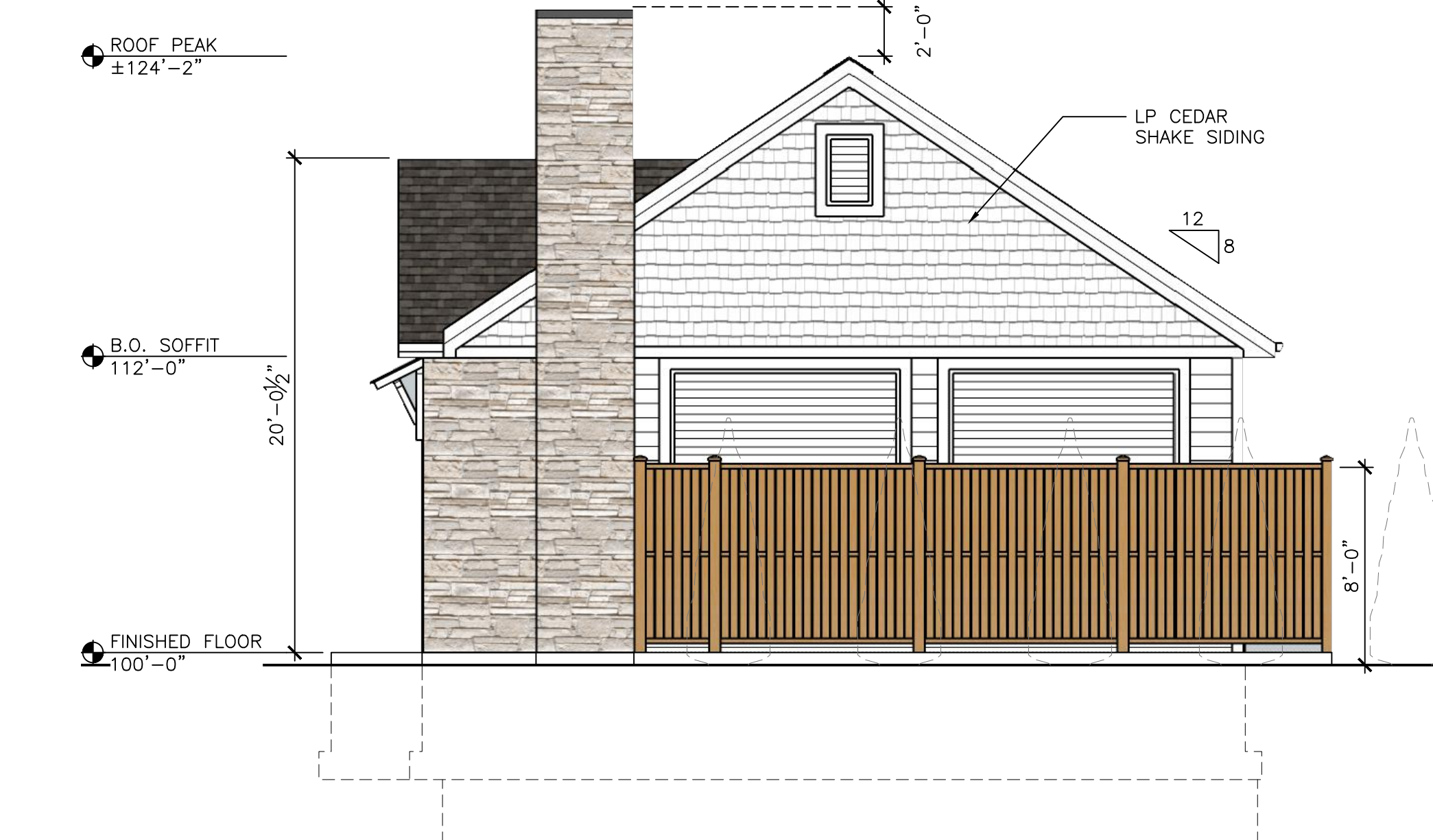
Attachment: Architectural Renderings (RESOLUTION 4221 : LS E Relocation Order)



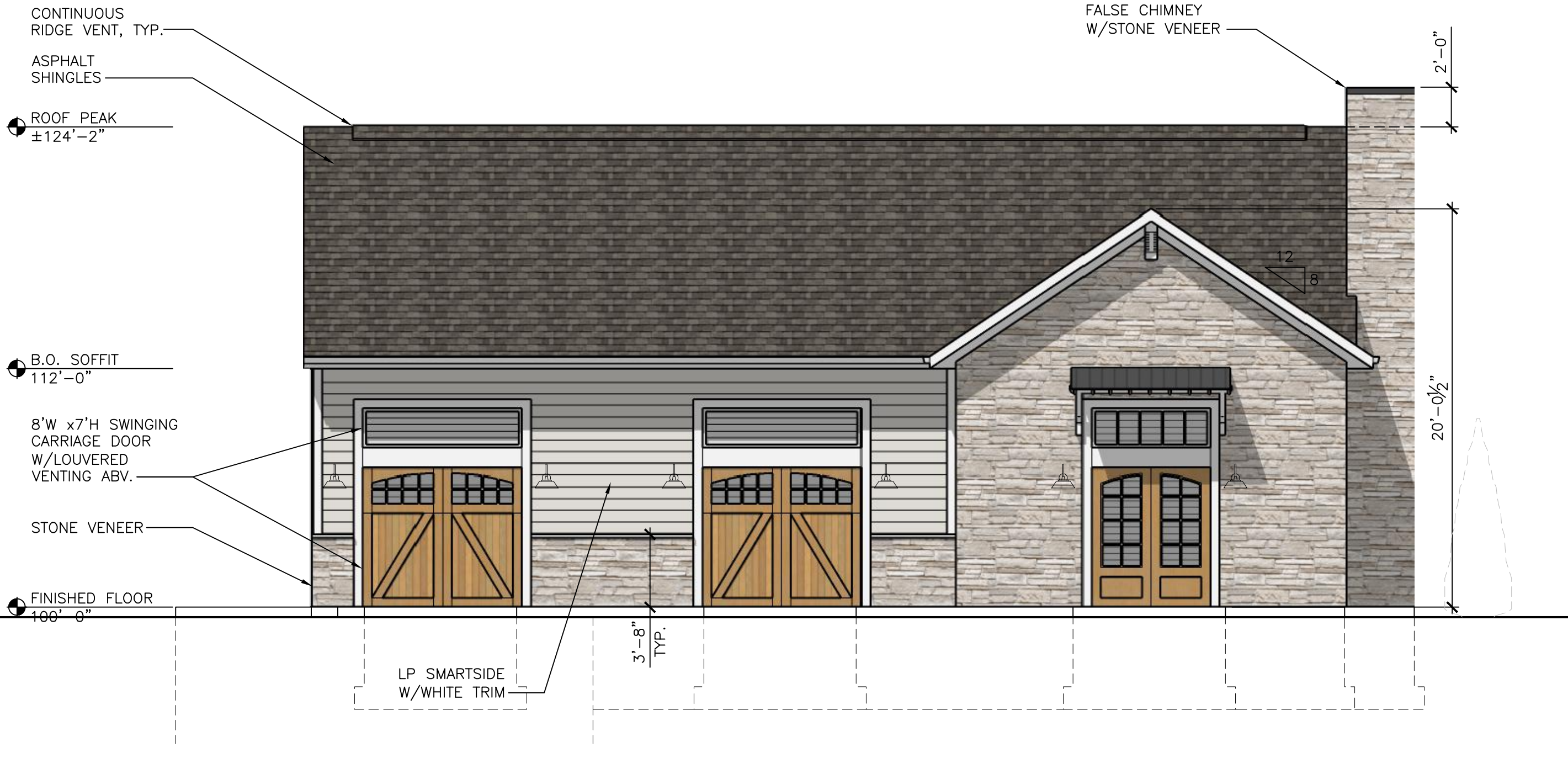
WEST ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 4



NORTH ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 3



EAST ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 2



SOUTH ELEVATION
SCALE: 3/16"=1'-0" (22x34); 3/32"=1'-0" (11x17) 1



Architect
 259 South Street, Suite A
 Waukesha, WI 53186
 p: 833-380-6180

Project Info. — 24169

Lift Station E Replacement

New Construction
 W Ranch Road
 Mequon, WI 53092

Sheet Title

RENDERINGS

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NOT FOR CONSTRUCTION

Attachment: Architectural Renderings (RESOLUTION 4221 : LS E Relocation Order)



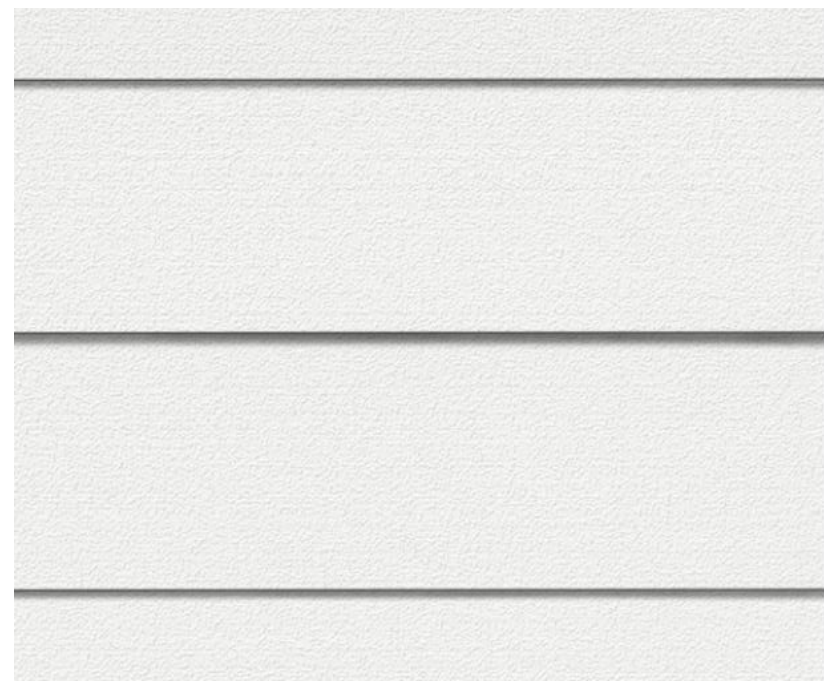
RENDERING - VIEW FROM ROAD
 NOT TO SCALE



RENDERING - SOUTH ELEVATION
 NOT TO SCALE



OAKRIDGE BY OWENS CORNING
 COLOR "DRIFTWOOD" 6



LP SMARTSIDE TRIM
 COLOR "SNOWSCAPE WHITE" 5



LP CEDAR SHAKES
 PAINT TO MATCH
 "DESERT STONE"

LP SMARTSIDE SIDING
 COLOR "DESERT STONE" 4

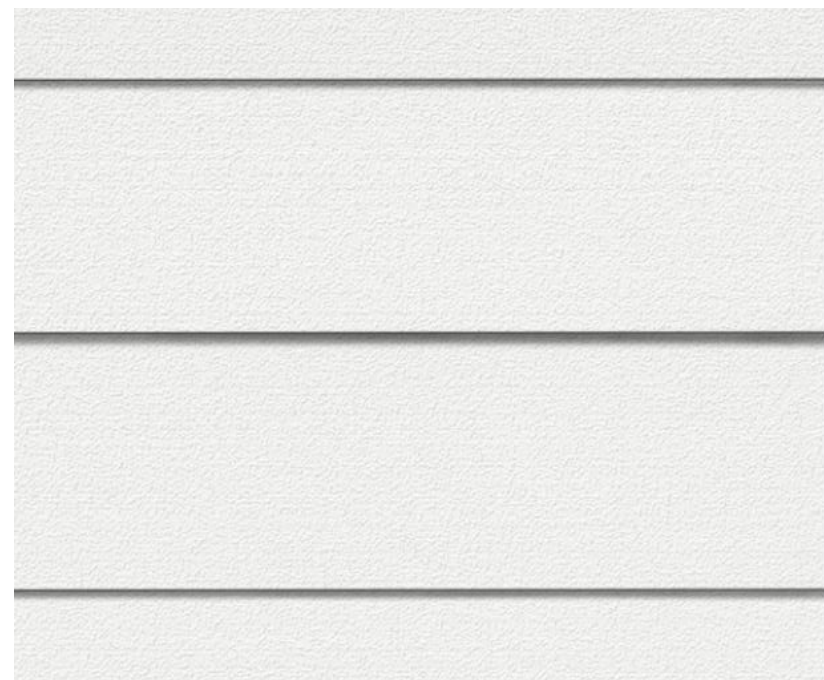


HALQUIST STONE VENEER
 GENEVA BLEND 3



OAKRIDGE BY OWENS CORNING
COLOR "DRIFTWOOD"

6



LP SMARTSIDE TRIM
COLOR "SNOWSCAPE WHITE"

5



LP CEDAR SHAKES
PAINT TO MATCH
"DESERT STONE"

LP SMARTSIDE SIDING
COLOR "DESERT STONE"

4



HALQUIST STONE VENEER
GENEVA BLEND

3



RENDERING - NORTHEAST CORNER
NOT TO SCALE

2



RENDERING - NORTHWEST CORNER
NOT TO SCALE

1



Architect
259 South Street, Suite A
Waukesha, WI 53186
p: 833-380-6180

Project Info. — 24169

Lift Station E Replacement

New Construction
W Ranch Road
Mequon, WI 53092

Sheet Title

RENDERINGS

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NOT FOR CONSTRUCTION

Attachment: Architectural Renderings (RESOLUTION 4221 : LS E Relocation Order)

RELOCATION ORDER

| Project | Municipality | County |
|-------------------------------------|----------------|----------------|
| Ranch Road Lift Station Replacement | City of Mequon | Ozaukee County |

Description of Termini of Project

The project is located within the following:

River Bend Subdivision, a subdivision of part of the Southwest ¼ of the Northeast ¼ and the Southeast ¼ of the Northwest ¼ of Section 19, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the sanitary sewer system, including the construction of a new sanitary lift station and sanitary main, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the attached schedule of interests acquired for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Mequon orders that:

1. The covenants, conditions, restrictions, reservations, limitations, uses, agreements, charges, assessments, easements, options and all other provisions as contained in the Plat of the River Bend subdivision shall be acquired by the City of Mequon in the name of the City of Mequon, pursuant to the provisions of Sections 62.22(1)(a), 62.22(1m) and 62.22(4)(d), Wisconsin Statutes, such that they shall not longer burden the property located at 2010 W. Ranch Road, Mequon, Wisconsin (Tax Key No. 15-096-0003.000).
2. The covenants, conditions, and restrictions contained in that certain Subdivision Development Agreement River Bend Subdivision recorded on October 2, 1972, in Volume 309, Page 24 as Document No. 251161, and as the same may have subsequently been amended shall be acquired by the City of Mequon in the name of the City of Mequon, pursuant to the provisions of Sections 62.22(1)(a), 62.22(1m) and 62.22(4)(d), Wisconsin Statutes, such that they shall not longer burden the property located at 2010 W. Ranch Road, Mequon, Wisconsin (Tax Key No. 15-096-0003.000).
3. The covenants, conditions, restrictions, reservations, limitations, uses, agreements, charges, assessments, easements, options and all other provisions of the Bylaws of the River Bend Homeowners Association shall be acquired by the City of Mequon in the name of the City of Mequon, pursuant to the provisions of Sections 62.22(1)(a), 62.22(1m) and 62.22(4)(d), Wisconsin Statutes, such that they shall not longer burden the property located at 2010 W. Ranch Road, Mequon, Wisconsin (Tax Key No. 15-096-0003.000).

Attachment: Ranch Road LS Relocation Order (RESOLUTION 4221 : LS E Relocation Order)

4. The required lands or interests in lands as shown on the attached Acquisition Map shall be acquired by the City of Mequon in the name of the City of Mequon, pursuant to the provisions of Sections 62.22(1)(a), 62.22(1m) and 62.22(4)(d), Wisconsin Statutes.

5. This order supersedes and amends any previous order issued by the City.

CITY OF MEQUON

ATTEST:

Andrew Nerbun, Mayor (Date)

Caroline Fochs, City Clerk

Attachment: Ranch Road LS Relocation Order (RESOLUTION 4221 : LS E Relocation Order)

SCHEDULE OF INTERESTS ACQUIRED

| Parcel | Owner and Address | Legal Description (and Tax Key #) | Interest Acquired |
|---------------|--|--|---|
| 1 | River Bend Homes Association Inc | Outlot 1 River Bend Subdivision (150960000099) | Sanitary Easement and Rights under covenants and restrictions |
| 2 | William J & Melissa B Nimke 2042 W Ranch Road | Lot 1 River Bend Subdivision (150960001000) | Rights under covenants and restrictions |
| 3 | Dixie Lowin 2028 W Ranch Road | Lot 2 River Bend Subdivision (150960002000) | Rights under covenants and restrictions |
| 4 | City of Mequon 2010 W Ranch Road | Lot 3 River Bend Subdivision (150960003000) | Rights under covenants and restrictions |
| 5 | Kirk M Anderson and Jane F Anderson 2012 Revocable Trust 1928 W Ranch Road | Lot 4 River Bend Subdivision (150960004000) | Rights under covenants and restrictions |
| 6 | Cody Jorgensen 11639 N Hillside Lane | Lot 5 River Bend Subdivision (150960005000) | Rights under covenants and restrictions |
| 7 | Joyce A Madsen Living Trust 11645 N Hillside Lane | Lot 6 River Bend Subdivision (150960006000) | Rights under covenants and restrictions |
| 8 | Zachary Bailey & Rebecca English 1933 W River Bend Court | Lot 7 River Bend Subdivision (150960007000) | Rights under covenants and restrictions |
| 9 | Howard W & Roberta A Schlei 1935 W River Bend Court | Lot 8 River Bend Subdivision (150960008000) | Rights under covenants and restrictions |
| 10 | Annette Tonell & Barry Roth 1938 W River Bend Court | Lot 9 River Bend Subdivision (150960009000) | Rights under covenants and restrictions |

Attachment: Ranch Road - Schedule of Interests Acquired (RESOLUTION 4221 : LS E Relocation Order)

| | | | |
|-----------|--|---|---|
| 11 | Brian Barsch & Rebekah Barsch 1930 W River Bend Court | Lot 10 River Bend Subdivision (150960010000) | Rights under covenants and restrictions |
| 12 | Kathleen M Lorenz 11707 N Hillside Lane | Lot 11 River Bend Subdivision (150960011000) | Rights under covenants and restrictions |

Attachment: Ranch Road - Schedule of Interests Acquired (RESOLUTION 4221 : LS E Relocation Order)



www.cityofmequonwi.gov

11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: August 4, 2025
SUBJECT: ORDINANCE 2025-1683 An Ordinance Amending Section 62-10(d)(4) of the Mequon Municipal Code Related to Common Council Approval of Signs on Public Property

Background

Following the Council's recent adoption of the revised sign code, one issue has presented itself related to whether Council approval is required for certain signs. Specifically, signs related to certain community events have created questions about the code.

Presently, Section 62-10(d)(2) of the Code authorizes, as government speech (that is, speech which is made by the City itself), the city administrator to approve messages on the Gateway electronic message board related "events and programs organized or funded by the city." Section 62-10(d)(4)n, on the other hand, excepts from the sign regulations government speech on signs that promote "programs and initiatives organized or funded by the city, provided that such promotion is approved by the common council prior to the signs being installed." There are some concerns that this language is slightly conflicting which created questions. For example, is the administrator's authority related to approving message board signs limited by the second provision which requires council approval of the specific promotion?

The second issue that arose is signs for things that the Council would likely approve for a community event for which there is no time to get council approval prior to the event. For example, Arbor Day events, Fun before the Fourth, and the Taste of Mequon. Each presented unique questions when they were ready to be installed.

As a result of these concerns, the proposed ordinance makes two changes. First, it eliminates the provision of Section 62-10(d)(4)n to eliminate the slight redundancy and inconsistency it created. To the extent that there was a slight difference between this section and the provisions of Section 62-10(d)(2), provisions of sub. (4) were added to sub. (2). Second, it clarifies that the city administrator has the authority to approve signs for city events and non-commercial community events. Council approval would still be required for other activities of city government or to express positions of the city.

Recommendation

Such action as the Committee deems appropriate.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2025-1683

An Ordinance Amending Section 62-10(d)(4) of the Mequon Municipal Code Related to
Common Council Approval of Signs on Public Property

RECITALS

A. The Common Council previous adopted Section 62-10 of the Mequon Municipal Code related to the placement of signs on public property.

B. The Common Council finds that the regulation of the placement of signs so as to ensure the safety of pedestrians, traffic, and occupants of buildings remains a critical and necessary component of preserving the health, safety, and welfare of the community.

C. The Common Council finds Chapter 62 reflects current trends and demands for signs while being narrowly tailored to the public's compelling interest in such regulation in a manner which is the least restrictive method of reaching those interests.

D. The Common Council wishes to provide additional guidance and authority within the Code as it relates to governmental speech.

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

SECTION I

Section 62-10(d) of the Mequon Municipal Code is amended to read as follows (NOTE: Deleted text is ~~struck through~~; Added text is **bold underlined**):

(d) *Other public property.*

(1) This subsection (d) shall not apply to the following:

a. Signs on properties owned or controlled by any governmental entity other than the city. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall

regulate signs, including signs installed by third-parties, under their own authority.

b. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

(2) The city has the right to engage in government speech and to promote on public property the events, initiatives, and programs the city organizes or funds, other activities of the city government and positions taken by the city. Accordingly, the city may promote such events, initiatives, programs, activities and positions on the electronic message board adjacent to the Mequon-Thiensville Gateway Monument and by installing, or permitting the installation of, signs elsewhere on public property including without limitation in any park, all publicly owned areas around any city building or in any right-of-way subject to the following conditions:

a. No such sign may promote any candidate for public office, referendum on any ballot or political party.

b. The city administrator or his or her designee may authorize messages on the electronic message board adjacent to the Mequon-Thiensville Gateway Monument or signs installed elsewhere on public property provided that the messages are limited to (i) the current date and time; and (ii) the name, date, time and/or place of events and programs organized, sponsored, or funded by the city, county, school district, or community-service based non-profit organization provided that such non-city events or programs are for a non-commercial purpose. The city administrator may not authorize signs for non-city events or programs to be placed in road right-of-way.

c. The common council may specifically authorize messages on the electronic message board adjacent to the Mequon-Thiensville Gateway Monument or signs installed elsewhere on public property provided that they relate to (a) the events and programs the city organizes,

sponsors, or funds, or similar events or programs organized, sponsored, or funded by the county, school district, or a community-service based non-profit organization; (b) other activities of the city government; and (c) positions taken by the city as approved by the common council.

(3) The Frank L. Weyenberg Library may display messages on the electronic message board outside of the library subject to the following conditions:

a. No such sign may promote any candidate for public office, referendum on any ballot or political party or advocate any political or public policy position.

b. Messages on the electronic message board shall be limited to (i) the operating policies of the library approved by the Frank L. Weyenberg Library Board of Trustees; (ii) the name, date, time and/or place of library-related events and programs organized or funded by the library or the library foundation; (iii) the books, materials and electronic offerings of the library; and (iv) books and materials sold by the library.

(4) Subject to the preceding paragraphs, no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following, each of which the city expressly permits as an expression of government speech:

a. Any sign described in subsection (c)(1) of this section, other than the signs in part f. of such section, including any such described sign located on public property outside of a street reserved area.

b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.

c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or park. Such a sign may contain the city logo or the logo for the city's park system.

d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.

e. A sign on the outside of city hall designating the city's drop box.

f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.

g. Signs required by government or quasi-governmental authorities other than the city as a condition of funding of improvements.

h. Signs specifying the city's rules and regulations for the property or facility.

i. Advertising signs at public athletic fields provided that the advertiser has paid an annual fee for the sign.

j. Words, logos and depictions on tombstones in any cemetery.

k. Directional signs, maps and signs identifying features of interest on city property.

l. The following signs that have been installed prior to the date of the enactment of this division:

[1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and

[2] the four historic signs around such monument.

m. Monuments, memorials and artwork that is either commissioned by the common council or accepted by the common council pursuant to its inherent right to government speech prior to installation.

~~n. Signs promoting events, programs and initiatives organized or funded by the city, provided that such promotion is approved by the common council prior to such signs being installed.~~

SECTION II

The terms and provision of this ordinance are severable. Should any term of 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: August 12, 2025

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

Published: _____



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: August 12, 2025
SUBJECT: RESOLUTION 4222 A Resolution Rescinding Authorization to Purchase a 2020 Elgin Whirlwind 1 Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395, and Ratifying the Purchase of a 2024 Bucher Municipal V65H Street Sweeper from McCann Industries of Bolingbrook, Illinois, in the Amount of \$299,345

Background

On June 10, the Common Council approved the purchase of a 2020 Elgin Whirlwind 1 street sweeper. The sweeper has 177 sweeping hours on a Freightliner chassis with 30,280 miles and was available from Macqueen Group of Menomonee Falls, Wisconsin for \$270,395. Financing included a \$50,724.36 down payment and further authorized entering into a five-year, no pre-payment penalty municipal equipment financing agreement with Port Washington State Bank (PWSB) for the balance.

Analysis

Since the June 10 approval, the 2020 Elgin Whirlwind 1 sweeper was not made immediately available as originally indicated by the dealer (Macqueen Group). Once the sweeper was transported from Macqueen's Michigan location to their Menomonee Falls location, DPW staff - including Highway Superintendent Rich Haczynski, Operator Graham Hildebrandt, and Mechanic TJ Burke - inspected the unit and conducted a demonstration. While the sweeper is in good overall condition, there are parts that have excessive surface rust from the unit not being cleaned properly and/or being stored outside when it was a rental. Macqueen Group would replace the parts and do a thorough inspection and cleanup, but the unit would not be available for several weeks as they proceed with this work.

Additionally, a previous sweeper inquiry contact, McCann Industries in Bolingbrook, Illinois, contacted staff after they had lowered their price on one of their demonstration sweepers. McCann Industries is a Bucher Municipal sweeper dealer and has a 2024 Bucher Municipal V65H sweeper unit available for \$278,500. Staff had previously narrowed down sweeper model choices to the Elgin Whirlwind 1, or the Bucher Municipal V65H. The unit available from McCann has 180 sweeping hours and 1,800 miles on the same Freightliner chassis. Because the sweeper is a demo unit, it is still considered new and has a full two-year or 2,000-hour standard factory warranty from the date of sale.

On June 25, Operator Hildebrandt and Mechanic Burke went to McCann's Bolingbrook location and inspected the unit and received a demonstration of its sweeping capabilities. They reported the sweeper to be in like-new condition and noted several more desirable features on this unit in

comparison to the Elgin unit such as a stainless-steel hopper & associated hardware, an extra 2 feet of reach on the right-side gutter broom for cul-de-sacs, an in-cab camera display, a rear mounted traffic arrow board, and joystick sweeper controls that are more user friendly. The unit does not have a suction hose and high-pressure water wand for cleaning catch basins, unlike the Elgin. McCann will install these features as a condition of purchase.

Subsequently, and through negotiation with staff, McCann Industries presented a discounted quote (attached) for the Bucher Municipal V65H with the suction hose and high-pressure water wand for cleaning catch basins added for a total price of \$298,950. Together with \$395 in documentation fees, the total purchase price of this unit is \$299,345.

In comparing the two units using a 15-year service life and dividing the new cost for each unit by 15 years to determine the cost per year, the value remaining on each unit was determined based on the age of the unit. This analysis shows the Bucher Municipal V65H from McCann to be the better value. The cost of a new Elgin Whirlwind 1 is \$420,376 and the cost for a new Bucher Municipal V65H is \$386,090. Depreciating from the new cost of each of the sweepers for their respective age determines the following remaining value for each unit.

2020 Elgin Whirlwind 1 at \$270,000 with remaining value of \$280,250
 2024 Bucher Municipal V65H at \$298,950 with remaining value of \$360,350

Based on the above valuation of the units and including the additional desirable features and the 2-year warranty of the Bucher Municipal V65H, staff recommends the Bucher Municipal V65H from McCann Industries of Bolingbrook, Illinois for a total cost of \$299,345.

Fiscal Impact

The purchase price of the 2024 Bucher Municipal V65H street sweeper represents an increase of \$28,950 from the previously approved 2020 Elgin Whirlwind 1 street sweeper.

As approved in the previous street sweeper resolution, DPW staff and the Finance Department recommend a 5-year full-payout municipal lease for the purchase of this sweeper. Port Washington State Bank (PWSB) provided a financing quote of 4.99%, which is approximately 1% lower than the financing quote provided by McCann Industries. PWSB's proposal letter is attached.

The Department of Public Works Equipment Replacement Account #410787-725012-10359 with a balance of approximately \$94,000 in unencumbered funds was used for a down payment of \$60,000 to secure the purchase.

The old sweeper unit will be sold on the Wisconsin Surplus Online Auction, with the proceeds going back to the equipment replacement account.

Recommendation

A recommendation from the Public Works Committee is forthcoming on August 12, 2025.

Attachments:

Bucher Municipal Quote (McCann Industries) (PDF)
PWSB Loan Proposal 7 30 25 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4222

A Resolution Rescinding Authorization to Purchase a 2020 Elgin Whirlwind 1 Street Sweeper from Macqueen Group of Menomonee Falls, Wisconsin, in the Amount of \$270,395, and Ratifying the Purchase of a 2024 Bucher Municipal V65H Street Sweeper from McCann Industries of Bolingbrook, Illinois, in the Amount of \$299,345

RECITALS

A. On June 10, 2025, the Common Council approved Resolution 4215 for the purchase of a 2020 Elgin Whirlwind 1 street sweeper from Macqueen Group of Menomonee Falls, Wisconsin in the amount of \$270,395.

B. Upon inspection, the condition of the 2020 Elgin Whirlwind 1 was not as desirable as previously represented, requiring replacement of parts and resulting in a considerable delay in delivery.

C. Since the time of the Elgin Whirlwind 1 approval, McCann Industries of Bolingbrook, Illinois lowered the price on their 2024 Bucher Municipal V65H street sweeper demonstration unit and presented a new proposal to Department of Public Works (DPW) staff.

D. DPW staff inspected the Bucher Municipal V65H and found it to be in a like-new condition with more desirable features than the Elgin Whirlwind 1, including a two-year warranty.

E. DPW staff recommends purchasing the Bucher Municipal V65H street sweeper with the addition of a suction hose and high-pressure water wand for cleaning catch basins.

F. The Public Works Committee, on August 12, 2025, approved the recommendation in favor of ratifying the changes in the vendor and purchase price, and subsequently authorized the purchase of a 2024 Bucher Municipal V65H street sweeper from McCann Industries for a total cost of \$299,345.

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

1. Staff is authorized to purchase a 2024 Bucher Municipal V65H street sweeper from McCann Industries of Bolingbrook, Illinois for the purchase price of \$299,345, which includes a \$60,000 down payment, and enter into a five-year, no pre-payment penalty municipal equipment financing agreement with Port Washington State Bank for the balance, including executing any necessary contractual documents which are subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The previous authorization of purchase for the Elgin Whirlwind 1 Street Sweeper is hereby rescinded.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

BUCHER municipal

BMNA Standard Build

Dealer

McCann Industries

Date

7/10/2025

End User - Mequon, Wisconsin 53092, USA

Demo - approx 200 hrs still has factory warranty



V65h - Single Engine Standard Sweeper Equipment

Standard Factory Warranty: 2 years or 2,000 Hours

| | |
|---|---|
| Stainless Steel Cowling with 1 1/4" Sound Proof Liner | L.E.D Indicators on All Solenoid Plugs |
| Completely Covered & Sealed Auxiliary Engine Compartment | Step-Up Gear Box Driven Vacuum Fan via Fluid Coupler |
| 10" Inside Diameter Vacuum Hose with Straight Inlet Design | Coolant/Oil Pressure Shutdown System |
| Electrical Over Hydraulic Hopper Lift System | Maxigap: In-Cab Vacuum Nozzle Tilt System |
| Molded Composite 50 Gallon Auxiliary Engine Fuel Tank w/ Locking Cap | 28" Diameter Trailing Arm Design Gutter Brooms with LED Work Lights |
| 8.5 Cubic Yard Stainless Steel Hopper with Lifetime warranty | 16" x 50" Wide sweep Broom |
| 55 degree Dump Angle of hopper | "Unhanded" Suction Nozzle & Gutter Broom Assemblies |
| Two (2) Hopper Drain Ports on Rear Door: 3" Drain Hose & 2" Ball Valve | In-Cab Dual Gutter Broom Speed Control |
| Two (2) Side Mounted Hopper Access Doors; LH & RH | In-Cab Gutter Broom Down Pressure Control |
| Two (2) Lockable Built-In Hopper Side Storage Lockers: LH & RH | Master Sweep Control Switch to Start/Stop All Sweeping Functions |
| 415 Gallon Stainless Steel Water Tank w/ Lifetime Warranty | 20 Gallon Hydraulic Oil Tank |
| Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oil & Coolant | Catwalk 60" x 12" |
| Four (4) Gutter Broom Water Spray Jets Per Side | 125 Micron Suction & 25 Micron Return Hydraulic Filters |
| Bumper Mounted Wide sweep Water Spray Bar with Four (4) Spray Jets | Hopper and Water Tank Interconnect |
| Four (4) Internal Water Spray Jets at each Vacuum Nozzle | Automatic Safety Body Prop with Hands Free Release |
| Remote Grease Zerk for Wide Sweep Pivot | Turbo III Precleaner for Auxiliary Engine |
| Handheld Pendant Wide Sweep Broom Down Pressure Control | 25' Hydrant Hose with Coupling & Wrench |
| Remote Handheld Pendant Dump Controls | Centralized Weatherproof Systems Locker with Strip LED Light |
| Electrical Wiring Color and Number Coded | 25 ft. Wash-down Hose |
| Dust Proof Electrical Wiring - IP65 Standards | Two (2) Rear Mounted LED Stobes with Limb Guards |
| Water Proof Electrical Wiring - IP67 Standards | Body Paint Two Part Epoxy Factory White |
| In Cab integrated sweeper controls with data capture and to monitor performance | Engine Pack & Sweep Gear Powder Coated Gray |
| Stainless Steel Hopper Screens | 1 each Sweeper Ops Manual & Parts & Service CD - English |

| QTY | ID Number | DESCRIPTION | | |
|-----|------------|---|-----|-----|
| 0 | V65h-S | Single Gutter Broom with Pneumatic Flap | \$0 | \$0 |
| 1 | V65h-D | Dual Gutter Brooms with Pneumatic Flaps | \$0 | INC |
| 1 | Hydro-2020 | Hydrostatic Powered Machine Heavy Duty Gearbox (HGB2-VS) | \$0 | INC |
| 1 | K30025 | Gutter Broom In-Cab Tilt Control - Dual | \$0 | INC |
| 0 | K30218 | Gutter Broom In-Cab Tilt Control - Single | \$0 | \$0 |
| 1 | K30653 | Gutter Broom Lateral In-Cab Control - (Dual) available on Dual Sweep VTs only | \$0 | INC |
| 0 | K30652 | Gutter Broom Lateral In-Cab Control - (Single) available on Single Sweep VTs only | \$0 | \$0 |
| 0 | K30022 | Simultaneous Sweep | \$0 | INC |
| 0 | K30257 | Widesweep Broom <u>Powascrub</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life | \$0 | \$0 |
| 0 | K30257D | Dual Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life. | \$0 | \$0 |
| 0 | K30257S | Single Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life. | \$0 | \$0 |
| 0 | K30018 | Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Dual) | \$0 | \$0 |
| 0 | K30240 | Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Single) | \$0 | \$0 |
| 0 | K39907 | Additional Full Width Wide Mouth Nozzles (Requires HP Engine & Simultaneous Sweep Options) | \$0 | \$0 |
| 1 | K39901 | Screen Vibrator - Pneumatic | \$0 | INC |
| 1 | K49904 | EZ Clean - Hopper Body Flush Out (2 nozzles) | \$0 | INC |
| 1 | K30024 | Catch Basin, Powaboom 8" Diameter includes two (2) Aluminum - 4 ft. <u>Crown</u> and 6 ft. <u>flanged</u> Extensions | \$0 | \$0 |
| 0 | K39911 | Four (4) Foot Aluminum <u>Crown</u> extension. | \$0 | \$0 |

| QTY | ID Number | DESCRIPTION | 2021 List Price | 2021 List Extended |
|-----|-----------|---|-----------------|--------------------|
| 0 | K39913 | Four (4) Foot Aluminum <u>flanged</u> extension. | \$0 | \$0 |
| 0 | K39915 | Six (6) Foot Aluminum <u>Crown</u> extension. | \$0 | \$0 |
| 0 | K39917 | Six (6) Foot Aluminum <u>flanged</u> extension. | \$0 | \$0 |
| 0 | K39914 | Extension Rack Rear door or mid-mounted; holds 2 extensions (Includes option subframe) | \$0 | \$0 |
| 0 | K30481 | Spring Mounted Rear Liftsnatch | \$0 | \$0 |
| 0 | K30519 | Supawash, 8 gpm, 1500 psi Handlance only | \$0 | \$0 |
| 0 | K30145 | Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted. | \$0 | \$0 |
| 0 | K39908 | Supawash, 8 gpm, 1500 psi with Handlance, Wide Sweep Broom Spray Bar Rear Mounted & Suction Nozzle Spray Bar Rear Mounted & Curb Nozzle | \$0 | \$0 |
| 0 | K31088 | Rear Door Drain Valve - 4" diameter | \$0 | \$0 |
| 0 | K39999 | Additional Stainless Steel Water Tank 225 Gallons - Adds 20 inches to WB Consult factory prior to placing order. | \$0 | \$0 |
| 0 | K30368 | PM-10 Dual, available on Dual Sweep VTs. Adds 9 Extra Spray Nozzles Per Side | \$0 | \$0 |
| 0 | K30369 | PM-10 Single, available on Single Sweep VTs. Adds 9 Extra Spray Nozzles | \$0 | \$0 |
| 1 | K30186 | Split Arrow Stick, LED | \$0 | INC |
| 0 | K39914 SF | Option Subframe (required for Rear Door rack and Arrowboard Installation) | \$0 | \$0 |
| 0 | K12228 | Fire Extinguisher 5 Pound | \$0 | \$0 |
| 0 | K30483 | Strobe, Amber (Cab Mounted) LED with Limb Guard | \$0 | \$0 |
| 0 | K30151 | Engine/Cowl Mounted Worklight LED | \$0 | \$0 |
| 0 | K30153 | Work Lights Set of two (Rear mounted) LED | \$0 | \$0 |
| 1 | JNA001 | Camera Single Rear Vision Displayed on JVM | \$0 | INC |
| 0 | JSL002 | Cameras Dual Rear & Side Displayed on JVM | \$2,500 | \$0 |
| 0 | JSL003 | Cameras: Triple Rear & Both Sides Displayed on JVM | \$3,500 | \$0 |
| 1 | PP 001 | Preference Plus - extended functionality for custom monitoring, reporting and sweep settings. | \$0 | INC |

| QTY | ID Number | DESCRIPTION | 2021 List Price | 2021 List Extended |
|--------------------------------------|-----------|---|-----------------|--------------------|
| 0 | TM00001 | Extra - Bucher Technical Manual - Paper Copy | \$0 | \$0 |
| 0 | TM00001 | Extra Bucher Operator's Manual - Paper Copy | \$0 | \$0 |
| 0 | JNA100CD | Extra Bucher CD Manuals - Includes Operators, Parts, Service and Technical | \$0 | \$0 |
| 0 | K37633 | Set of Spare Keys for Sweeper: Fuel Cap, Systems Locker or Side Lockers | \$0 | \$0 |
| 0 | K37635 | Custom Paint Color: Sweeper Body and or Chassis. Dealer must provide a 3x5 paint sample and the RAL or PPG paint code. GET QUOTE | \$0 | \$0 |
| Sweeper Body Options Subtotal | | | | \$0 |

DISCOUNTS

| | | | |
|---|-----------------------------|-----|-----|
| 0 | Dealer Net | 0% | \$0 |
| 0 | Additional Discounts Earned | \$0 | \$0 |
| | | | \$0 |

| QTY | SPECIAL BODY OPTIONS AND MODIFICATIONS | Price |
|-----------------|--|-----------|
| 1 | Catch Basin hose with hydraulic raising and lowering and switch to to increase and decrease suction on | \$17,850 |
| 0 | | \$0 |
| 0 | High pressure hans wand with 35 ft retractable hose reel | \$15,800 |
| 0 | | \$0 |
| 0 | Truck and sweeper base cost | \$278,500 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| Subtotal | | |

Attachment: Bucher Municipal Quote (McCann Industries) (RESOLUTION 4222 : Ratify Vendor and Purchase Price for Street Sweeper

Standard Chassis Equipment

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, and Allison 3500 RDS Transmission, 2 group 31 batteries 2250 CCA, 160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks. Sports Chassis Dualization - Freightliner Chassis ONLY - Independent LH/RH steering boxes with mirrored dash and gauge clusters. Each driver position has identical controls that consist of only Freightliner OEM components.

| | | 2021 List Price | 2021 List Extended |
|---|---|-----------------|--------------------|
| 1 | 2023/2024 Freightliner M2 Conventional Chassis; CUMMINS B6.7 300HP 33K GVW, Allison RDS 3500 transmission. Single Speed Rear Axle - Ratio 6.14. Includes dualization at Sports Chassis. | \$0 | INC |
| 0 | 2022/2023 Kenworth T380 Conventional Chassis PX-7 300 H.P.; 33K GVW, Allison 3500 RDS transmission; Single Speed Rear Axle- Ratio 6.50. Includes dualization at Monroe. Currently Engineering In Progress. | \$0 | \$0 |
| 0 | 2022/2023 Kenworth K370 Cab-Over Chassis PX-7 300 H.P., 33K GVW Allison 3500 RDS transmission; Single Speed Rear Axle - Ratio 5.29. Includes dualization at Fontaine. Currently Engineering in Progress | \$0 | \$0 |
| 0 | Dealer Supplied Chassis | \$0 | \$0 |

Please Note: A chassis being supplied by a customer or dealer must comply with all BMNA requirements or the chassis will be modified at dealer's expense. Consult Factory Prior to Placing order. The Dealer is RESPONSIBLE for dualized steering.

| QTY | SPECIAL CHASSIS OPTIONS AND MODIFICATIONS | Price |
|---------------------------------|---|------------------|
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | | \$0 |
| 0 | Additional Discount | -\$13,200 |
| 0 | | \$0 |
| 0 | FREIGHT - FOB Boilngbrook IL | \$0 |
| Total with Body, Chassis | | \$298,950 |

Purchase Order # _____

Print Name

Timothy J. Weyker

Signature

Timothy J. Weyker

Date

7/10/25

Attachment: Bucher Municipal Quote (McCann Industries) (RESOLUTION 4222 : Ratify Vendor and Purchase Price for Street Sweeper



Yesterday, Today, Tomorrow... Since 1899

July 30, 2025

City of Mequon
 Attn: Brenda Arnett, Finance Director
 11333 N Cedarburg Rd
 Mequon, WI 53092

RE: Loan Proposal

Dear Ms. Arnett:

Thank you for your interest in Port Washington State Bank ("PWSB"). I am pleased to provide a commitment (the 'Commitment') to the City of Mequon for a commercial loan, subject to our satisfaction and without limitation, to the Summary of Terms below and subject to the other terms and conditions set forth in this commitment letter.

Summary of Terms

The following summary of terms and conditions is intended as an outline only and does not purport to set forth or summarize all the terms, conditions, representations, warranties, and other provisions which would be contained in definitive bond, credit, collateral and support documentation for the proposed transaction, such documentation to be in form and substance acceptable to PWSB and its counsel. Additional documentation and additional terms and conditions other than as listed below may also be required by PWSB.

| | |
|----------------------|--|
| BORROWER: | City of Mequon |
| AMOUNT: | up to \$238,950.00 |
| USE OF FUNDS: | Purchase 2024 Freightline M2 chassis Bucher VT65H single engine vacuum sweeper |
| RATE/TERM: | 4.99% fixed for five (5) years |
| AMORTIZATION: | up to 5 years |
| COLLATERAL: | None – this will be documented as a General Obligation Note. |

COMPUTATION: Interest shall be calculated on the basis of a 360 day year, on the actual number of days elapsed, and on the unpaid principal balance, from time to time outstanding.

LOAN FEES: \$395

REPAYMENT TERMS: Principal and Interest payments monthly

PREPAYMENT PENALTY: None

GUARANTY: None

LOAN DOCUMENTS: The loan will be evidenced and secured by documents satisfactory to the Lender which shall include but not limited to Business Note, Selective Business Security Agreement, and such additional loan and security documents as Lender shall reasonably require.

Other:
FINANCIAL REPORTING: None

- CLOSING ITEMS:**
1. Opinion of counsel stating that the municipality has legal authority to enter into the loan agreement.
 2. Organization documents confirming the municipality’s status and authority and who can sign loan docs.
 3. Proof of compliance with state laws regarding debt issuance.
 4. Resolution to approve the borrowing
 5. List of all City Board Members
 6. List of City Chairperson, Clerk, Treasurer
 7. Date, Time and Location in which the City held their meeting to approve the borrowing
 - 8.Total Aggregate Indebtedness of the City, broken down by specific loan
 9. Value of all taxable property in the City, as equalized by the Wisconsin Department of Revenue (this is typically on a form on DOR Letterhead)
 10. Any other information that the Bank may need.

In addition, we will require a depository account at PWSB, and we will be able to provide you with access to the following:

- Online banking with remote deposit and ACH
- International Wires
- Merchant Services
- Credit Cards

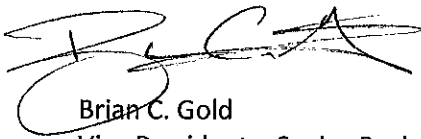
Attachment: PWSB Loan Proposal 7 30 25 (RESOLUTION 4222 : Ratify Vendor and Purchase Price for Street Sweeper Purchase)

Please carefully review the foregoing terms and return this letter countersigned below to indicate your acceptance. PWSB will then direct continuation of the documentation process and notify you of the expected timing of closing.

Any obligation of the Bank to provide the described loan facility terminates if this letter is not accepted as required below and received by the PWSB before 5:00 pm CDT on August 22, 2025. Delivery may be made by email to brian.gold@pwsb.bank. Time is of the essence. This deadline may be extended only upon the written consent of Port Washington State Bank.

The target closing date for this transaction is as soon as possible.

Sincerely,



Brian C. Gold
Vice President – Senior Business Lender
Port Washington State Bank

ACKNOWLEDGEMENT AND ACCEPTANCE:

The undersigned acknowledge receipt of this commitment letter and agree to obtain these credit facilities from PWSB described above according to the terms as stated herein.

Date: _____

City of Mequon

Brenda Arnett, Finance Director

Attachment: PWSB Loan Proposal 7 30 25 (RESOLUTION 4222 : Ratify Vendor and Purchase Price for Street Sweeper Purchase)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4223 A Resolution Awarding the Road Improvements Design Contract for Lake Shore Drive and Mequon Road to raSmith, of Appleton, Wisconsin, in the Amount of \$145,000

Background

Lake Shore Drive and Mequon Road are both proposed for road work in 2026. Lake Shore Drive is a section of road between Mequon Road and Zedler Lane, east of I-43. The Mequon Road segment proposed is the section between I-43 and Lake Shore Drive and along with Lake Shore Drive, both are part of the 5-Year Road Capital Improvement Program.

Lake Shore Drive and Mequon were last paved in 1996 and are also included in the Mequon/Thiensville Bike & Pedestrian Master Plan which was recently adopted on March 11, 2025. The plan identifies this area with recommended improvements such as paved 5-foot shoulders and a recommended 8-foot side path. Drainage improvements will be completed along with reconstruction as part of the City's annual road program, utilizing findings from survey work that will be completed by the consultant.

In addition to being part of the current Mequon/Thiensville Bike & Pedestrian Master Plan, City staff has included this project in multiple Public Information Meetings, resident mailings, an online survey, and collected resident input. This information will be provided to the consultant to facilitate concept plans. The RFP requested pricing for three alternatives: (1) widening to accommodate 5-foot paved shoulders and an 8-foot asphalt side path, (2) widening to accommodate 5-foot paved shoulders only, and (3) a "do nothing" option that would pulverize the existing road and repave it in-kind.

As noted in the proposal, the three alternatives will be brought back as a future agenda item for final design authorization.

Staff is requesting design services for this project based on its size. The project spans approximately 2.25 miles of road with drainage ditches on both sides. Possible impacts based on the selected improvement, wetland and drainage improvements, and multiple design possibilities, will require significant time for all phases. Also, because of the size of the project, it is proposed that it be split into two phases to be completed in separate years based on splitting the project area in half, approximately 1.10 miles per year.

Analysis

A Request for Proposals (RFP) was directly sent to five consultant firms and posted on the City's

website. Seven responses were received. A summary of the proposal costs appears in the table below:

| Consultant | Proposal Fee |
|-------------------|---------------------|
| raSmith | \$131,630 |
| SEH | \$186,500 |
| MSA | \$199,105 |
| Collins | \$218,900 |
| Vierbicher | \$226,900 |
| Cedar Creek | \$245,560 |
| Clark Dietz | \$272,250 |

All seven firms are qualified to perform the work outlined in the proposal. The proposal for the recommended firm is attached. The submitted fee from raSmith is \$131,630. Staff discussed the proposals with the firms to understand the ability of each, and determine if any additional tasks need to be added to the scope of work.

Staff recommends adding a small contingency that would allow staff for minor changes in scope related to unexpected field conditions. This is consistent with past contract awards. Therefore, staff is recommending that the resolution approve the contract award amount for \$145,000.

Work on this contract can begin as soon as the contract is executed, and the RFP included a schedule with an anticipated ad for bid in January 2026.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution awarding the contract for the 2026 Road Improvements Design Contract for Lake Shore Drive and Mequon Road.

Fiscal Impact

There is adequate funding available in the right-of-way asset management account. The proposal is recommended for award in the amount of \$145,000.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 12, 2025.

Attachments:

raSmith Proposal - Mequon Lake Shore Drive and Mequon Road_PDF (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4223

A Resolution Awarding the Road Improvements Design Contract for Lake Shore Drive and Mequon Road to raSmith, of Appleton, Wisconsin, in the Amount of \$145,000

RECITALS

- A. The City of Mequon Engineering Division has received proposals for 2026 Road Improvements Design Contract for Lake Shore Drive and Mequon Road.
- B. Staff reviewed the various proposals and qualifications for the contract.
- C. Staff has determined that the proposals received are reasonable and that adequate funds are available to accomplish the work, and on that basis, has made a recommendation to the Public Works Committee.
- D. Adequate funds for this contract are available from the right-of-way asset management account.
- E. To provide additional services that may result from additionally authorized efforts, the contract award amount shall be affirmed with a small contingency, for a total cost of \$145,000.
- F. If authorized, staff will enter into a contract with the recommended consultant.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the proposal submitted by raSmith of Appleton, Wisconsin for the design of improvements to Lake Shore and Mequon Roads attached hereto is approved for an amount not-to-exceed \$145,000, and that the proper City officials are authorized to sign the appropriate contract documents subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

August 1, 2025



CREATIVITY BEYOND ENGINEERING

A photograph of a road reconstruction project. The road is paved with asphalt and has a double yellow line down the center. There are utility poles and trees on both sides. A motorcycle is parked on the left shoulder, and a car is visible in the distance. The image has a blue tint.

Design Services:
City of Mequon
**Lake Shore Drive and Mequon
Road Reconstruction Project**

Attachment: raSmith Proposal - Mequon Lake Shore Drive and Mequon Road_PDF (RESOLUTION 4223 : 2026 Road Program Design Award)

(920) 843-5737
rasmith.com

100 West Lawrence Street, Suite 412
Appleton, WI 54911-5754



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| 16 | Project Approach |
| 18 | Cost Proposal |

Cover Letter

August 1, 2025

Mr. Cole McCraw, P.E.
Assistant City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

raSmith

CREATIVITY BEYOND ENGINEERING

100 West Lawrence Street, Suite 412
Appleton, WI 54911-5754

Re: Request for Proposal | Design Services
Lake Shore Drive and Mequon Road Reconstruction Project

Dear Mr. McCraw:

raSmith is pleased to be considered to provide design services for the Lake Shore Drive and Mequon Road reconstruction project in the City of Mequon. Our project team has years of experience performing this type of work, and we are very excited about the opportunity to continue our relationship with the City of Mequon and provide exceptional service for this project. The following key strengths set us apart from others:

Unparalleled Expertise

raSmith's municipal services division directly focuses on meeting the needs of local municipalities. We provide the following advantages by leveraging our decades of experience executing hundreds of similar projects:

- Valuable insights into complex operational requirements
- Highly detailed plan sets for enhanced clarity during construction
- Cost control through meticulous planning during design

Proven Track Record

- Long-term value
- Tangible community benefits
- Superior cost control throughout construction

Tailored Approach

We treat each project individually, identifying the most efficient and effective solutions. Our approach includes:

- Practical, economical strategies for intricate challenges
- Leveraging insights from the hundreds of similar projects
- Applying this historical knowledge to exceed expectations

Immediate Availability and Commitment

Our team has the capacity to focus on the specific needs of your community immediately. I can be reached at brad.hartjes@rasmith.com or (920) 843-5737. I will be the lead contact, spearheading our commitment to providing the City of Mequon unparalleled service on this important project.

We are confident in our ability to provide unmatched professional engineering services for the City of Mequon as shown in our proposal. The raSmith team looks forward to working with the City on a successful project.

Sincerely,
raSmith

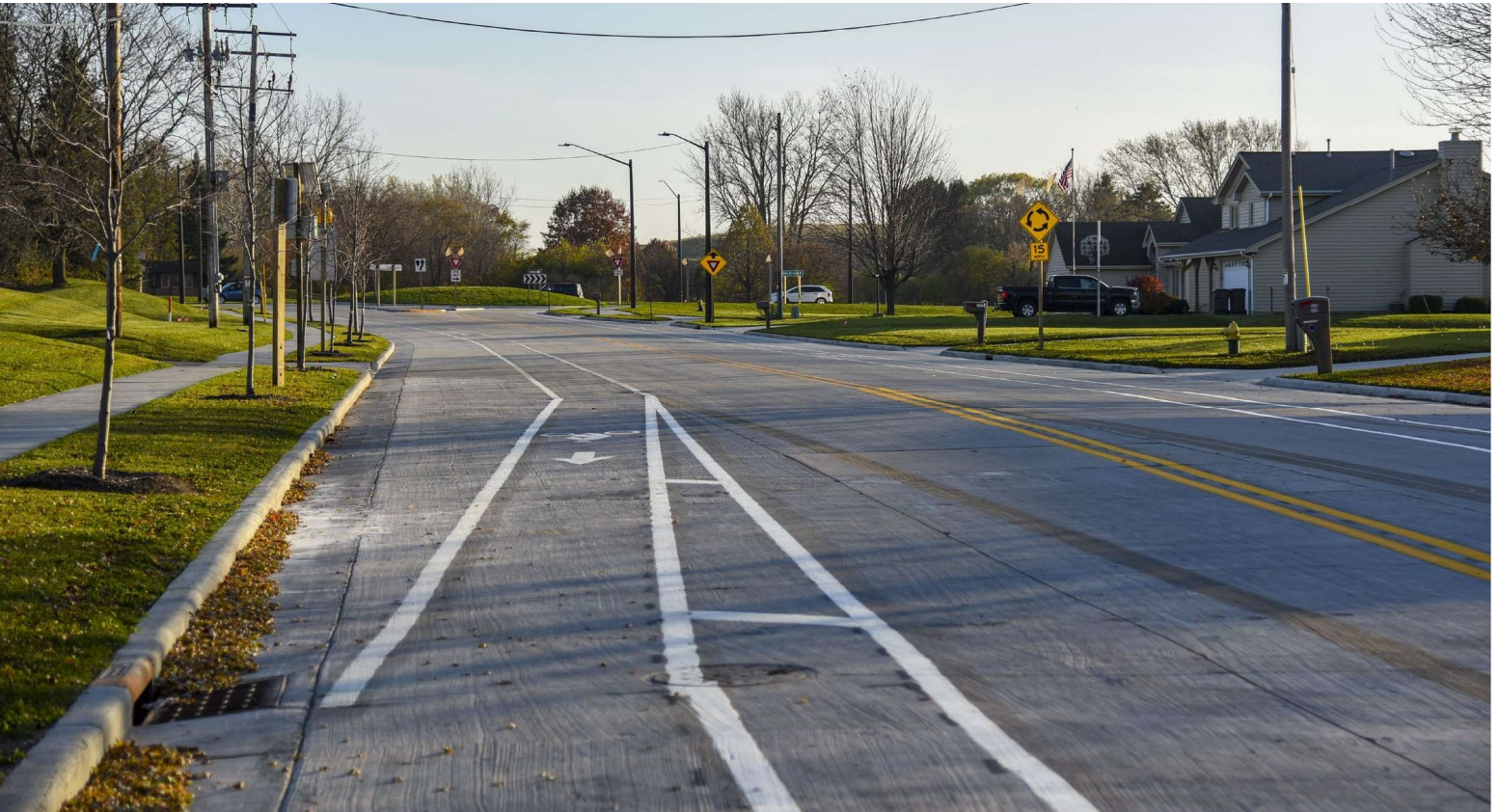


Brad Hartjes, P.E., CFM
Senior Project Manager
(920) 843-5737
brad.hartjes@rasmith.com

Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

Firm Qualifications

raSmith is a multi-disciplinary engineering consulting firm established in the city of Brookfield, Wisconsin, in 1978. raSmith was founded by Richard A. Smith, M.S., P.E., F.ASCE. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. Our services include civil engineering, structural engineering, transportation and traffic, land surveying, geographic information systems (GIS), development management, landscape architecture, ecological services, construction services, LiDAR (3D laser scanning), and UAS (unmanned aircraft systems). We work on projects nationwide from our six locations in Wisconsin, Illinois, and California. The firm employs a staff of 220.



S. Emmertsen Road - Mount Pleasant, WI

Municipal Engineering

Since 1979, raSmith has served as the engineer of record for many villages, towns, counties, and utilities. On a daily basis, we offer creative solutions to communities as they work to both maintain and improve their transportation system, structures, water and wastewater systems, parks and open spaces, and public safety facilities. At raSmith, we advocate for practical, cost-effective solutions. Our municipal staff is invested in strong project management, communication, and responsiveness.

Services Offered

- Civil engineering design
- Flood management planning and design
- Floodplain studies and analysis
- Stormwater system analysis and design
- Urban stormwater flood mitigation
- Streambank stabilization
- Wetland permitting
- Capital improvement planning

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CREATIVITY BEYOND ENGINEERING

Project Team



Brad L. Hartjes, P.E., CFM

Senior Project Manager

With 31 years of civil engineering experience, Brad has specialized in municipal, water resource, and site development projects. He has focused extensively on water resource aspects, such as stormwater management reviews, stormwater detention and compensatory storage determination hydrologic and hydraulic analysis, comprehensive watershed studies, and flood control and flood improvement.

From a site development perspective, Brad's projects have included the residential, commercial, and industrial markets for both the public and private sectors. He uses his skills in stormwater management permitting, site plan development, grading and earthwork analysis, plan and profiles, utility layout and design, wetland coordination, and geotechnical coordination to ensure success for his clients' projects.

Municipal projects include: regional stormwater management planning and design; public works facilities, fire stations, school district projects, roadway reconstructions and extensions, municipal land planning, and utility coordination; drainage studies for roadway extensions and reconstructions; and DNR and Erosion and Sediment Control permitting.

Education

B.S. Civil Engineering, University of Wisconsin-Platteville, 1994

Professional Registrations

Professional Engineer: Wisconsin (No. 45256-6), Illinois (No. 062-053274)

Certifications

Certified Floodplain Manager, Association of State Floodplain Managers

Professional Affiliations

NorthEast Wisconsin Stormwater Consortium (NEWSC) – Building and Development Committee

Wisconsin Association for Floodplain, Stormwater, and Coastal Management (WAFSCM) - Member

Presentations

Erosion Control Workshop (NEWSC)- Presenter - March 2022 and March 2025

Erosion Control Workshop (Building Inspectors Association of Northeast Wisconsin) – Presenter - November 2022

Project Experience

Municipal Services

- City of Kaukauna Phase IV Public Works Expansion, Kaukauna, WI
- Lightning Drive Roadway Extension, City of Appleton, WI
- City of DePere Municipal Service Center Expansion, City of De Pere, WI
- City of Kenosha Fire Station 4 Expansion, City of Kenosha, WI
- Town of Grand Chute 2023 Capital Improvement Projects - Roadway Pulverize and Pave, Grand Chute, WI
- Town of Grand Chute Spencer Street Watermain Relay, Town of Grand Chute, WI
- City of Appleton Stormwater and Erosion and Sediment Control Review, City of Appleton, WI
- Fiesta Lane and Highland Road Drainage and Road Reconstruction Project, City of Mequon, WI
- Town of Freedom Fire Station, Town of Freedom, WI
- Southpoint Commerce Park Expansion, City of Appleton, WI
- French Road Urbanization, City of Appleton, WI

Flood Control & Flood Improvement

- Green Bay Drainage Study, City of Green Bay, Green Bay, WI
- Fox Crossing Drainage Study, Village of Fox Crossing, Fox Crossing, WI
- Addison Creek Flood Control Reservoir, MWRDGC, Bellwood, IL
- River Forest Flood Mitigation Study, Village of River Forest, River Forest, IL
- Forest Park Sewer Separation Evaluation, Village of Forest Park, Forest Park, IL
- Stormwater Management Plan, Village of Harwood Heights, Harwood Heights, IL

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CREATIVITY BEYOND ENGINEERING

Project Team



Mark Van Der Wegen, P.E.

Project Manager

Mark's extensive experience over the past decade has established him as a leading expert in utility and roadway design. His diverse expertise covers numerous disciplines with a special emphasis on crafting cutting-edge solutions for local and state entities. Mark is renowned for devising strategic maintenance plans for roadways and utilities, as well as detailed site grading designs.

Mark's proficiency in modeling roadway corridors and curb ramps, coupled with his dedication to providing outstanding support in the field and office, are vital to the successful completion of construction projects.

As a communicator, Mark excels in keeping stakeholders updated on project developments and proactively addressing potential issues. His track record includes leading the design of projects akin to the Town's street and utility reconstruction endeavors, such as the 2024 Town of Grand Chute Capital Improvement Projects and the 2019 and 2020 Village of Little Chute's Street and Utility Reconstructions. These projects involved designing new storm sewers and other public utilities, optimizing pavement cross slopes for drainage and buildability, and adjusting roadway profiles to reduce the impact on adjacent properties.

Education

B.S. Civil Engineering, Michigan Technological University, 2013

Professional Registration

Professional Engineer: Wisconsin (No. E-45856-6)

Professional Affiliations

American Public Works Association (APWA) Leadership and Management Committee Member (Wisconsin Chapter)

American Society of Civil Engineers (ASCE) Member

Northeast Wisconsin Stormwater Consortium (NEWSWC) - Leadership Member At Large

Presentations

Stormwater Quality Management Workshop (NEWSWC) - Dual Presenter September 2023

Project Experience

Recent Roadway and Utility Projects

- W. Spencer Street Water Main Relay, Town of Grand Chute, Outagamie County, WI
- 2025 Street and Utility Reconstruction, Village of Allouez, Brown County, WI
- Nordale Drive, Town of Grand Chute, Outagamie County, WI
- Pershing Street, Town of Grand Chute, Outagamie County, WI
- Tyler Drive Reconstruction, Town of Grand Chute, Outagamie County, WI
- Mutual Way Reconstruction, Town of Grand Chute, Outagamie County, WI
- STH 15 Utility Relocation, Village of Greenville, Outagamie County, WI
- CDBD Water Main Improvements, City of Weyauwega, Waupaca County, WI
- Greenwood Road Reconstruction, Village of Greenville, Outagamie County, WI
- Homewood Court Reconstruction, Village of Little Chute, Outagamie County, WI
- Carol Lynn Drive Reconstruction, Village of Little Chute, Outagamie County, WI
- W. Evergreen Drive Reconstruction, Village of Little Chute, Outagamie County, WI
- Park Avenue Reconstruction, Village of Little Chute, Outagamie County, WI

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CREATIVITY BEYOND ENGINEERING

Project Team



Joshua Fleming, P.E.

Civil Engineer

Josh has more than three years of engineering experience in design and construction inspection. He has designed, managed, and successfully executed numerous municipal roadway, site design, and other public infrastructure improvement projects with a strong background in roadway and utility design.

Josh excels in the intricate field of surface modeling, demonstrating a particular expertise in crafting roadway corridor, site, and curb ramp models. His work consistently surpasses established design standards, showcasing a deep understanding of the complexities involved in creating detailed and accurate models. They serve as the foundation for high-quality infrastructure development. His proficiency is not only evident in the technical accuracy of the models, but also in their ability to facilitate smoother transitions and enhanced accessibility, aligning with the best practices in civil engineering.

Education

B.S. Civil and Environmental Engineering,
Water Resources Emphasis, South Dakota
School of Mines & Technology, 2021

Software Proficiency

AutoCAD Civil 3D

WinSLAMM

HydroCAD

Project Experience

Public Infrastructure Improvement Design

- Mutual Way Reconstruction, Grand Chute, WI
- Woodhaven Court and N. Woodside Court Reconstruction, Grand Chute, WI
- Melmar Court Reclaim & Pave, Grand Chute, WI
- E. 7th Avenue Pavement Reconstruction, Oshkosh, WI
- S. Main Street Parking Bays, Oshkosh, WI
- Nicolet Avenue Pavement Repair, Oshkosh, WI
- Michigan Street Pavement Reconstruction, Oshkosh, WI
- W. 7th Avenue Pavement Reconstruction, Oshkosh, WI
- Lakeshore Park Trail and Parking Lot Construction, Oshkosh, WI
- Tyler Avenue Pavement Reconstruction, Oshkosh, WI
- Coolidge Avenue Pavement Reconstruction, Oshkosh, WI
- Bauman Street Pavement Reconstruction, Oshkosh, WI
- 300 East Parking Lot Pavement Reconstruction, Oshkosh, WI
- Oshkosh Fire Station #19 Parking Lot Pavement Repair, Oshkosh, WI
- Oregon Street Pavement Patching, Oshkosh, WI
- E. Lincoln Avenue Pavement Reconstruction, Oshkosh, WI

Construction Management & Inspections

- Weidner Center Parking Lot & Roads Renovation, Green Bay, WI
- Milwaukee County Pedestrian Crossing Study, Milwaukee County, WI
- Tyler Avenue Reconstruction, Oshkosh, WI
- Arthur Avenue Reconstruction, Oshkosh, WI
- Coolidge Avenue Reconstruction, Oshkosh, WI
- Bauman Street Pavement Reconstruction, Oshkosh, WI
- Wisconsin Street Reconstruction, Oshkosh, WI
- Algoma Boulevard Reconstruction, Oshkosh, WI
- UW-Oshkosh Pedestrian Mall Sidewalk and Grading, Oshkosh, WI
- W. 9th Avenue Pavement Reconstruction, Oshkosh, WI
- Rainbow Park Trail Construction, Oshkosh, WI
- 8th Avenue North Parking Lot Reconstruction, Oshkosh, WI

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CREATIVITY BEYOND ENGINEERING

Project Team



Dave Yurk, P.L.S.

Senior Project Manager

Dave has 34 years of surveying experience encompassing all facets of surveying: WisDOT and County right-of-way plats, Certified Survey Maps, ALTA/NSPS surveys, and subdivision platting. He has also managed WisDOT construction projects and survey teams, overseeing the survey effort on large highway and bridge replacement projects. Dave has collaborated with multidiscipline groups to successfully complete an array of projects. Since 2013, he has served as the Shawano County surveyor. In this part-time role, Dave manages the County PLSS System, reviews all recordable maps, and is the County's land survey expert.

As a senior project manager at raSmith, Dave uses teamwork and his vast surveying knowledge to create solutions to enhance his client's success. This results in projects being successfully completed on time.

Education

B.S. Professional Geography, University of Wisconsin-Oshkosh, 1987

Professional Certification

Professional Land Surveyor: WI

Professional Affiliations

Wisconsin Society of Land Surveyors
Wisconsin County Surveyors Association

Additional Affiliation

Major (Retired), United States Army Reserve

Presentations

"County Review of CSMs and Plots,"
2024 WSLS Institute

"Role of the County Surveyor," County
2024 PLSS Forum

Project Experience

- Shawano County Surveyor, Shawano County, WI
- Outagamie County Surveyor, Outagamie County, WI

Right-of-Way Plats

- I-41, Winnebago County, WI
- I-41, Brown County, WI
- I-39/90/94 Wisconsin River Bridge Replacement, Portage, WI
- US 45, City of Fond Du Lac, Fond Du Lac County, WI
- WIS 114, Calumet County, WI
- WIS 22, Gillett, Oconto County, WI
- WIS 86, Price County, WI
- WIS 64, Oconto and Marinette Counties, WI
- WIS 22, Marquette County, WI
- WIS 117, Lincoln County, WI
- WIS 15, Outagamie County, WI
- County A, Outagamie County, WI
- County Z, Brown County, WI
- County E, Shawano County, WI
- Wisconsin Avenue, City of Appleton, Outagamie County, WI
- US 14, City of Fitchburg, Dane County WI
- Menomonee Avenue, Village of Menomonee Falls, Waukesha County, WI

ALTA/NSPS Land Title Surveys

- Amazon Distribution Center, Village of Greenville, Outagamie County, WI
- McKinley School Rehabilitation, City of Milwaukee, WI
- Howard Young Medical Center, City of Woodruff, Oneida County, WI
- Union Square Apartments, City of Appleton, WI
- WTF Holdings, City of Menasha, WI
- Fleet Farm, City of Sturgeon Bay, Door County, WI
- Fleet Farm, City of Tomah, Monroe County, WI
- Fleet Farm, Town of Eileen, Bayfield County, WI
- Tidal Carwash, City of Marshfield, Wood County, WI
- Tidal Carwash, City of Shawano, Shawano County, WI

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CREATIVITY BEYOND ENGINEERING

Project Team



Erica N. Pergande, PWS

Ecologist/Project Manager

Erica has more than 20 years of experience in multi-disciplinary ecological work and is recognized as a WDNR-Assured Wetland Delineator. She has extensive experience in conducting field surveys including baseline monitoring of site conditions and functional values assessments for planning and restoration/rehabilitation purposes; performing WDNR Assured wetland delineations conforming to the current U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and subsequent Regional Supplements wetland mitigation banking design and monitoring; preparing National Environmental Policy Act (NEPA) documentation including Environmental Reports, Environmental Due Diligence and Assessments, and Indirect and Cumulative Effects Analyses; wetland and waterway permitting; and vegetation surveys including rare species surveys and plant community mapping.

Education

B.S. Natural Resource Conservation,
Carroll College, Waukesha, WI

A.S. Environmental Conservation and
Pollution Control, Milwaukee Area
Technical College, Mequon, WI

Certifications

Assured Wetland Delineator, Wisconsin
Department of Natural Resources

Professional Wetland Scientist (PWS),
Society of Wetland Scientists

OSHA 10 Hour Construction (2016)

Project Experience

WDNR Assured Wetland Delineations

Completed WDNR Assured Wetland delineations by following procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, and 2015 Guidance for Submittal of Delineation Reports to the St. Paul District Corps of Engineers and the Wisconsin Department of Natural Resources. Delineated wetland boundaries were flagged on the ground and surveyed with a handheld Trimble GPS with horizontal control and sub-metric accuracy. A wetland delineation report was prepared upon completion of the site investigation that summarized the findings in the field and submitted to the necessary regularity agencies.

- Wisconsin Shower Door, Village of Menomonee Falls, WI
- Sheboygan Water Tower No. 3, Town of Sheboygan, WI
- Heiliger Huegel Ski Club, Village of Richfield, WI
- Swartz Tree Farm, City of Kenosha, WI
- Kletzsch Dam Fish Passage and Scenic Overlook, City of Glendale, WI
- 500 W. Forest Hill Ave, City of Oak Creek, WI
- CTH VV WB Bridge over Menomonee River, Village of Butler, WI
- Manitowoc Water Main Extension, City of Manitowoc, WI
- Lower Badger Mill Creek Interceptor Sewer Project, Town of Verona, WI
- Woodman's Food Market Wausau, Town of Rib Mountain, WI

Wetland Mitigation Banking

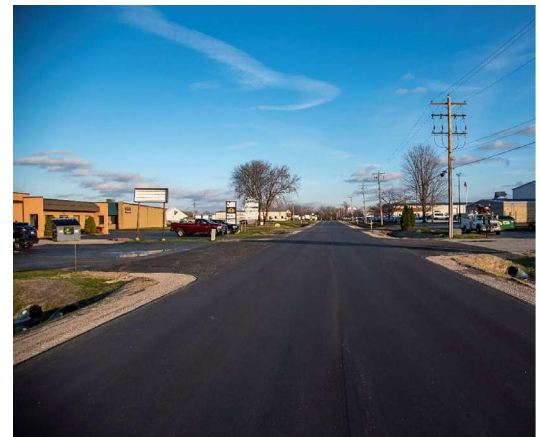
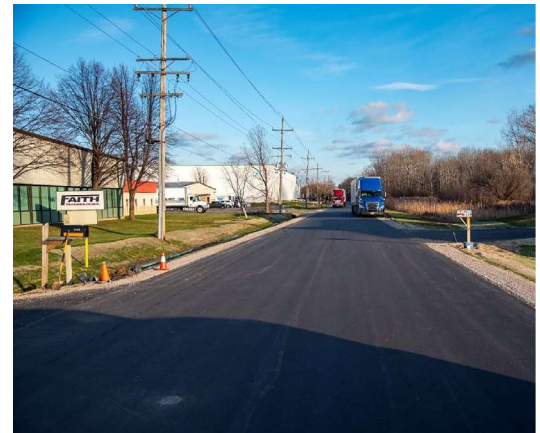
Wetland biologist and lead delineator for a proposed wetland mitigation bank. Erica was responsible for the field location of wetland boundaries, wetland functional values assessments, aquatic and terrestrial restoration planning, groundwater monitoring, site suitability assessment and assisted with report preparation and coordination with regulatory agencies.

- Hickory Hills Wetland Mitigation Bank, Village of Sussex, WI
- Homestead Hops LLC Wetland Bank Prospectus, Town of Little Suamico, WI
- Snail Lake Wetland Mitigation Banking Instrument & Compensation Site Plan, City of Delafield, WI
- Barnes Prairie Wetland Mitigation Bank, Village of Pleasant Prairie, WI

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Nordale Industrial Park - Road Reconstruction & Rehabilitation

Town of Grand Chute, WI

The Nordale Commerce Industrial Park road reconstruction & rehabilitation project included the urbanization of Tyler Drive as well as the resurfacing of Pershing Street and Nordale Drive located in the Nordale Commerce Industrial Park. The scope of work included road design, water main design, and the design of both rural and urban stormwater conveyance systems for a combined total of one mile of paving and utility work.

Sustainability and longevity were prioritized during the design of the Nordale Industrial Park project. Improvements to Pershing Street and Nordale Drive included pulverizing the existing asphalt surface in place to create a stronger pavement base and adjusting surface grades to increase the cover over driveway culverts and add on-street parking for the apartment complex.

The raSmith team also assessed drainage patterns and environmental concerns in the Nordale Commerce Industrial Park to address challenges on both public and private property while maintaining compliance with environmental regulations. A wetland delineation study was performed to ensure regulatory compliance, and stormwater modeling was performed to ensure proper sizing and sloping of ditches and storm sewers. The team identified critical areas needing additional drainage measures and obtained all necessary permits for construction.

Client

Town of Grand Chute

Project Team

Brad Hartjes, P.E., CFM
Mark Van Der Wegen, P.E.
Josh Fleming

Reference

Mr. Jordan Jolma
Director of Public Works
Town of Grand Chute
jordan.jolma@grandchutewi.gov

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Mutual Way Reconstruction

Town of Grand Chute, WI

For the Mutual Way reconstruction project, the raSmith team designed a unique hybrid rural-urban roadway section to meet the needs of the Town and local businesses. This project involved a comprehensive asphalt reconstruction of the roadway, featuring curb & gutter installations, an urban storm sewer system, sidewalks, and a bus stop on the west side. On the east side, it included a rural-style gravel shoulder with ditch drainage. In total, the project included the reconstruction of approximately 1,300 feet of pavement and utilities.

During the design of Mutual Way, a strong emphasis was placed on accessibility and ADA compliance. The project included the design of seven curb ramps and two bus shelters, providing the local community with access to the adjacent grocery store and local businesses. Detail sheets outlining appropriate grades were prepared for each curb ramp and bus shelter to ensure proper accessibility. Additionally, a parking bay was included along the west side of Mutual Way to provide space for bus pickup and drop-off without impeding local traffic.

The raSmith team further supported the construction process by coordinating existing facility impacts with private utility companies and temporary construction permits with property owners. raSmith also acquired the necessary WDNR permits to commence construction on Mutual Way. This coordination with the WDNR included conducting a wetland delineation study and minimizing impacts to identified wetlands while ensuring proper project implementation.

Client

Town of Grand Chute

Project Team

Brad Hartjes, P.E., CFM
Mark Van Der Wegen, P.E.
Josh Fleming

Reference

Mr. Jordan Jolma
Director of Public Works
Town of Grand Chute
jordan.jolma@grandchutewi.g

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Lincoln Avenue Reconstruction

New Berlin, WI

The City of New Berlin made improvements on Lincoln Avenue to enhance drainage road conditions. The work consisted of rural to rural and urban road reconstruction with new curb & gutter, ditching, intersection improvements, new storm sewer, and a new box culvert. The road was built over and through wetlands and very poor subsoils. Based on a life-cycle cost analysis using a pavement design report, the road design included multiple typical cross-sections to bridge the bad soils with various depths of pavement and geotechnical reinforcements included in the final roadway plans. raSmith worked with the WDNR to design a new structure crossing a navigable waterway that addressed the eroding side banks adjacent to the roadway.

Solution Overview

Approximately 8,200 feet of roadway was reconstructed with ditches and new curb & gutter to alleviate drainage issues and improve the failed pavement. The project included traffic signal design at the intersection of Lincoln Avenue and Calhoun Road. An extensive amount of wetlands needed to be disturbed due to the widening of the existing roadway to meet current City standards, and an old, failing box culvert was replaced. The design team worked with the Department of Natural Resources (DNR) to obtain all necessary permits for wetlands and waterway disturbance. Other permitting included stormwater management for MMSD which involved bio-swale design to meet water quantity and quality requirements.

Key Components

- Road reconstruction
- Prepared stormwater management plan
- Prepared state and MMSD permits
- Traffic signal design
- New storm sewer and culverts
- Box culvert design
- Pavement marking
- Right-of-way plats
- Public informational meetings

Client

City of New Berlin

Project Team

Troy Hartjes, P.E.
 Matt Garon, P.E.
 John Bruggeman, P.E., PTOE
 Riley Stone, P.E., CFM
 Paul Schafer, P.E.

References

Tamara Simonson
 City Engineer
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151
 (262) 786-8610
tsimonson@newberlin.org

Lucas Pichler
 Director of Public Works
 City of New Berlin
 3805 South Casper Drive
 New Berlin, WI 53151
 (262) 786-8610
lpichler@newberlin.org

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Holy Hill Road

Germantown, WI

The Village of Germantown reconstructed and expanded Holy Hill Road, making the corridor safer, more accessible, and more attractive for developers and businesses. Spanning from the I-41 northbound ramps to Goldendale Road, this project has the potential to create hundreds of new jobs and generate millions of dollars in economic activity. The project is considered a regional improvement that will benefit many communities, including the Village of Richfield and the surrounding areas of Washington County. There are also more than 300 acres of industrial parks, 50 acres of retail, and 100 acres of mixed-use and residential zoned in close proximity to the Holy Hill Road corridor. The area is primed for new economic activity due to its proximity to I-41 and is expected to develop rapidly over the next decade.

The project included a four-lane divided urban cross-section from the I-41 northbound ramps to Goldendale Road, turn bays at intersections, improvements to the vertical geometry along Holy Hill Road to improve sight distances and drainage and decrease long slopes, street lighting, and traffic signals at the intersections of Holy Hill and Gateway Crossing and Holy Hill and Goldendale Road. Additionally, the project included a 10-foot-wide asphalt shared-use (off-road) path on the south side of Holy Hill Road, and a six-foot-wide asphalt sidewalk along the north side. Storm sewer, water mains, and sanitary sewer were also extended.

Holy Hill Road is an important east-west roadway that spans nearly all of Washington County and is viewed by the Village of Germantown as a gateway to the region. The I-41 interchange provides easy access for commuters, employers, product distribution, and residents. The expanded corridor is expected to create a strong, safe, and reliable transportation network for the numerous potential industrial and corporate facilities planned for the area.

Client

Village of Germantown

Project Team

Troy Hartjes, P.E.
Michael Gasper, P.E.

Reference

Larry Ratayczak, P.E.
Former Director of Public Works
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
(262) 250-4721

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Calhoun Road Reconstruction – National Avenue to Beloit Road

New Berlin, WI

A large stretch of Calhoun Road in the City of New Berlin was identified for rehabilitation. The approximately one-mile segment from National Avenue to Beloit Road was failing and showed potholes and signs of traverse and alligator cracking—all indicative of structural deficiencies. New and paved shoulders were added to accommodate pedestrians.

With unsafe sight distances, narrow shoulders, steep roadway grades, and stormwater management concerns, Calhoun Road proved to be more than a traditional rehabilitation project. raSmith provided preliminary geometrical and vertical roadway design options to determine the most feasible design (roadway and constructability). The design reduced the roadway grades and lowered the crest of the hill while matching the existing driveways and maintaining access throughout construction.

The project corridor added a significant amount of impervious service area and required an on-site stormwater treatment facility including bioswales. raSmith performed a hydrologic and hydraulic analysis based on the new vertical alignment and provided a storm sewer design consisting of side road culvert crossings with an inlet. raSmith also completed a wetland delineation for the contributory watershed to meet MMSD and WDNR requirements and determine outfall locations to minimize disturbance.

Additional services included developing a right-of-way plat, replacing loop detectors for the signals at National Avenue, permitting, constructability review, coordinating land acquisition, and construction inspection.

Client

City of New Berlin

Project Team

Troy Hartjes, P.E.
Michael Gasper, P.E.
Matt Garon, P.E.
Paul Schafer, P.E.
Mike Mentzel

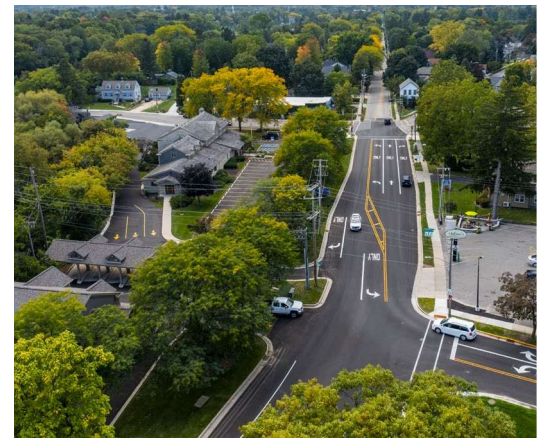
Reference

Tamara Simonson
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151
(262) 786-8610
tsimonson@newberlin.org

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CREATIVITY BEYOND ENGINEERING

Similar Project Experience



Columbia Road

Cedarburg, WI

The Town of Cedarburg reconstructed Columbia Road from Bridge Road to west of 1st Avenue, providing a two-lane undivided cross-section with on-street bicycle accommodations, sidewalk facilities, and curb & gutter. This created a safer, more pedestrian-friendly environment and closed the existing 2,000-foot gap in sidewalk connectivity between the City of Cedarburg and Village of Grafton. The project also reduced congestion, promoted smooth traffic flow, and provided access to downtown Cedarburg and the Aurora Medical Center. By connecting the three communities, encouraging pedestrian and bicycle transportation, and promoting economic growth, the reconstruction of Columbia Road was an important project for the 30,000 residents and employers in the area.

Client

Town of Cedarburg

Project Team

Troy Hartjes, P.E.
Michael Gasper, P.E.
Paul Schafer, P.E.

Reference

Adam Monticelli
Director of Public Works
1293 Washington Ave.
Cedarburg, WI 53012
(262) 377-4509

amonticelli@townofcedarburgwi.gov

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CREATIVITY BEYOND ENGINEERING

Project Approach

raSmith is dedicated to providing top-tier engineering services for the Lake Shore Drive and Mequon Road reconstruction project. Our approach is rooted in a commitment to quality, ensuring every detail is addressed for optimal results. This includes the creation of comprehensive design plans and special provisions, designed to streamline construction. Our division serves numerous municipalities, providing an understanding of the importance of meeting the City staff's immediate needs while aligning with the community's vision for the future. Our collaborative partnership with the City mirrors the community's high standards. We prioritize plan details that exceed industry standards. Our focus on innovation and cost-efficiency in design and construction planning underscores our pledge to deliver exceptional value to the City of Mequon.

Design Schedule

An accelerated design timeline will be needed to meet the March 2026 construction start. Our approach will have the design and permitting complete by the end of 2025 to allow sufficient time for bidding, award, and contract execution by March 10, 2026. Our goal is to meet the original timeline of the RFP so the project can be awarded on February 10, 2026.

Stormwater Management

This project may include pavement widening and bicycle/pedestrian facility improvements impacting the existing open ditch drainage system. Managing stormwater post-construction and mitigating flood risks will be critical to the success of this project. raSmith will leverage the expertise of our stormwater designers and certified floodplain managers to deliver effective design solutions. With a history of conducting stormwater management plan reviews, performing comprehensive community-wide modeling, and designing stormwater practices that meet post-construction stormwater requirements following urbanizations, raSmith is well-equipped to complete the stormwater management and drainage design phases of this project. Our extensive experience enables us to offer a range of design recommendations that not only meet stormwater management criteria, but also contribute to reducing flood potential within the projects' scope.

Communication

The success of the project hinges on three pillars: transparent communication, cohesive teamwork, and unwavering commitment to availability. The team will be guided by Brad Hartjes, P.E., CFM, senior project manager, from our Appleton office. Brad will oversee all design components, leveraging his knowledge of the project scope to ensure the project meets its milestones.

Scope of Work

Task 1: Survey and Information Collection

Brad is slated to meet with the City of Mequon's team for a kickoff meeting. The agenda includes examining the project's scope, work plans, and timelines to ensure they align with the City's planned goals. Prior to meeting, raSmith will review public input collected by the City in the Joint Mequon-Thiensville Bikeway Master Plan. Brad's responsibilities include organizing the meeting, setting the agenda, and documenting the discussion and decisions. Following the meeting, a notification will be sent to the affected private utilities, providing them with the project schedule and deadlines for submitting relocation plans for review. The raSmith survey team is scheduled to perform an extensive topographic survey of the project area, as detailed within the RFP. The main goal is to collect in-depth topographical information vital for the accuracy of the project designs. The team plans to start by coordinating with Diggers Hotline, reviewing utility maps, and conducting a bench loop for high precision. The team will research and establish all property lines along the project limits. Surface topography will be collected, as detailed in the RFP, to establish roadway centerline profiles, cross section, side road and driveway profiles, culvert inverts, size, type, and material, along with existing underground and above ground utilities. Survey will extend onto private property in areas where the right-of-way is inadequate for the project.

We will also collect pavement cores to determine the existing roadway's pavement section material and depth. We will analyze the cores to determine if further subsurface exploration is needed for refinement of the pavement design.

Task 2: Concept Design

This task encompasses the development of conceptual level design plans for alternatives 1 and 2, as detailed in the RFP. The level of detail will be sufficient to allow the City to evaluate the relative impacts of each alternative. We will identify the impacts each alternative has on tree removals, utility relocations, private property impacts, and drainage constraints. We will provide an estimate of probable construction costs for each alternative to assist in the evaluation. raSmith will assist the City in preparation for Project Information Meetings (PIM), Public Works Committee, or Committee of the Whole meetings. We will attend the meeting and assist during the meetings to help all involved in evaluating the alternatives. We will prepare a memorandum that compares the relative benefits and costs of each alternative and offer recommendations for which project to proceed with final design.

Project Approach

Task 3: Road/Drainage Design

This task involves the analysis of the existing drainage within the project limits, including the ditches and driveway culverts, roadway intersections, roadway cross culverts, and any drainage structures/storm sewers. The analysis of the existing drainage patterns within the project limits will drive the roadway design, ensuring that the roadways drain properly and that ditches and driveway culverts convey stormwater runoff without causing erosion, or impacting adjacent properties or roadways. We will analyze the pavement cores and recommend pulverize or milling and replacement operations for the roadway improvements. The geometric design will indicate if there are impacts beyond the right-of-way, and we will provide the City with estimates of probable construction costs as well as exhibits to show the limits of the impacts to private property.

Task 4: Preparation of Plans and Specifications

This task encompasses the development of comprehensive Construction Documents and detailed Technical Specifications for items not included in standard contract documents (for Phase One only) tailored for the preferred alternative, as decided by the City of Mequon. These documents will form a full set of plans and materials for bidding. We will include an Estimate of Probable Construction Costs at the 60% and 90% milestones. The plans and specifications will have milestones at the 60% and 90% stage to allow a review meeting with the City staff.

The Construction Documents will include the following items:

- Title sheet
- Legend, general notes, and identifiers
- Benchmarks
- Existing conditions/removal plan
- Typical cross sections
- Roadway plan and profile
- Roadway cross sections, showing existing R/W and private utilities
- Cross sections at every driveway and crossroad culvert
- Erosion control plans
- Ditch profiles with driveway culverts included
- Stormwater management plans and details
- Utility plan and profile if required
- Pavement marking and signing plan
- Miscellaneous construction details
- Plan quantities for each construction phase

The drawings will be designed to allow for construction in two phases, as detailed in the RFP. The Construction Documents will be provided to the City for incorporation into their annual Road Improvement contract bid documents. raSmith will provide the City with reproducible construction drawings in ".dwg" and ".pdf" formats. Technical

Specifications will be provided in "Word" and "pdf" formats. raSmith will provide bid forms separating the drainage and utility items from the roadway reconstruction items.

Task 5: Agency Approvals and Utility Coordination

raSmith will initially supply design plan details to private utility firms to determine if conflicts exist. This is slated around the 60% Design Plan stage, when the design's impacts are more accurately ascertained. Following this, raSmith will evaluate any proposed relocations and endorse private utility work plans, ensuring they align with the overall project designs. Approved work plans will be communicated with City staff who will then integrate the approved utility work plans into their Work in Right-of-Way permit process. This task will also include preparation of Wisconsin Department of Natural Resources WRAPP (NOI) permit, if necessary.

Task 6: Bidding Assistance

raSmith will support bidding by addressing technical inquiries, providing addenda, and attending a pre-bid conference. We will organize the pre-bid conference with agenda and distribute minutes. raSmith will provide the City with the materials necessary for the City to send advertisements to the appropriate publications and distribute plans.

Task 7: Meetings

raSmith will attend a design kickoff meeting, as noted in Task 1: Survey and Information Collection, as well as PIM, Public Works Committee, or Committee of the Whole meetings as noted in Task 2. We will also meet with City staff for plan review meetings at the concept stage, 60% stage, and 90% stage of plan development. We will also attend the pre-bid meeting, as noted above. Exhibits and displays will be provided during these meetings in coordination with the City staff to assist in review.

Task 8: Construction Staking (Phase 1)

raSmith survey crews will provide comprehensive construction staking and survey support services, and furnish and install stakes and markings to establish precise alignment, location, benchmarks, and elevations for road/utility improvement work. Staking will be as detailed in the RFP and will include supervising construction staking, maintaining detailed survey documentation, and providing all necessary staff, equipment, and materials to effectively execute the work. Electronic documentation will be managed through construction staking cut sheets with PDF copies distributed to the Contractor and City.

Cost Proposal

| Task | Description | Lake Shore Drive and Mequon Road |
|--------|---|----------------------------------|
| Task 1 | Survey and Information Collection | \$48,749 |
| Task 2 | Concept Design | \$11,712 |
| Task 3 | Road/Drainage Design | \$5,790 |
| Task 4 | Preparation of Plans and Specifications | \$37,308 |
| Task 5 | Agency Approvals and Utility Coordination | \$4,041 |
| Task 6 | Bidding Assistance | \$2,145 |
| Task 7 | Meetings | \$3,786 |
| Task 8 | Construction Staking | \$18,099 |
| | Total: | \$131,630 |



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4224 A Resolution Authorizing Execution of a Permit Application with the Wisconsin Department of Transportation for the Maintenance of Pavement Markings and Symbols on a Buffered Bicycle Lane Along Wauwatosa Road Between Mequon Road and Knightsbridge Drive

Background

The City of Mequon and Wisconsin Department of Transportation (WisDOT) have an executed State/Municipal Maintenance Agreement (SMMA) for Wauwatosa Road (STH 181) south of Mequon Road to County Line Road. The road is owned by WisDOT, but the City is required to maintain sidewalks, pedestrian refuge islands, landscaping features, pavement markings at unsignalized intersections and mid-block crossings and the retaining wall at Mourning Dove Lane. See the attached SMMA for reference.

During the public information process for the Wauwatosa Road project, the Chair of the Joint Mequon-Thiensville Bike & Pedestrian Way Commission contacted WisDOT regarding the recently adopted Bicycle & Pedestrian Way Plan. The plan recommends a buffered bike lane or cycle track on Wauwatosa Road between County Line Road and Mequon Road. The Chair further indicated that given the speed and volume of traffic on Wauwatosa Road, some additional facility is needed to provide safer cycling.

Analysis

WisDOT responded to the Chair's request with the following (in part):

The purpose of the referenced project is to address the deteriorating pavement condition and decreasing ride quality along WIS 181, outdated traffic signal equipment and drainage maintenance concerns, as well as evaluating improvements to multi-modal accommodations. For this high-speed, high volume State Trunk Highway arterial with 10-foot paved shoulders, we saw the need for both bicycle and pedestrian connectivity.

At the time of scoping in 2020 and 2021, cost-benefit analysis conducted by WisDOT's OAPM (Office of Asset and Performance Management at WisDOT Central Office) determined the facility did not have operational or safety justification to add bike slip lanes at intersections where they don't currently exist or widen the roadway in the segment in the north where the shoulder drops completely. As a result, the project was scoped to perpetuate the 10-foot existing

shoulders as bike accommodations and add sidewalk to eliminate gaps along the west side of STH 181 between Donges Bay Road and Mequon Road. Real estate acquisition began in 2024 and is still ongoing for this sidewalk with several parcels still pending. Right-of-way should be complete by this November.

However, much has changed in the past few years, and national guidance has shifted regarding higher speed/higher volume roadways, with the recommendation to increase protection in the form of separation as speeds and car volumes increase. The Multimodal Unit has been relying largely on the Federal Highway Administration (FHWA)'s Bikeway Selection Guide, which has preferred facilities based on land use types, speeds, and car traffic volumes. Based on the 45mph and 9,100 Annual Average Daily Traffic (AADT) from County Line Rd to Donges Bay, FHWA would recommend a 10-foot shoulder, given this area would be characterized as 'rural' due to land uses and building densities. From Donges Bay to Mequon Rd, based on the 45mph and 11,700 AADT, FHWA would recommend a separated bike lane or shared use path, given this stretch of STH 181 would be characterized as 'suburban.'

If this project were in the scoping phase today, given SEWRPC Vision 2050 designates the corridor for an Enhanced Bicycle Facility and the Mequon Thiensville Master Plan designates the corridor for a cycle track or buffered bike lane, the recommendation would be to consider a separated facility for this project and complete a new cost benefit analysis to determine if there would be sufficient mobility benefit to achieve a separated facility at state cost. Because of the current 90%-point in design, adding a cycle track would not be possible given that additional right-of-way would need to be acquired which would delay the project significantly. The existing pavement is in severe distress, and an additional delay would be problematic for the roadway. Emergency pavement repairs were performed in the summer of 2023 in the northbound lanes (asphalt resurfacing near Donges Bay), and again in March 2025.

Since the existing facility has a 10-foot shoulder from County Line Road to Knightsbridge Drive, we likely do have the space to accommodate a buffered bike lane with additional pavement striping. A buffered bike lane could be achieved by creating a painted hatched buffer space and a marked bike lane, which increases awareness for motorists about the presence of bicyclists. With a 10-foot shoulder, we could likely achieve a 4-foot buffer space and 6-foot bike lane. As a result, we are proposing to revise the pavement marking to provide a buffered bike lane and have completed a draft design for this revised marking (attached). While the project could install these markings, an agreement for the City of Mequon to maintain the markings would be needed and will be submitted under separate cover.

The application attached to this memo is the referenced agreement. As this agreement obligates the City to future maintenance (pavement marking) costs not identified in the original SMMA, the agreement is before the Common Council for approval.

Fiscal Impact

There is no cost for the initial installation of the pavement markings, as they will be incorporated into the WisDOT project. Reapplication of the pavement markings in the future will be the responsibility of the City. Please note that this type of striping is beyond the capabilities of the Department of Public Works equipment, and therefore would likely be contracted as a part of the City's Annual Road Program, as necessary.

Recommendation

A recommendation is forthcoming from the Public Works Committee on August 12, 2025.

Attachments:

2729-07-70 STH181 CMequon CountyLineRd-MequonRd SMMA (PDF)

SE-45-BIKE 1 STH 181 City of Mequon bike lane marking and signing 6-16-25 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4224

A Resolution Authorizing Execution of a Permit Application with the Wisconsin Department of Transportation for the Maintenance of Pavement Markings and Symbols on a Buffered Bicycle Lane Along Wauwatosa Road Between Mequon Road and Knightsbridge Drive

RECITALS

A. The 2025 Mequon Thiensville Bike + Pedestrian Master Plan identifies Wauwatosa Road as a North-South Corridor and recommends adding a cycle track or buffered bike lane to address missing or substandard connections between the existing network.

B. The Wisconsin Department of Transportation evaluated improvements to multi-modal accommodations. For this high-speed, high volume State Trunk Highway arterial with 10-foot paved shoulders, WisDOT identified the need for both bicycle and pedestrian connectivity.

C. The Wisconsin Department of Transportation will include pavement markings to designate a 4-foot buffer space and 6-foot bike lane as a part of its pending construction project.

D. The Wisconsin Department of Transportation will bear the cost for installation as a part of the construction project, pending an agreement for the City of Mequon to maintain the pavement markings.

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

1. The Wisconsin Department of Transportation Application/Permit for Bike Lane Marking and Signing, in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.


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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

| | | |
|---|---------------------------|--|
|  | STATE/MUNICIPAL | Date: August 12, 2024 |
| | <u>MAINTENANCE</u> | ID: 2729-07-70 |
| | AGREEMENT | Road Name: STH 181 Limits: County Line Rd to Mequon Rd County: Ozaukee |

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 this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2729-07-70

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 and upon signature by the State, delivery to the Municipality. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance Agreement.

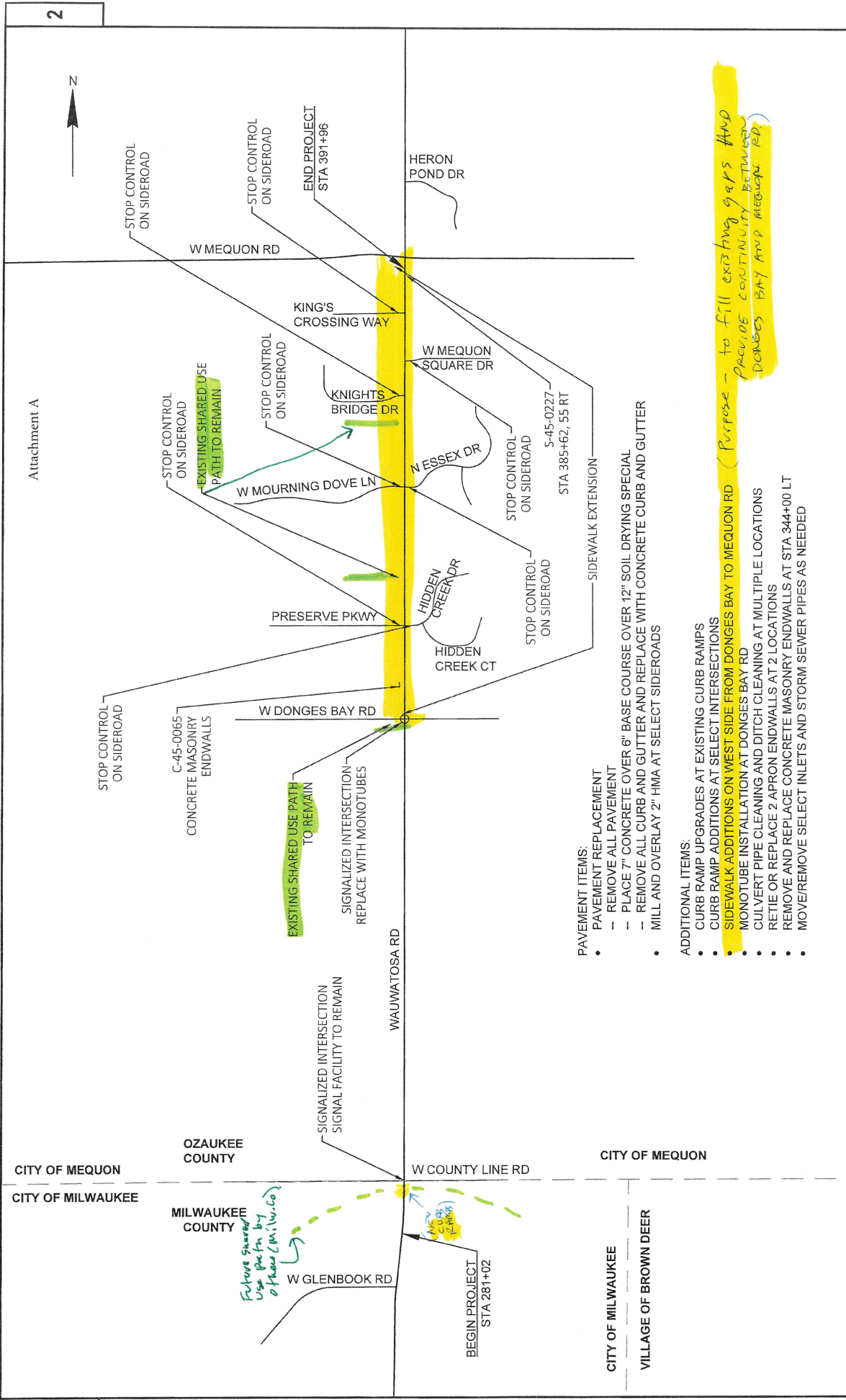
| | |
|---|--|
| Signed for and in behalf of the City of Mequon (Please sign in blue ink) | |
| Name (print) <i>Andrew Neubauer</i> | Title <i>Mayer</i> |
| Signature <i>[Signature]</i> | Date <i>9/20/2024</i> |
| Signed for and in behalf of the State (Please sign in blue ink) | |
| Name Brian Roper | Title WisDOT SE Region Maintenance Chief |
| Signature Brian A. Roper | Date 10.16.24 |

Attachment: 2729-07-70 STH181 CMequon CountyLineRd-MequonRd SMMMA (RESOLUTION 4224 : STH 181 SMMMA Buffered Bike Lane and Bike

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections: County Line Road, Donges Bay Road, Mequon Road
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Permitting authority of utilities and access control on all State Trunk, US, and Interstate Highways.
 - (e) Mowing of the following specified limits.
 1. STH 181 (County Line Road to Knights Bridge Dr.)
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain sidewalks, pedestrian refuge islands and landscaping features, refer to attachment A.
 - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings. The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.). The municipality shall obtain a permit with the State (contact Traffic Operations Unit (signing and marking)).
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:
 1. Retaining Walls: Located in NW quadrant at Mourning Dove Lane. Damages to walls caused by normal plowing operations or vehicle crashes shall be repaired or removed by the Municipality within 48 hrs.
 2. Grass: mowing, weed control, litter removal where landscaping was approved by permit, refer to Attachment B., from Knights Bridge Dr. to Mequon Rd. Note that the in Highway Right of Way Permit extends to N. Port Washington Road, beyond the limits of this improvement project.
 3. Landscaping: removal and replacement of dead plant material, pruning, watering; as permitted within the defined limits in the Work in Highway Right of Way Permit (Attachment B).
 4. Other: Utilities; Sanitary sewer and water.

4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
7. Upon completion of construction project, 2729-07-70, the Municipality will assume all afore mentioned maintenance responsibilities.



Attachment A

2

2

- PAVEMENT ITEMS:**
- PAVEMENT REPLACEMENT
 - REMOVE ALL PAVEMENT
 - PLACE 7" CONCRETE OVER 6" BASE COURSE OVER 12" SOIL DRYING SPECIAL
 - REMOVE ALL CURB AND GUTTER AND REPLACE WITH CONCRETE CURB AND GUTTER
 - MILL AND OVERLAY 2" HMA AT SELECT SIDEROADS
- ADDITIONAL ITEMS:**
- CURB RAMP UPGRADES AT EXISTING CURB RAMPS
 - CURB RAMP ADDITIONS AT SELECT INTERSECTIONS
 - SIDEWALK ADDITIONS ON WEST SIDE FROM DONGES BAY TO MEQUON RD
 - MONOTUBE INSTALLATION AT DONGES BAY RD
 - CULVERT PIPE CLEANING AND DITCH CLEANING AT MULTIPLE LOCATIONS
 - RETIE OR REPLACE 2 APRON ENDWALLS AT 2 LOCATIONS
 - REMOVE AND REPLACE CONCRETE MASONRY ENDWALLS AT STA 344+00 LT
 - MOVE/REMOVE SELECT INLETS AND STORM SEWER PIPES AS NEEDED

Purpose - to fill existing gaps and provide continuity between DONGES BAY AND MEQUON RD

Future Sewer Use for the by of Phase (M.I.W.Co)

| | | | | |
|---|-------------------------|------------------------------|------------------|--------------|
| PROJECT NO: 2729-07-70 | HWY: STH 181 | COUNTY: OZAUKEE | PROJECT OVERVIEW | SHEET PRE_4 |
| FILE NAME: I:\PROJECTS\272907\07\27290701\27290701.DWG | DATE: 09/20/21 11:52 AM | PROJECT BY: YANG, YANG, NENG | PROJECT NAME: | 1 IN 2500 FT |
| PROJECT NAME: I:\PROJECTS\272907\07\27290701\27290701.DWG | DATE: 09/20/21 11:52 AM | PROJECT BY: YANG, YANG, NENG | PROJECT NAME: | 1 IN 2500 FT |

APPLICATION/PERMIT FOR BIKE LANE MARKING AND SIGNING

Wisconsin Department of Transportation
DT2500 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of bike lane marking and signing on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking and signing the bike lane.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made for each continuous bike lane segment.

| | | |
|--|--|---|
| Applicant – Municipality City of Mequon | | County Ozaukee |
| Mailing Address 11333 N. Cederburg Road Mequon, Wis 53092 | | Area Code – Telephone Number 262-236-2913 FAX Number |
| Type of Project <input checked="" type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement | | Project ID <input checked="" type="checkbox"/> Yes, Project # <u>2729-07-70</u> <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Location: On Highway / Local Street Name STH 181 | | Intersecting Street From: W. County line road To: Mequon Road |
| Type of Bike Lane Marking (design/dimensions) <input checked="" type="checkbox"/> Other (attach detail & reason) | | (material) <input type="checkbox"/> Paint <input checked="" type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify) |
| Operational Features <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Edge Line <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Symbols <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Words <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Signs | | Description/Type of Marking and Signing project id 2729-07-70 - bike lane with symbols and arrows and R3-17 bike lane signing |
| Reasons for Bike Lane Marking and Signing | | |

Marking and Signing Installation Conditions

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document. 2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices. 3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices. 4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.), unless other arrangements have been made. 5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance | <ol style="list-style-type: none"> 6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings. 7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify. 8. The permittee should be aware that future upgrading of the highway will remove the permitted marking and signing. A future permit will be needed to replace the marking and signing. 9. Right of way permit |
|--|---|

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

X

 (Authorized Representative) (Title) (Date)

Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

| | |
|--------------------------------------|--|
| Permit Number SE-45-Bike 1 | X |
| | (Regional Authorized Representative) (Area Code - Telephone Number) (Date) |

Attachment: SE-45-BIKE 1 STH 181 City of Mequon bike lane marking and signing 6-16-25 (RESOLUTION 4224 : STH 181 SMMA Buffered Bike

INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

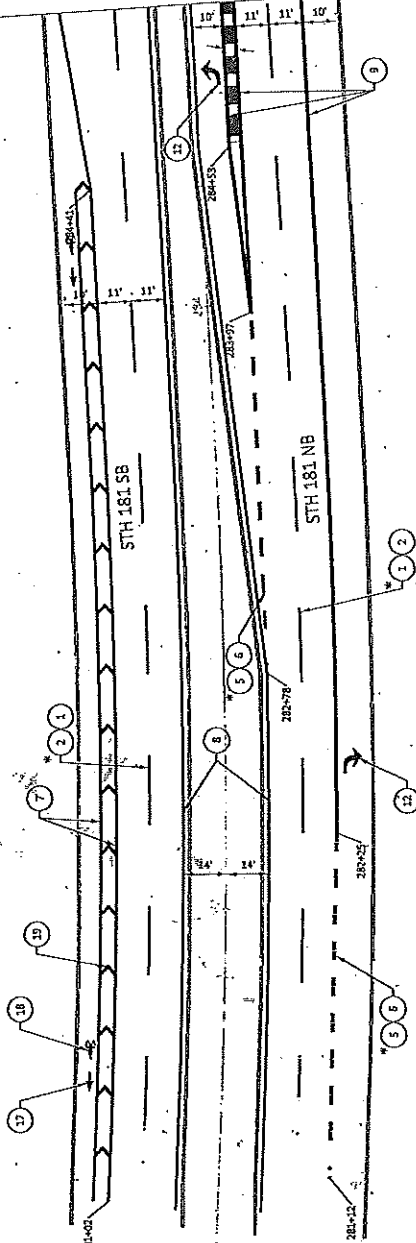
No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.

2

MATCH LINE 285+00



*Bike Lane
marking +
signing*



NOTE: PROPOSED LINEWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (12.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (12.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTINUIT EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING BLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 28-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
 - 20 MARKING WORD EPOXY (WHITE)
 - 21 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 22 MARKING CURB EPOXY (YELLOW)

* SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING

| | | | |
|---|------------------|---------------------------|-------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: I:\PROJECTS\272907\272907\272907\PAVEMENT MARKING LAYOUT.PIA | LAYOUT NAME: PMA | DATE: 6/2/2023 2:02:28 AM | SCALE: 1 IN=30 FT |
| HWY: STH 181 | PROJECT NAME: | DATE: 6/2/2023 2:02:28 AM | SCALE: 1 IN=30 FT |

NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY

Bike Lane

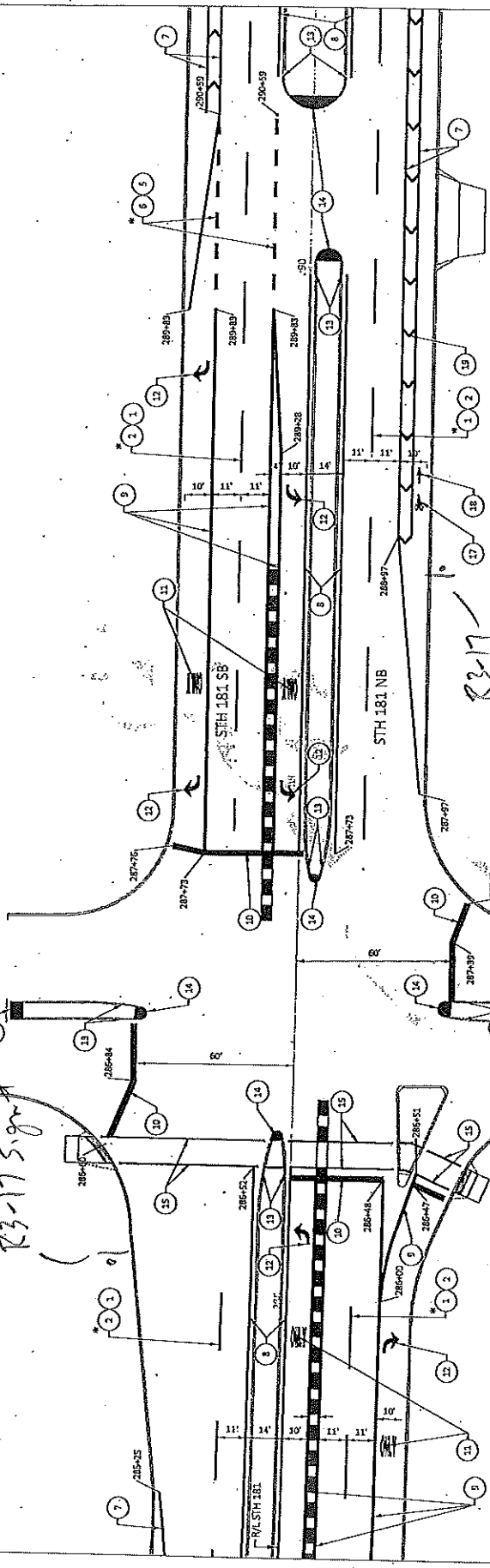
R3-17 Sign Ahead

Sign Ahead

2

MATCH LINE 2914+00

2



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 5-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT STOP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT STOP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT STOP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT STOP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT STOP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT STOP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)

R3-17 Sign Ahead

PROJECT NO: 2729-07-70
 FILE NAME: INFO\313\2729\07\00\SMMP\PLAN\0242-PA.DWG
 COUNTY: OZAUKEE
 HWY: STH 181
 PAVEMENT MARKING
 PLOT BY: WANG, WANG, HENG
 PLOT NAME:
 PLOT DATE: 6/7/2015 10:53 AM
 SHEET 11
 FACT SCALE: 1:1000 FT
 WOOD/CADDS SHEET 42

2

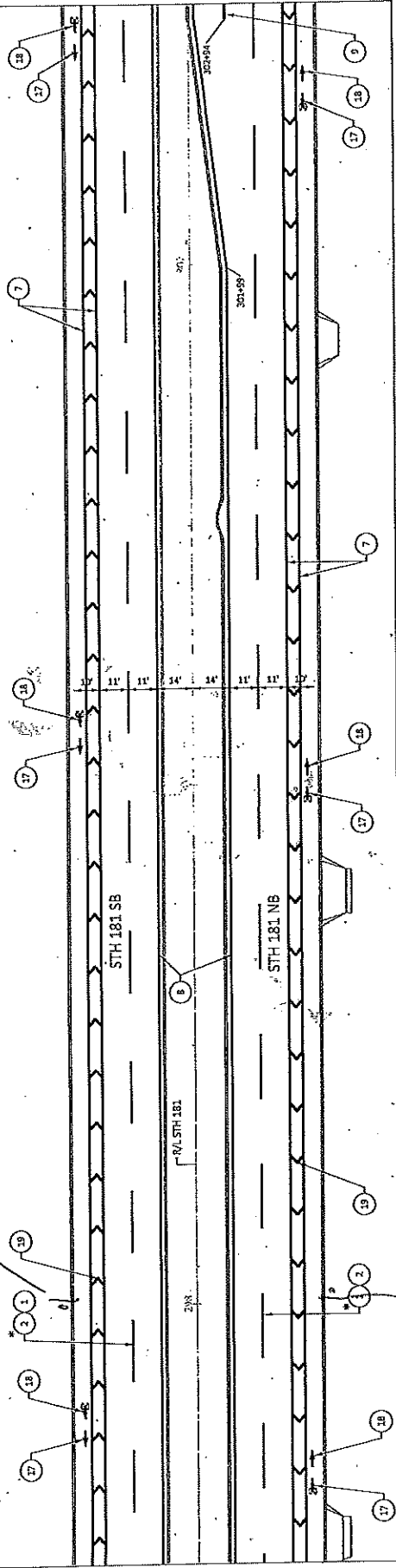
MATCH LINE 303+00



NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY

153-17

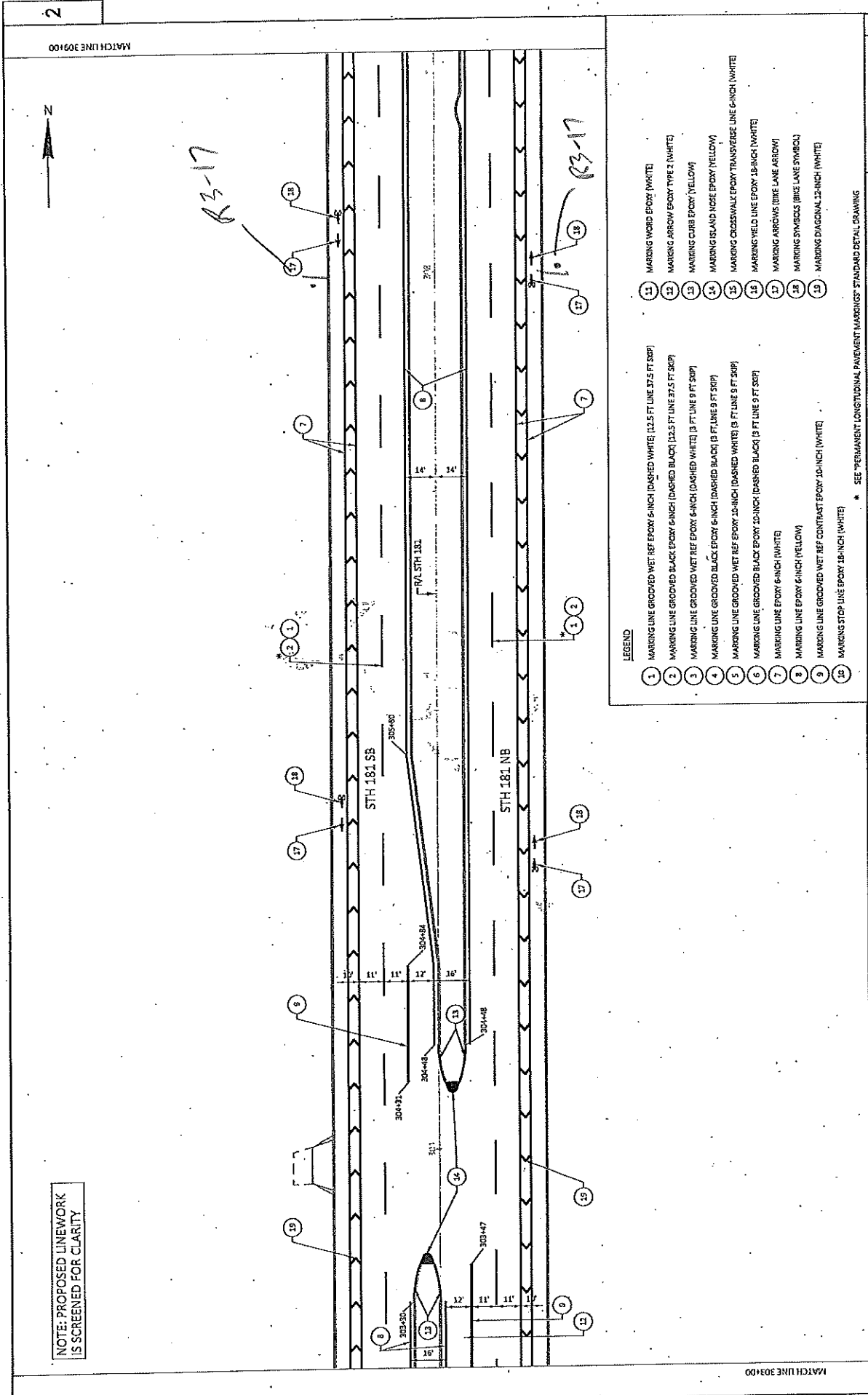
153-17



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIRE LAKE ARROW)
 - 18 MARKING SYMBOLS (BIRE LAKE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
- * SEE PERMANENT LONGITUDINAL PAVEMENT MARKINGS STANDARD DETAIL DRAWING

| | | | |
|--|-------------------------------|--------------------------|------------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | HWY: STH 181 | SHEET: E |
| FILE NAME: W:\PROJECTS\272907\2020\2020-SHEETS\PAVING\PAVING LAYOUT NAME - PA1 | PLOT DATE: 6/27/2023 10:52 AM | PLOT BY: YANSI WANG MENG | PLOT SCALE: 1"=40 FT |
| PAVEMENT MARKING | | | WISDOT/CADDIS SHEET 43 |

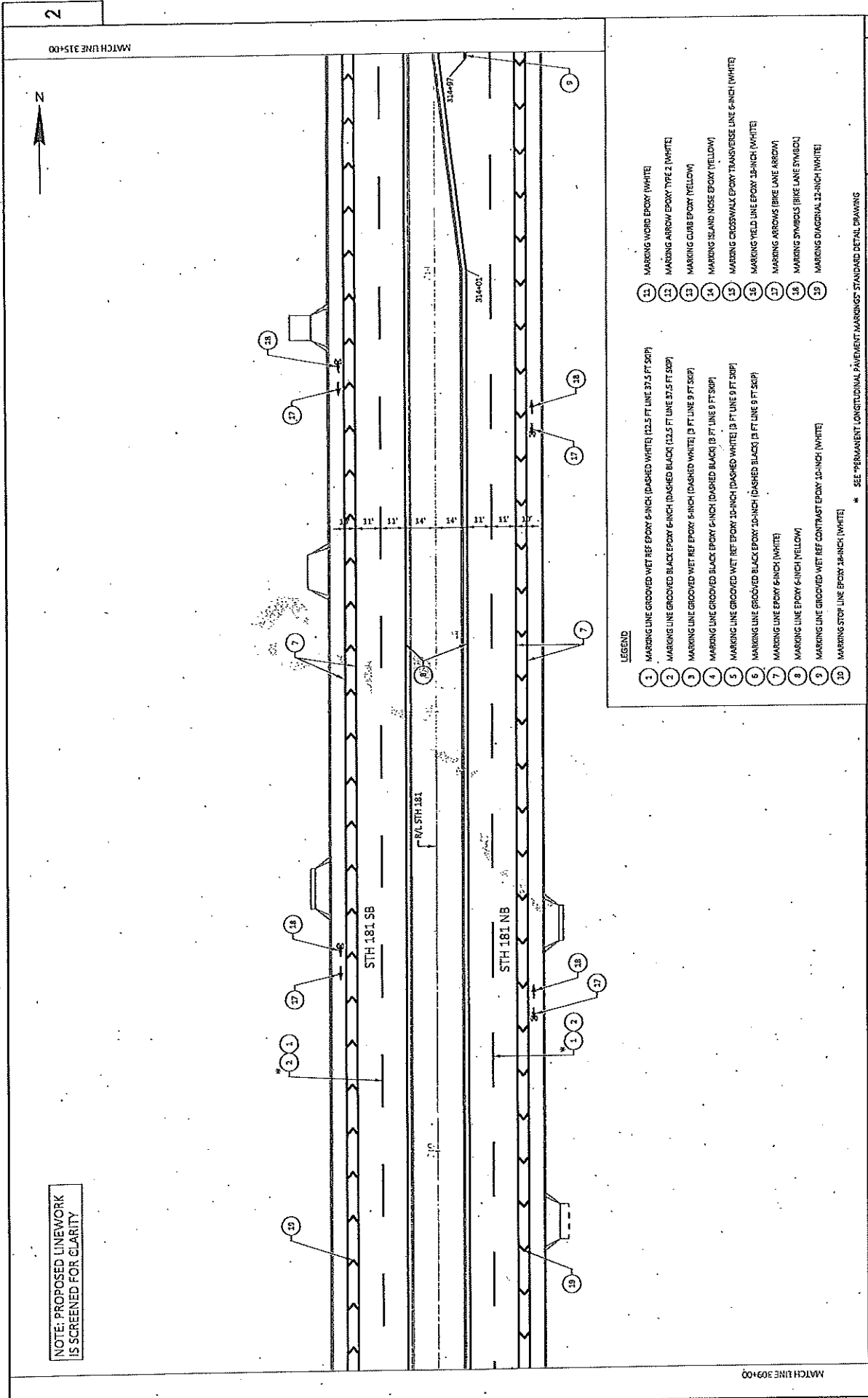
Attachment: SE-45-BIKE 1 STH 181 City of Mequon bike lane marking and signing 6-16-25 (RESOLUTION 4224 : STH 181 SMMA Buffered Bike



NOTE: PROPOSED LINERWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (12.5 FT LINE 37.5 FT SGP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (12.5 FT LINE 37.5 FT SGP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT SGP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT SGP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT SGP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT SGP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)

| | | | |
|--|------------------------|-----------------------------|----------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: W:\03\03232500\SHEET\PLAN\2440-PAVING | DATE: 6/27/23 10:52 AM | DESIGNER: WANG, WANG & NENG | SCALE: 1 INCH = 1 FT |
| PROJECT NAME: HWY: STH 181 | | | |
| | | | WOODY/CODS SHEET 42 |



NOTE: PROPOSED LINEWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 2-INCH (WHITE)
 - 12 MARKING WORD EPOXY (WHITE)
 - 13 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 14 MARKING CURBS EPOXY (YELLOW)
 - 15 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 16 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 17 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 18 MARKING ARROWS (BIKE LANE ARROW)
 - 19 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 20 MARKING DIAGONAL 12-INCH (WHITE)

| | | | |
|--|--------------------|--------------------------|---------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: \HYDRO\2020\06\06\PROJECTS\WAS\S&S\2-BUILDING LAYOUT NAME - PMO | PLT DATE: 07/20/20 | PLT BY: YANG, WANG, JENG | 1 IN=8 FT |
| | | | WIDESPACES SHEET 42 |

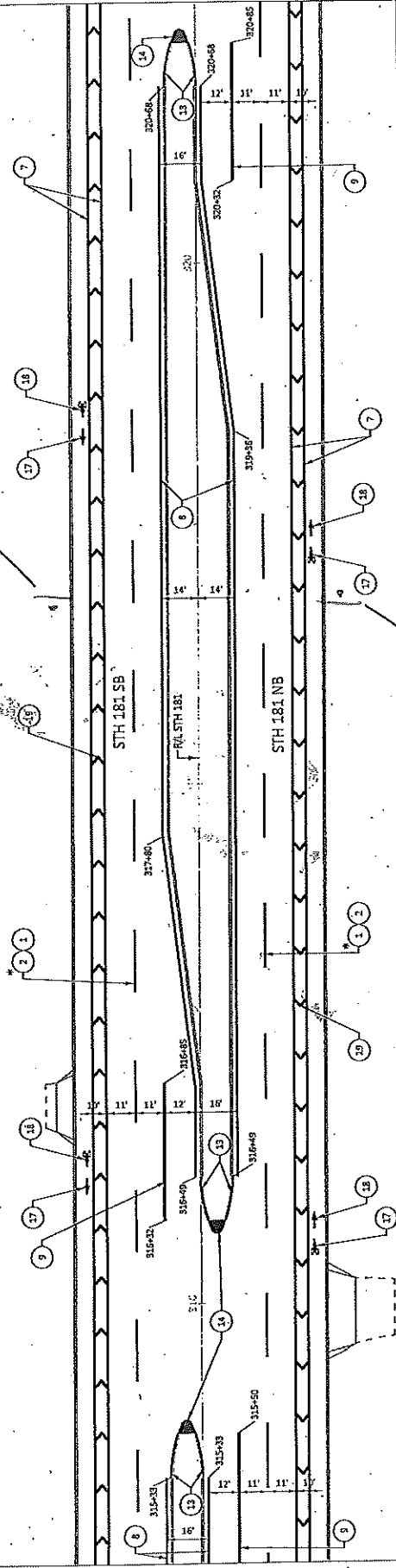
2

MATCH LINE 321+00



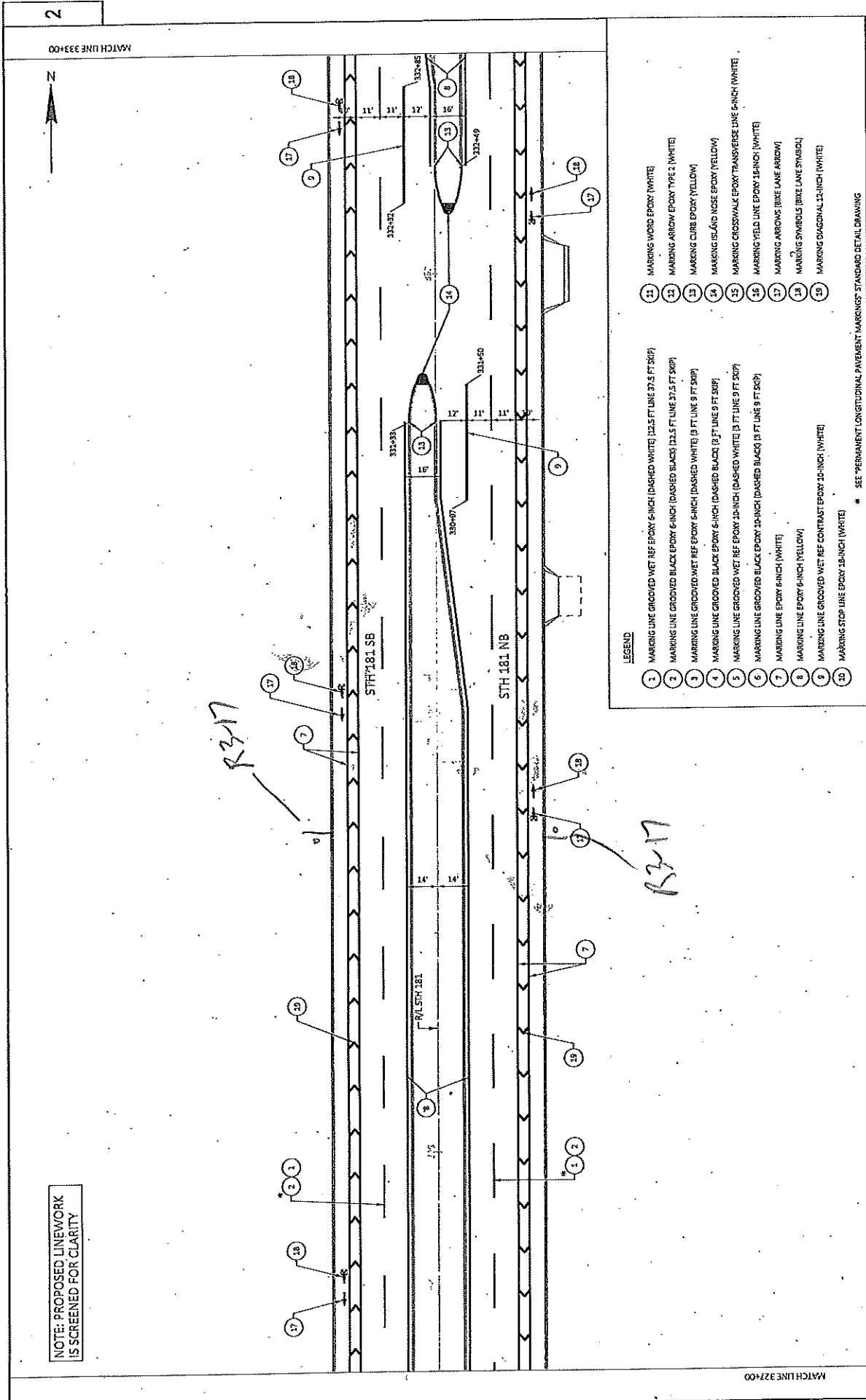
NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY

R3-17



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT STOP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT STOP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT STOP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT STOP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT STOP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT STOP)
 - 7 MARKING LINE GROOVED WET REF EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
- * SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING

| | | | |
|--|------------------------|---------------------------|------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: I:\PROJECTS\2729-07-70\2729-07-70-PAV.DWG | DATE: 6/22/23 10:42 AM | ACT BY: YANKS, WANE, NESP | 1 OF 40 FT |
| | | | 1 OF 40 FT |



NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 20-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 20-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 7 MARKING LINE GROOVED WET REF EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE GROOVED WET REF CONTRAST EPOXY 20-INCH (WHITE)
 - 9 MARKING STOP LINE EPOXY 20-INCH (WHITE)
 - 10 MARKING WORD EPOXY (WHITE)
 - 11 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 12 MARKING CURB EPOXY (YELLOW)
 - 13 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 14 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 15 MARKING YIELD LINE EPOXY 26-INCH (WHITE)
 - 16 MARKING ARROWS (BIKE LANE ARROW)
 - 17 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 18 MARKING DIAGONAL 12-INCH (WHITE)

| | | | |
|--|--|---------------------------|----------------------------|
| PROJECT NO: 2729-07-70 | COUNTY: DZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: \\NRS\GIS\2020\2020\PROJECTS\PAVEMENT\2020\PAVING | PLAT DATE: 6/27/2023 10:52 AM | PLAT BY: WANG, WANG, HONG | PLAT SCALE: 1 INCH = 30 FT |
| HWY: STH 181 | SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING | | VIDEO/ROADS SHEET 42 |

2

MATCH LINE 345+00

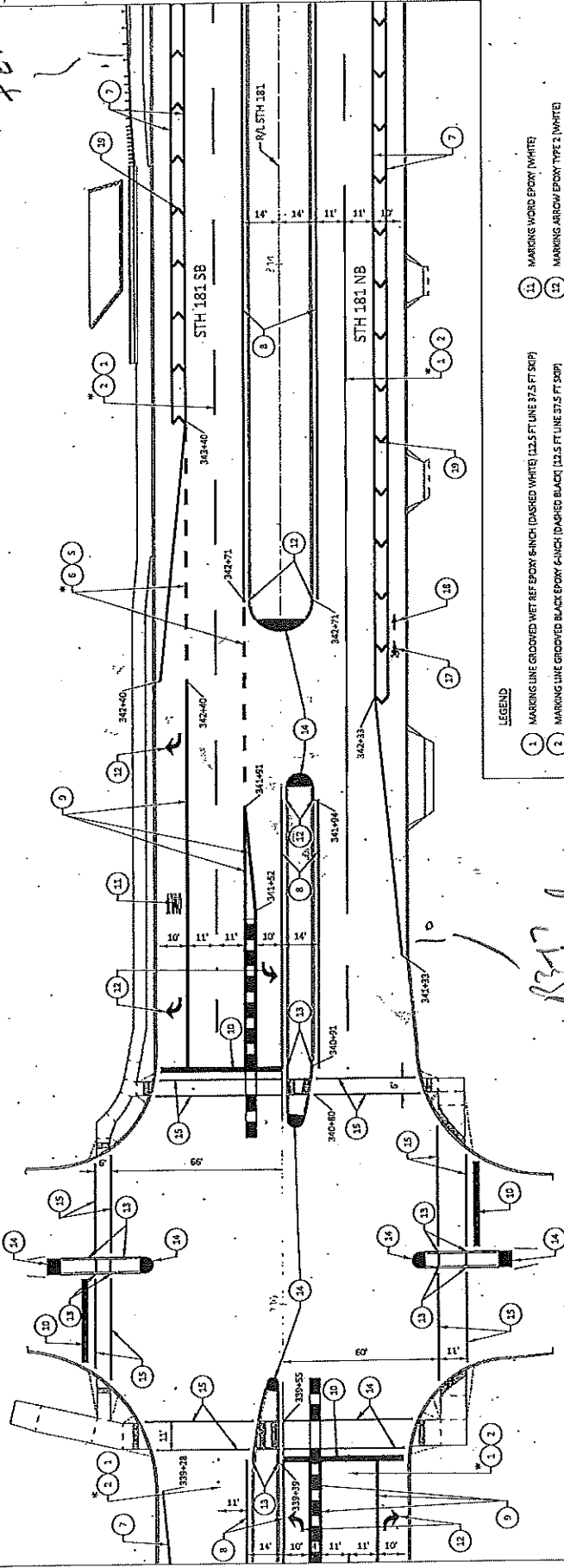


*R3-17
+ EPOXY*

W DONGES
BAY RD

W DONGES
BAY RD

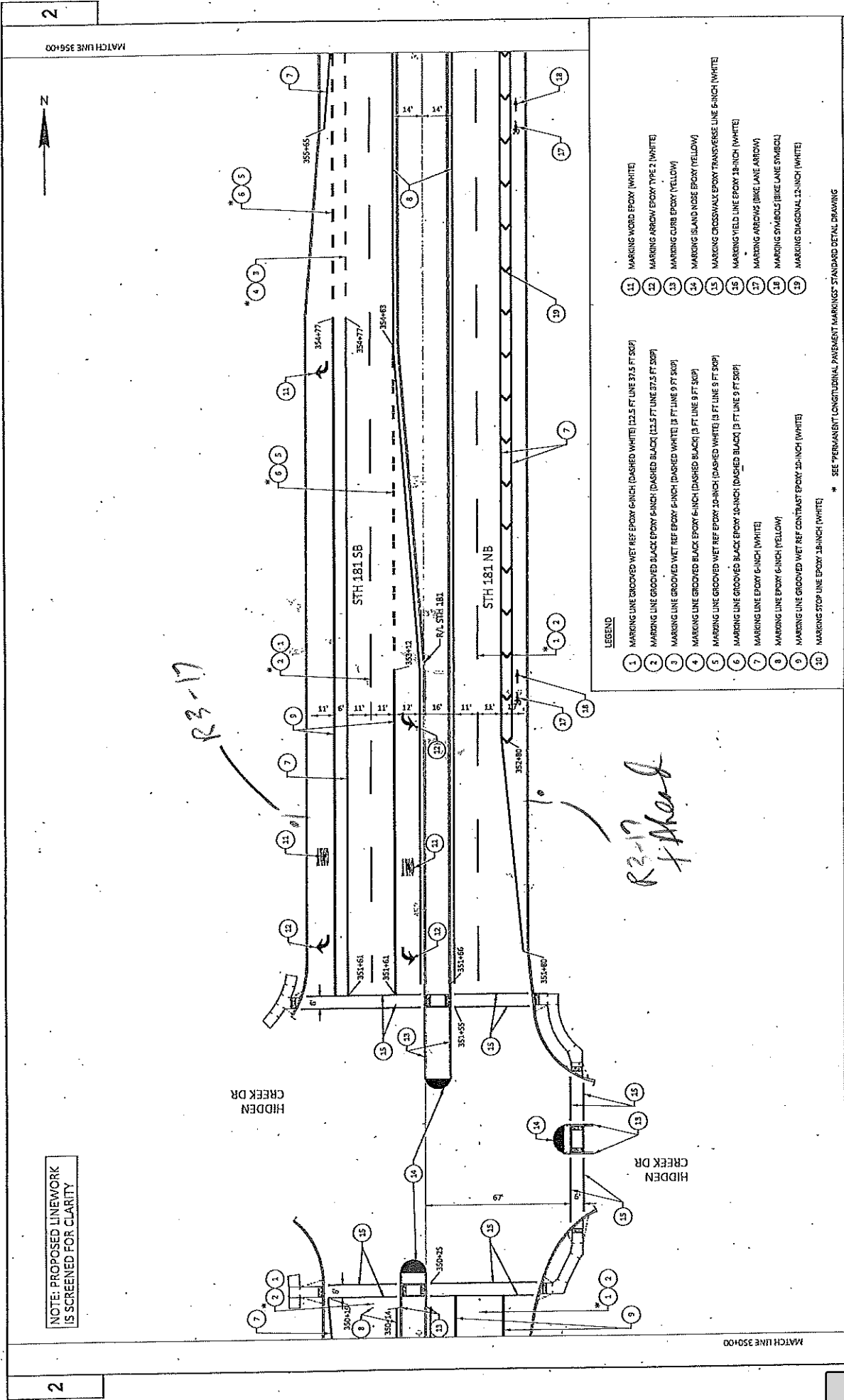
NOTE: PROPOSED LINEWORK
IS SCREENED FOR CLARITY



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (22.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (22.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
 - 20 MARKING ISLAND NOSE EPOXY (YELLOW)
- * SEE PERMANENT LONGITUDINAL PAVEMENT MARKINGS STANDARD DETAIL DRAWING

| | | | |
|--|----------------------|----------------------|----------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | PAVEMENT MARKING | SHEET |
| FILE NAME: W:\03\272907\000\01\SHEETS\PAVEMENT MARKING | | | |
| DATE: 07/20/2018 | DATE: 07/20/2018 | DATE: 07/20/2018 | DATE: 07/20/2018 |
| BY: WANG, WANG, NSUG | BY: WANG, WANG, NSUG | BY: WANG, WANG, NSUG | BY: WANG, WANG, NSUG |
| SCALE: 1"=40' FT | SCALE: 1"=40' FT | SCALE: 1"=40' FT | SCALE: 1"=40' FT |

2

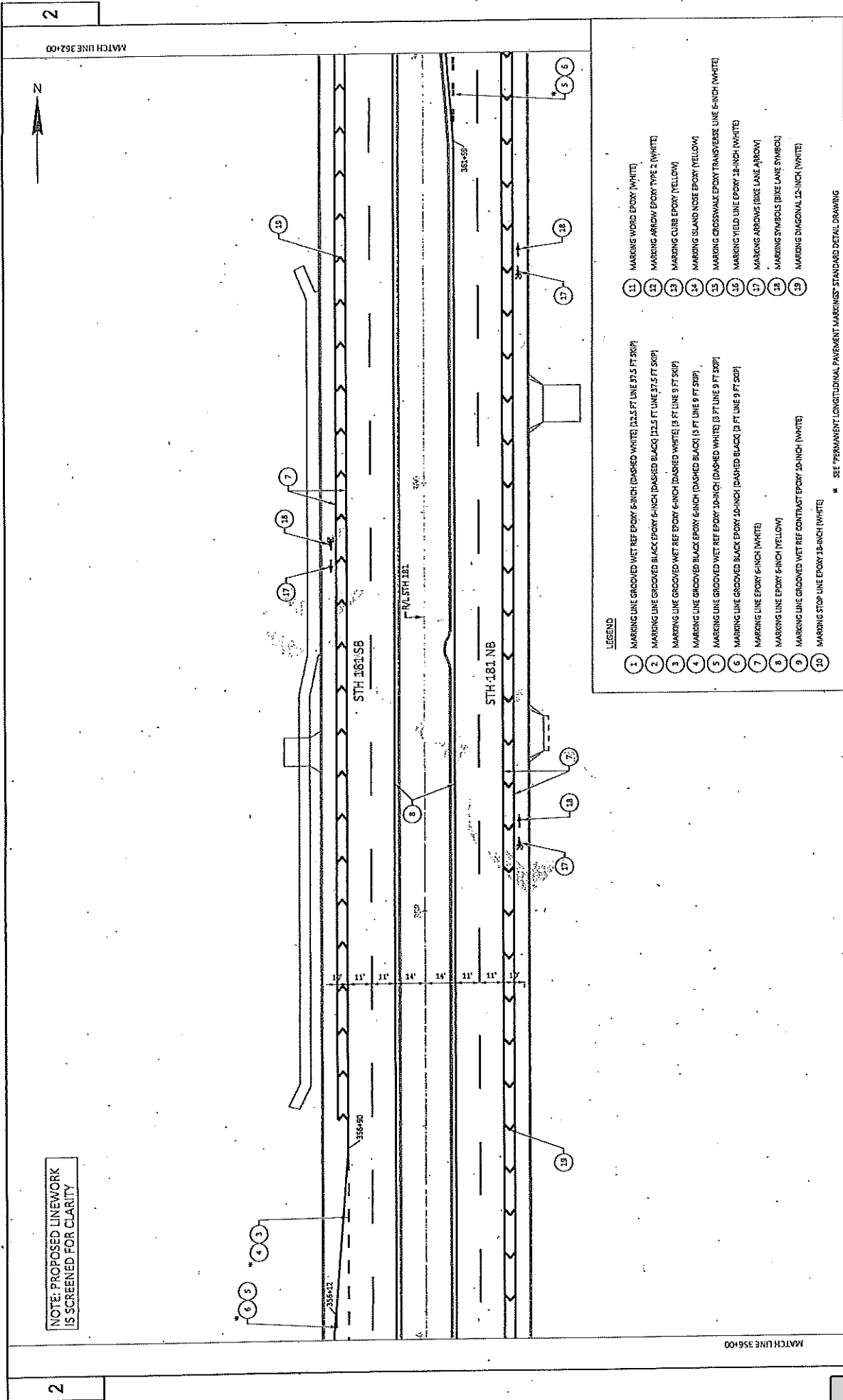


PROJECT NO: 2729-07-70 COUNTY: OZAUKEE HWY: STH 181 SHEET: E1

FILE NAME: H:\PROJECTS\27290706\SETPLAN\27290706_P1.DWG LAYOUT NAME - PA1E

DATE: 6/27/2013 10:23 AM PLOT BY: WANG, WANG, HENG PLOT NAME: PLOT SCALE: 1"=48" FT

WSDOT CROSS STREET: 42



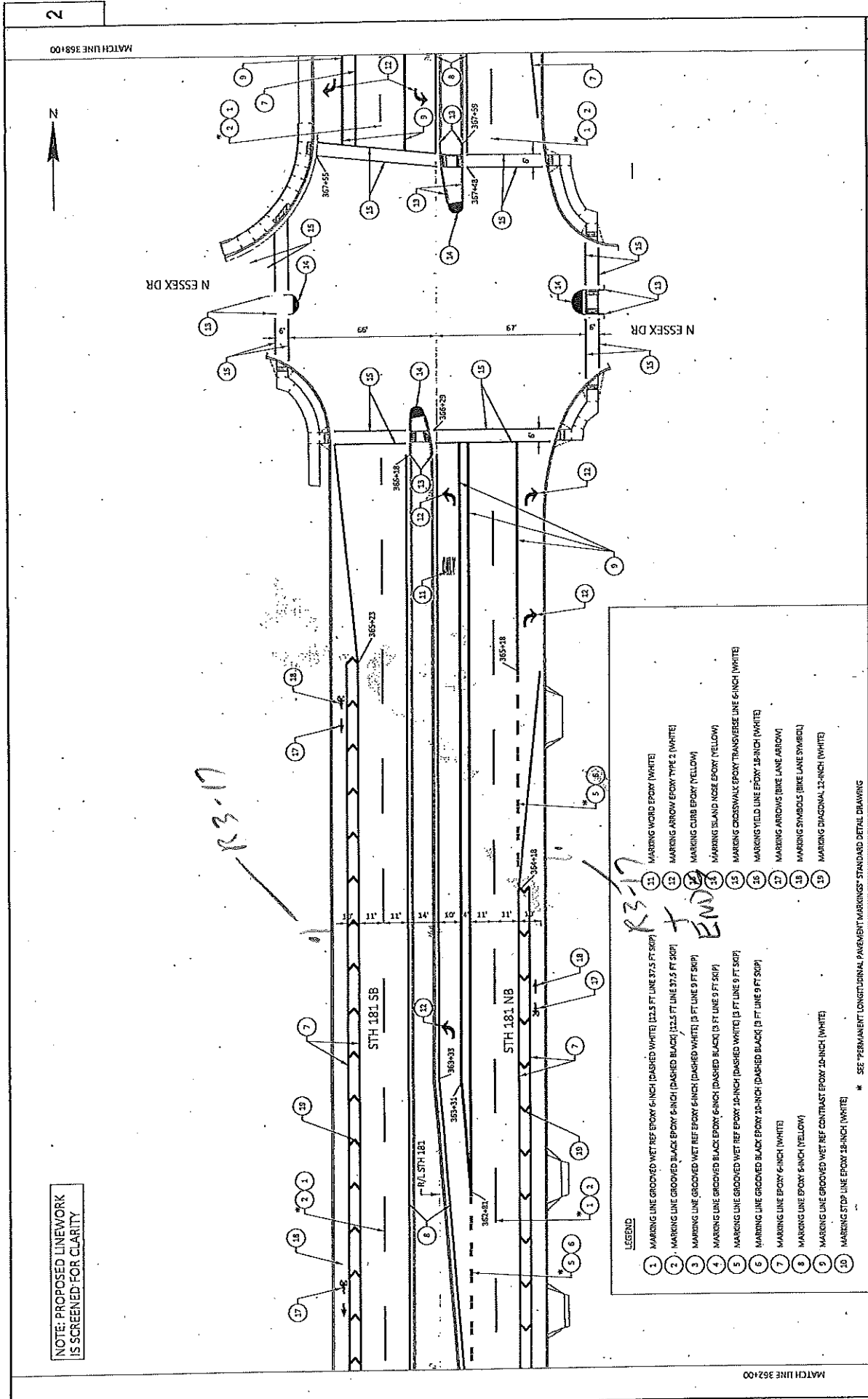
NOTE: PROPOSED LINWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (12.5 FT LINE 30.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (12.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (9 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (9 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING SLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROW (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
- * SEE PERMANENT LONGITUDINAL PAVEMENT MARKINGS STANDARD DETAIL DRAWING

PROJECT NO: 2729-07-70
 COUNTY: OZAUKEE
 HWY: STH 181
 FILE NAME: N:\PROJECTS\27290706\06\07\PLAN\02\03\PAVING LAYOUT\NAME-PAV17
 PLOT DATE: 6/2/2023 10:33 AM
 PLOT NAME: PAV17
 PLOT SCALE: 1 INCH = 10 FT
 SHEET: E

2

2



NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY

- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) [12.5 FT LINE 37.5 FT SKIP]
 - 2 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED BLACK) [12.5 FT LINE 37.5 FT SKIP]
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) [9 FT LINE 9 FT SKIP]
 - 4 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED BLACK) [9 FT LINE 9 FT SKIP]
 - 5 MARKING LINE GROOVED WET REF EPOXY 18-INCH (DASHED WHITE) [9 FT LINE 9 FT SKIP]
 - 6 MARKING LINE GROOVED WET REF EPOXY 18-INCH (DASHED BLACK) [9 FT LINE 9 FT SKIP]
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 18-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 18-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)
- * SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING

| | | | | | | | |
|------------------------|---|---------------------------------|---------------------------|--------------|-----------------------|-------|----|
| PROJECT NO: 2729-07-70 | FILE NAME: \\NPS\CD\272907\08\ASPECT\PLAN\2420-PK\DWG | PLAT DATE: 6/27/2013 2:03:38 AM | PLAT BY: YANG, WANG, HENG | PLAT NAME: . | PLAT SCALE: 1"=60' FT | SHEET | E1 |
| COUNTY: OZAUKEE | | PAVEMENT MARKING | | | | | |
| HWY: STH 181 | | | | | | | |

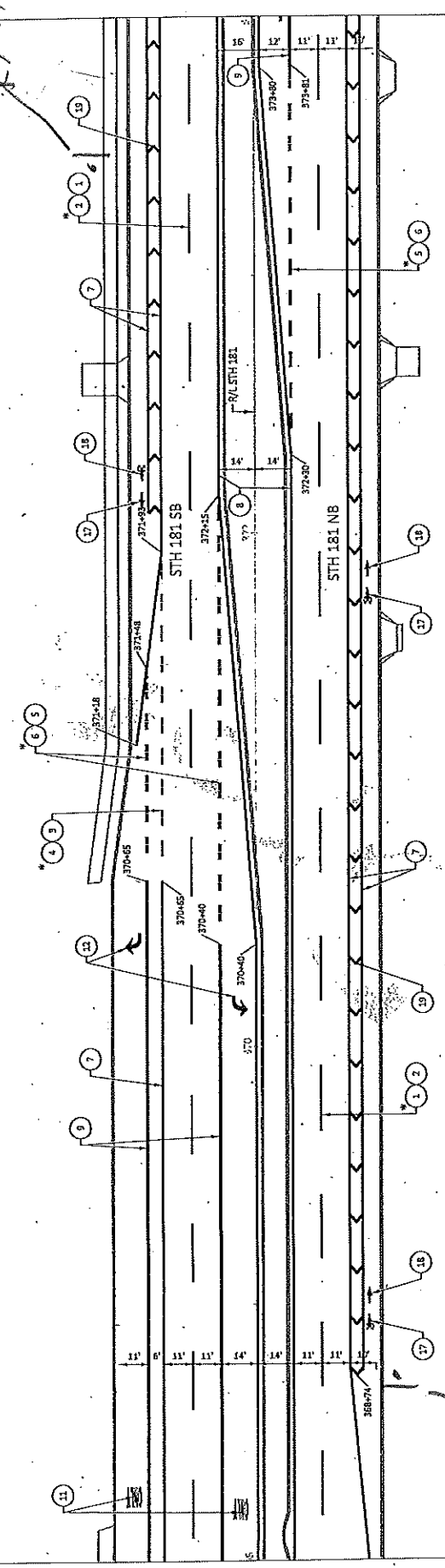
2

MATCH LINE 374+00



Handwritten: R3-17

NOTE: PROPOSED LINENWORK IS SCREENED FOR CLARITY



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (12.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (12.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRAST EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 12-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 18-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)

* SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING

PROJECT NO.: 2729-07-70
 COUNTY: OZAUKEE
 HWY: STH 181
 FILE NAME: W:\PROJECTS\272907\SPRINT\PLAN\94301-PA.DWG
 LAYOUT NAME: PA19

DATE: 6/22/2015 10:43 AM
 PLOT BY: YAKA, WANG, HONG
 PLOT MARK: 1 IN=60 FT
 PLOT SCALE: 1 IN=60 FT
 SHEET: E

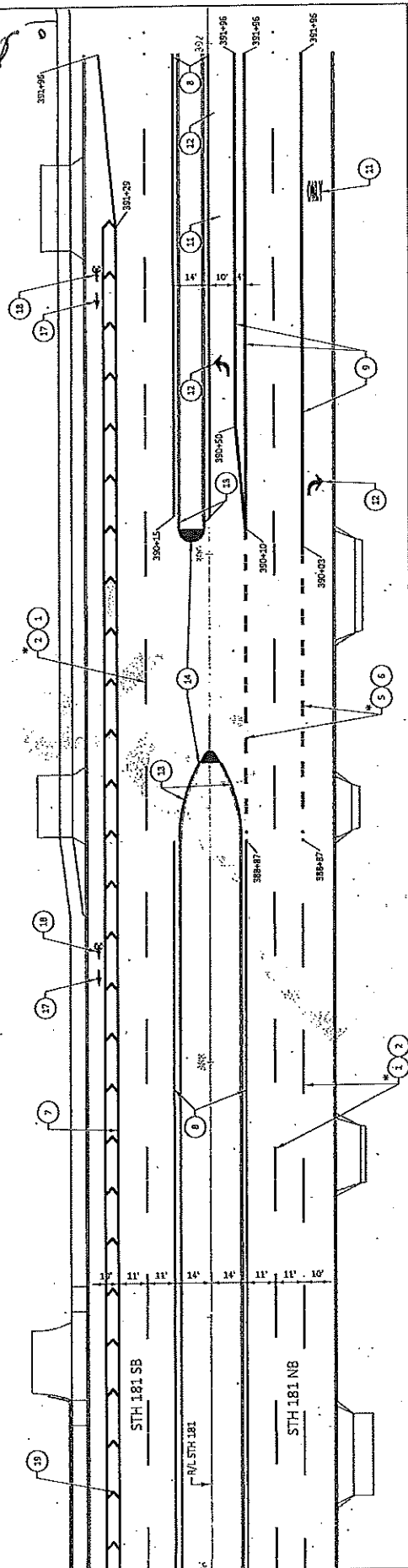
2

2

2

NOTE: PROPOSED LINEWORK IS SCREENED FOR CLARITY

R3-Blend



- LEGEND**
- 1 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (12.5 FT LINE 37.5 FT SKIP)
 - 2 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (12.5 FT LINE 37.5 FT SKIP)
 - 3 MARKING LINE GROOVED WET REF EPOXY 6-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 4 MARKING LINE GROOVED BLACK EPOXY 6-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 5 MARKING LINE GROOVED WET REF EPOXY 10-INCH (DASHED WHITE) (3 FT LINE 9 FT SKIP)
 - 6 MARKING LINE GROOVED BLACK EPOXY 10-INCH (DASHED BLACK) (3 FT LINE 9 FT SKIP)
 - 7 MARKING LINE EPOXY 6-INCH (WHITE)
 - 8 MARKING LINE EPOXY 6-INCH (YELLOW)
 - 9 MARKING LINE GROOVED WET REF CONTRACT EPOXY 10-INCH (WHITE)
 - 10 MARKING STOP LINE EPOXY 10-INCH (WHITE)
 - 11 MARKING WORD EPOXY (WHITE)
 - 12 MARKING ARROW EPOXY TYPE 2 (WHITE)
 - 13 MARKING CURB EPOXY (YELLOW)
 - 14 MARKING ISLAND NOSE EPOXY (YELLOW)
 - 15 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH (WHITE)
 - 16 MARKING YIELD LINE EPOXY 78-INCH (WHITE)
 - 17 MARKING ARROWS (BIKE LANE ARROW)
 - 18 MARKING SYMBOLS (BIKE LANE SYMBOL)
 - 19 MARKING DIAGONAL 12-INCH (WHITE)

* SEE "PERMANENT LONGITUDINAL PAVEMENT MARKINGS" STANDARD DETAIL DRAWING

| | | | |
|--|--------------------------|--------------------------|-----------------------|
| PROJECT NO: 2729-07-70 | COUNTY: OZAUKEE | HWY: STH 181 | SHEET: E1 |
| FILE NAME: H:\PROJECTS\272907\07\06\PROJECTS\PLAN\6480-PAV.DWG | DATE: 6/27/2013 10:23 AM | PLT BY: YANG, WANG, NENG | PLT SCALE: 1 IN=60 FT |
| LAYOUT NAME: PA02 | | | WSP076480.SHEET#2 |

Attachment: SE-45-BIKE 1 STH 181 City of Mequon bike lane marking and signing 6-16-25 (RESOLUTION 4224 : STH 181 SMMA Buffered Bike



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4225 A Resolution Authorizing Execution of a State/Municipal Maintenance Agreement (SMMA) and a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Traffic Signal Enhancements at the Intersection of Mequon and Cedarburg Roads, and Block Style Crosswalk Enhancements on Mequon Road (at Cedarburg Road, Riverland Road/Riverland Court, Robin Lane, Lilac Lane and Market Street)

Background

The Wisconsin Department of Transportation (WisDOT) has passed the 60% design milestone for the Mequon Road project from Cedarburg Road to Port Washington Road. The proposed project includes:

- Pavement mill and fill, with some base patching
- Replacement of 4 traffic signals: Cedarburg Road, Eastgate Drive, River Road and Range Line Road
- Correcting curb ramps
- Miscellaneous concrete work on the bridge over the Milwaukee River along with a deck seal
- Reconstructing the crossing at the railroad crossing and updating the R/R signal

The project is currently planned for a September 2027 let, which could be accelerated pending available funding.

Analysis

The City of Mequon has a permit on Mequon Road for the median plantings and the mid-block crosswalks. The City requested enhanced, block-style crosswalks in place of the existing standard striping, to increase the visibility of the pedestrian and bicycle crossings. Enhanced, block-style crosswalks were previously installed at the Cedarburg Road intersection. The City also requested black traffic signals at the Cedarburg Road intersection, consistent with Town Center standards.

As those requests are more expensive than the standard alternative, the City and WisDOT must enter into a State/Municipal Financial Agreement where the City will pay for its portion of the requested work. Maintenance of the items included in the permits are required under the State/Municipal Maintenance Agreement.

Fiscal Impact

Table 1: Summary of Costs includes the breakdown of Municipal Funds estimated for the project. The mid-block crossings range from \$2,300 - \$2,900 each and will be funded through the Road Program capital account. The block crosswalk at Cedarburg Road is \$17,000 and the black traffic signals are \$17,500 and will be funded by the Town Center TIF.

Ongoing maintenance of the pavement markings and landscaping are incorporated into annual budget requests.

Recommendation

A recommendation from the Public Works Committee is forthcoming on August 12, 2025.

Attachments:

2270-06-70 STH57 CMequon STH 167-CTH_W SMMA (PDF)

2270-06-00_70 STH57 CMequon STH 167-CTH_W (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4225

A Resolution Authorizing Execution of a State/Municipal Maintenance Agreement (SMMA) and a State/Municipal Financial Agreement (SMFA) with the Wisconsin Department of Transportation for Traffic Signal Enhancements at the Intersection of Mequon and Cedarburg Roads, and Block Style Crosswalk Enhancements on Mequon Road (at Cedarburg Road, Riverland Road/Riverland Court, Robin Lane, Lilac Lane and Market Street)

RECITALS

A. The Wisconsin Department of Transportation (WisDOT) is planning to mill and repave STH167 (Mequon Road) from Cedarburg Road east to Port Washington Road.

B. WisDOT will include block style crosswalks at the intersections of Riverland Road/Court, Robin Lane, Lilac Lane and Market Street at the request of the City of Mequon at a total financial obligation of \$10,500, which will be funded by the Road Program Capital Account.

C. WisDOT will include block style crosswalks at the intersection of Cedarburg Road and Mequon Road at the request of the City of Mequon at a total financial obligation of \$17,000, which will be funded by the Town Center Tax Incremental District.

D. WisDOT will include black traffic signals at the intersection of Cedarburg Road and Mequon Road at the request of the City of Mequon at a total financial obligation of \$17,500, which will be funded by the Town Center Tax Incremental District.

E. Should the Town Center Tax Incremental District close prior to invoicing from WisDOT, the balance of the expenditures owed shall be funded by the Road Program Capital Account.

F. Maintenance of the block crosswalks and cost for the colored traffic signals shall be the responsibility of the City of Mequon and incorporated into the existing permit agreements.

G. WisDOT is requesting approval of an agreement obligating the City to the long-term maintenance of the permitted crosswalks, sidewalks and landscaping.

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 State/Municipal Funding Agreement for the block crosswalks and colored traffic signal installation, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.


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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

| | | |
|---|--|---|
|  | STATE/MUNICIPAL MAINTENANCE AGREEMENT | Date: July 23, 2025 ID: 2270-06-70 Road Name: W Mequon Rd (STH 57) Limits: 500' S OF STH 167 TO CTH W County: Ozaukee |
|---|--|---|

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 this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 2270-06-70

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 and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 2270-06-70. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance Agreement.

| | |
|---|---|
| Signatures certify the content has not been altered by the municipality. 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 Brian Roper | Title WisDOT SE Region Maintenance Chief |
| Signature | Date |

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality’s foregoing agreements to maintain the facility to State standards, the

Attachment: 2270-06-70 STH57 CMequon STH 167-CTH_W SMMA (RESOLUTION 4225 : Mequon Rd SMFA Crosswalks and Traffic Signal

Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.

2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Signalized intersections N East Gate Dr, N River Rd, N Range Line Rd, N Port Washington Rd
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Drainage elements including curb and gutter, stormwater inlets, and storm sewer as well as street sweeping.
 - (d) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, sidewalks, pedestrian refuge islands and landscaping features (refer to attachment A).
 - (b) Remove snow and ice from sidewalks and pedestrian refuge islands.
 - (c) Maintain clear right-of-way of all encroachments.
 - (d) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project. Refer to Attachment B.
 - (e) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.
 - (f) Maintain and accept responsibility for the following as applicable to this agreement:

{Insert/delete any of the following statements as applicable to the limits of this agreement:}

 1. Structures: clearance of snow and/or ice from the sidewalk on the structure.
 2. Grass: mowing, repair tire ruts in turf, weed control, litter removal where landscaping was approved by permit, refer to Attachment A.
 3. Landscaping: removal and replacement of dead plant material, pruning, watering as permitted within the defined limits in the Work in Highway Right of Way Permit (Attachment A). Spray of vegetation in roadway cracks/joints at the Municipality discretion.
 4. Other (please identify): utilities: water, sanitary, block crosswalks at Riverland Rd / N. Riverland Ct, N. Robin Ln, N. Lilac Ln, W. Market St, Refer to Attachment B. Black power coating (paint) on signals at Cedarburg Rd.
4. The Municipality, within the specified limits, agrees to:

(a) Prohibit angle parking.

(b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.

1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction project, 2270-06-70, the Municipality will assume all afore mentioned maintenance responsibilities.

APPLICATION/PERMIT TO WORK ON HIGHWAY RIGHT-OF-WAY

D.O.S.

SPECIAL PERMIT PROVISIONS

The following checked provisions apply to this permit:

GENERAL

- 1. The applicant shall contact the Transportation District Chief Maintenance Engineer at the address and telephone number indicated on the face of this permit to arrange for a District representative to inspect the work site. No work under this permit shall be accomplished prior to his/her arrival.
2. The applicant shall notify the Transportation District Chief Maintenance Engineer at the address and telephone number indicated on the face of this permit prior to the completion of the work authorized and at a time that enables District personnel ample opportunity to inspect the work before the applicant's employees leave the site.
3. Construction by open-trench methods is authorized only if the permitted installation can be accomplished in advance of the highway paving. If this cannot be accomplished, the permitted facility shall be jacked and/or dry augured.
4. At any location where open-trench installation across highway pavements is authorized, the surfacing shall be saw-cut full depth to enable it to be restored with smooth joints.
5. All excavations shall be back-filled in accordance with the attached detail.
6. Vegetation shall not be cut or trimmed without the consent of the owner. Nontarget trees and shrubs shall not be damaged.
7. Trimming is limited to only that which is necessary to afford safe clearance. This does not authorize clear swath cutting.

ROADSIDE PLANTING

- 9. Trees and other plant materials may be planted only in such locations and in such species as indicated on the attached plans or as specified in the field by the Transportation District Chief Maintenance Engineer or his representative.
10. The applicant shall maintain all plantings by watering and mulching when necessary during the first growing season. The applicant may replace dead or dying plantings at any time.
11. No sign or marker identifying the plantings may be placed within the limits of the highway right-of-way.
12. The Department agrees to provide reasonable care and maintenance of the plantings to the extent of its usual and customary procedure in relation to any and all roadside vegetation.
13. The Department accepts no responsibility for loss that may occur to the plantings. The applicant shall be fully aware that the plantings are subject to mortality; thinning; normal hazards due to maintenance operations, snow control, and public utility installation or alteration; trimming or removal if and when the plantings cause restrictions to sight distance or hazardous snow and ice conditions on the highway; possible destruction should reconstruction of the highway be undertaken; and possible partial or complete abandonment or obliteration or return to private ownership if future changes in highway location should be made.

7) SEE ATTACHED SPECIAL PERMIT PROVISIONS

Form with fields for Location Description, Applicant Name and Address, Type of Work Proposed, Starting Date, and Completion Date. Includes handwritten entries for 'CITY OF MEQUON' and 'MEDIAN PLANTING WITH TREE MAINTENANCE'.

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit provisions, superimposed notes, and detail drawings, which may be added by the Department.

Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

Signature of Authorized Representative: Lee Szymbrorski, City Administrator. Date: 4/26/99.

Transportation District Location and Telephone Number: WI DEPT. OF TRANSPORTATION, Trans. District Two, 2000 Pewaukee Rd., Suite A, Waukegan, WI 53187-0798. (414) 521-5344.

The applicant shall contact the Transportation District Office at the Telephone Number given at right NOT LESS THAN 3 WORKING DAYS prior to the start of the permitted work to arrange for a District Representative to locate and mark the existing traffic signal lines. No work under this permit shall be accomplished prior to the District Representative's arrival.

Division of Highways Permit Approval

Permit Number: 200283, Issuance Date: 4-27-99.

Signature of State Maintenance Engineer for Highway: B.P. Cole

45-2M-99

IM405_483

INDEMINIFICATION

The Applicant shall save and hold the State, its officers, employees, agents and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way. (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; or to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit right-of-way by the State for location of property, lines or facilities on highway right-of-way or right-of-way with or without a permit issued by the State, or any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatsoever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement and disposition, defend all actions based thereon and pay all charges of attorney and other costs and expenses any kind arising from any such liability, damage, loss, claims, demands and actions.

PERMIT PROVISIONS AND CONDITIONS OF APPROVAL

Pursuant to the Wisconsin Statutes, this permit is granted to allow performance of that specific work described over which the Department of Transportation has permit authority. The following provisions and any attached provisions shall govern.

- 1. No part of the permitted work shall be commenced until warning signs, devices and methods adequate to protect the public are in place and fully functional. Warning signs and devices shall conform to the appropriate sizes, designs and arrangements specified within the Wisconsin Manual on Uniform Traffic Control Devices, current edition. It shall be the responsibility of the applicant to provide and maintain at least the quantity of signs and devices therein described, but to also supplement those with such additional signs, devices and flags as are necessary to functionally protect persons and property from injury or damage at all times and under all conditions, including changed or changing conditions. Warning signs, devices and methods shall be in place and protectively functional prior to the commencement of any of the permitted works within the limits of the highway right-of-way, and shall protect the public until all permit-associated works are complete.
2. Vehicles, equipment and materials shall be regulated by the applicant to assure consistently safe conditions. Particular care shall be exercised at all times to assure a safe traffic environment at and near the site of the work. These requirements pertain while the work operations are in active progress, as well as during periods of work shutdown. Any discovered violation of this permit, and particularly as regards any failing to maintain a safe traffic and general public environment will require an immediate cure by the applicant to stop or progress of the work, and may result in revocation of the permit and expulsion from the highway right-of-way.

- 3. Holiday work restrictions apply to the permitted works. The applicant should obtain a copy of the Holiday Work Restrictions applicable from the Transportation District Office identified on the face of this permit.
4. The permitted work shall be coordinated, and in no case interfere, with any highway improvement being undertaken at the same time.
5. Blasting within the limits of the state highway right-of-way is expressly prohibited, unless specifically authorized by the Department.
6. The applicant shall provide the supervisor of the permitted work(s) with a copy of this permit and is responsible to assure that the supervisor is familiar with all the permit's details and requirements. A complete copy of the permit shall be in the possession of the workforce at all times that work is being performed within the right-of-way. The applicant shall be responsible to the State for any failure to comply with any part of this permit.
7. It shall be the responsibility of the applicant to determine the location of, and protect or cause to be protected from any damage, any facilities existing in the area to be influenced by the permitted work. All notifications to others are likewise a responsibility of the applicant.

- 3. All operations shall be performed without obstructing nor closing all or any part of any highway traffic lane unless specifically sanctioned by the Department.
5. All costs for constructing and maintaining the permitted facilities shall be the obligation of the applicant. The permitted facilities shall, if necessary, be altered at the expense of the applicant to facilitate alteration, improvement, safety control, or maintenance of the highway, as may be ordered by the Department.
10. The permit does not transfer any land, nor give, grant or convey any land right, right in land, nor easement.
11. The permit authorizes only the described works of and/or the authority for the facilities of any other, either by present or future installation.
12. Any disturbance to, operation within, or use of a highway median is expressly prohibited, unless specifically sanctioned by the Department.
13. Construction methods and restorations shall be in accordance with applicable parts of the Department's Standard Specifications for Road and Bridge Construction, current edition.
14. The applicant shall assure that proper erosion control measures are implemented prior to and at all times during work operations. The applicant shall also be responsible for providing and maintaining erosion control measures to protect all restored areas upon completion of the permitted works until the replacement vegetation achieves sustained growth.
15. No direct access for the installation, maintenance or repair of any permitted facility shall derive from the travel lane or shoulder of any freeway, nor from any ramp or interchange, except access rendered imperative by an actual emergency. In the latter event, contact shall be established by the applicant with the Wisconsin State Patrol and with the Transportation District Office indicated on the face of this permit by the earliest means possible.

- 16. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the Department may specify. Any facility or part thereof which is located other than as the permit defines occupies such location solely at the risk of the applicant. Accordingly, if the same is undetected or is suffered to remain in variance to the permit, the applicant agrees to hold the State, its employees, agents and officers harmless and free of any cost, claim or liability associated with any accidental damage to such facility which may result from a highway construction, maintenance, traffic control, or right-of-way management function.
17. All highway facilities disturbed by the permitted works or associated operations shall be restored promptly. Restoration is not accomplished voluntarily, without delay, if the Department may issue a notice setting a time-certain by which the restoration must be complete. If the applicant fails to satisfactorily complete all restorations directly for all needed restorations, the Department may arrange such restorations and the arrangements therefor shall be a cost-obligation of the applicant. The applicant agrees to pay any and all such costs.
18. Any brush, trash or waste materials resulting from the permitted works shall be removed from the highway right-of-way. No tree or shrub shall be cut, trimmed or damaged to facilitate the installation or maintenance of the permitted facility except as authorized by the owner of such tree or shrub. See Wisconsin Statutes 86.03(2)(4), 36.16(3), and 182.017(5). Disposal of such materials off the right-of-way shall be in accordance with applicable solid waste disposal regulations.

- 19. Upon completion of the work and restorations, written notice shall be filed within 10 calendar days with the District Chief Maintenance Engineer of the Transportation District Office indicated on the face of the permit.
20. Operations and safety precautions pertinent to any trenching, tunneling, or excavation activities shall comply with the most strict requirements of all applicable regulations and codes, including, but not limited to, those of the Wisconsin Department of Industry, Labor and Human Relations.
21. Smooth and finished slopes shall be constructed at any location where any graded portion of the highway right-of-way meets the lands of the adjacent property owner.
22. Any excavation authorized within the limits of any normal highway pavement or shoulder area shall be backfilled with suitable granular material, placed in lifts or layers 12" or less each in depth, and compacted mechanically to the compaction of the adjacent and undisturbed ground or material. Water flooding and the use of moisture in excess of necessity to facilitate mechanical compaction are prohibited. Any subsequent bearings, settlements, or other faultings attributable to the permitted works shall be repaired to the satisfaction of the Department at the applicant's expense. Temporary sheeting and shoring shall be used as necessary to prevent soil caving in trenches and tunnels.
23. Any curb, gutter, sidewalk, driveway, gravel base, ballast or shoulder material, or other element of the highway right-of-way or facility disturbed by the permitted works shall be restored in kind to the qualities, grades, compactions and conditions at least equal to those prevailing ahead of the permitted work operations and all to the satisfaction of the Chief Maintenance Engineer of the Transportation District Office indicated on the face of this permit.
24. Any tuffered area of the right-of-way disturbed by the permitted works shall be restored with fine-graded topsoil having a depth of not less than 4 inches, and reseeded to perennial grass, or sodded to the satisfaction of the Department.

- 25. In the opinion of the District Chief Maintenance Engineer, the permitted works or facilities obstruct highway drainage, unduly increase the difficulty of highway maintenance, or in any other manner adversely affect a highway interest, the applicant shall, upon notice, cure the fault as directed, and restore the highway facility to the satisfaction of the Department.
26. For jacked or augered installations across and beneath any freeway, or vehicle, equipment nor material shall be any nearer to any freeway travel lane than the jacking pits; and no jacking pit shall be any nearer to the outer edge of the nearest freeway lane than 30 feet.
27. The applicant is responsible to assure that the site of construction is secure against any hazard to the public, both when the site is attended and during off-hours, any holiday, and the hours of night when the site is unattended.
28. The applicant should be aware that future upgrading of the highway may require the adjustment of part or all of the permitted facility in order to conform to the State's Utility Accommodation Policy.
29. The covers of manholes, shut-off and regulator valves, and like facilities shall be adjusted to the level of the immediately adjacent grades.
30. No vehicle, equipment or material relating to the permitted work shall be parked or stored within the limits of the highway right-of-way except such as are actively engaged in the work operation.
31. No greater length of trench shall be open at any time than is necessary to maintain essential progress of the work.

SPECIAL PERMIT PROVISIONS

1. The work shall proceed in an orderly and systematic manner without interference with traffic, highway service, maintenance operations, or any of the facilities of the highway or utilities in conjunction with the highway.
2. In the event the plantings become unsightly, the highway authority may issue a notice, setting forth a time - certain by which restoration is restored to an acceptable condition. Should the permittee fail to satisfactorily complete any required restoration, the highway authority may arrange for the needful restoration, and all costs associated, shall be a cost - obligation of the permittee. The permittee agrees to pay any and all costs, within 60 calendar days of the state billing.
3. Accomplishment of any part of the permitted work shall evidence the permittee's agreement to fully comply with and be bound by the permit in all its parts.
4. The first hundred (100) feet back of the median nose shall be kept clear of any plantings and no plantings or shrub beds shall be placed in medians adjacent to left turn shadow lanes, or medians less than 15 feet in width.
5. Because of limited planting space, no plants shall be placed within 6 feet of the highway median curb.
6. All plant beds shall provide for uninterrupted median drainage.
7. Plant material of the shade or ornamental tree variety shall be placed as not to restrict the view of official highway signage within the median and shade tree species shall be maintained to allow for a 13 foot, 6 inch height over the pavement lane.
8. The applicant agrees to maintain all turf areas of the median within the permitted limits. This shall include mowing and weed control. Fertilization and watering of the median turf is at the discretion of the applicant..

1999 BEAUTIFICATION PROJECT PLANT LISTING

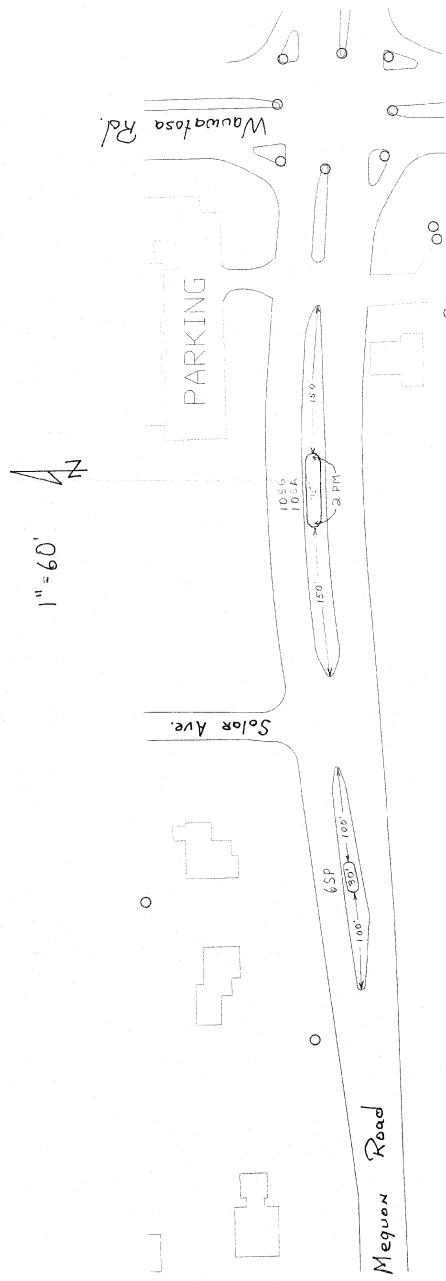
| Key | Botanical Name | Common Name | Qty. | Size | Remarks | Spacing |
|---------------------|-------------------------------------|------------------------------|------|------------|---------|----------|
| CANOPY TREES | | | | | | |
| AP | Acer platanoides "Parkway" oval | Norway Maple | 6 | 2" | B&B | 35' o.c. |
| FA | Corylus Coluna | Turkish Filbert or Hazel | 3 | 2" | B&B | 35' o.c. |
| FC | Fraxinus pennsylvanica "Cimmaron" | Green Ash | 5 | 2" | B&B | 35' o.c. |
| FS | Fraxinus pennsylvanica "Summit" | Green Ash | 4 | 2" | B&B | 35' o.c. |
| GS | Gleditsia triacanthos "Skyline" | Thornless Common Honeylocust | 3 | 2" | B&B | 35' o.c. |
| GT | Gleditsia triacanthos "Shademaster" | Thornless Common Honeylocust | 6 | 2" | B&B | 35' o.c. |
| GD | Gymnocladus dioicus | Kentucky Coffeetree | 5 | 2" | B&B | 35' o.c. |
| TS | Tilia tomentosa "Sterling" | Silver linden | 5 | 2" | B&B | 35' o.c. |
| GA | Ginkgo biloba "Autumn Gold" | Ginkgo, Maidenhair Tree | 5 | 2" | B&B | 35' o.c. |
| UP | Ulmus parvifolia "Allee" | Lacebark Elm | 4 | 1 1/2" | B&B | 35' o.c. |
| ORNAMENTALS | | | | | | |
| EVERGREENS | | | | | | |
| PM | Pinus Mugho | Mugho Pine | 6 | 18-24" | B&B | 6' |
| PN | Pinus nigra | Austrian Pine | 4 | 6-7' | B&B | 35' |
| JK | Juniperus chinensis "Ketteri" | Chinese Juniper | 6 | 4-5' | B&B | 6' |
| JM | Juniperus chinensis "Maneyi" | Chinese Juniper | 9 | 18-24" | Cont. | 6' |
| GRASSES | | | | | | |
| MS | Miscanthus | Silver Maiden Grass | 16 | 4 12" pot | Cont. | |
| AB | Andropogon gerardii | Big Bluestem | | 4 1/2" pot | Cont. | |
| CL | Chasmanthrum latifolium | Sea Oats | | | | |
| EB | Elymus | Blue Lyme Grass | | 4 1/2" pot | Cont. | |
| PV | Panicum virgatum | Switch Grass | 24 | 4 1/2" pot | Cont. | |

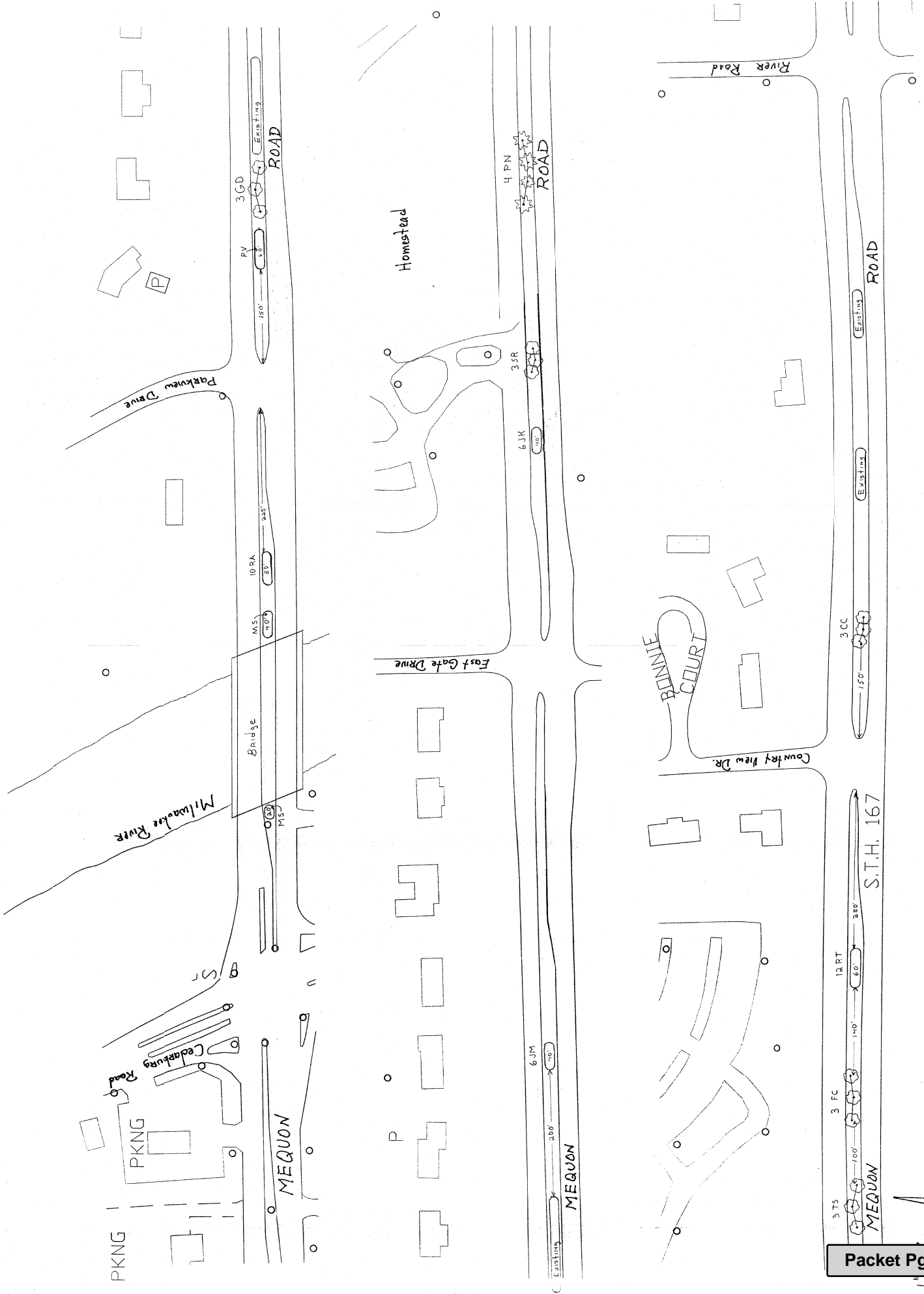
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| SHRUBS | | | | | | |
| RT | Rhus typhinia | Staghorn Sumac | 12 | 4-5' | Cont. | 5' |
| CA | Caragana arborescens | Siberian Pea Shrub | 6 | 2-3' | Cont. | 5' |
| MP | Myrica pennsylvanica | Northern Bayberry | 6 | 18-24" | Cont. | 5' |
| SP | Syringa persica | Persian Lilac | 6 | 3-4' | Cont. | 6-8' |
| RA | Rhus aromatica | Fragrant Sumac | 10 | 18-24" | Cont. | 6-8' |
| EA | Euonymus alatus | Winged Burning Bush | | 42-48" | B&B | 5' |
| VD | Viburnum dentatum | Arrowood Viburnum | 6 | 3-4' | B&B | 8-10' |
| VT | Viburnum Trilobum | American Cranberry Bush | 5 | 3-4' | Cont. | 1-10' |
| VP | Viburnum Prunifolium | Blackhaw Viburnum | 6 | 3-4' | B&B | 10-12' |
| CR | Cornus racemosa | Gray Dogwood | | 3-4' | B&B | 5' |
| CS | Cornus sericea | Redtwig Dogwood | 10 | 4-5' | Cont. | 6-8' |
| RR | Rosa rugosa | Rogosa Rose "Blanc" Double de | 3 | 18" | Cont. | 5-6' |
| RH | Rosa rugosa "Hansa" | Courbert White | 3 | 18" | Cont. | 5-6' |
| RT | Rosa rugosa "Therese Bugnet" | Rogosa Rose "Hansa" Double Red | 3 | 18" | Cont. | 5-6' |
| SG | Spirea | Rogosa Rose Double Pink | 3 | 18" | Cont. | 5-6' |
| SA | Spirea | Goldflame | 10 | 24-30" | Cont. | 4-6' |
| | | Anthony Waterer | 10 | 24-30" | Cont. | 4-6' |
| SMALL TREES | | | | | | |
| AT | Acer truntatam "Norwegian Sunset "Pacific Sunset" | Purpleblow Maple, Shantung Maple | 4 | 2" | B&B | 30' |
| AG | Acer ginnala "Flame" | Amur Maple (Clump) | 3 | 4-5' | B&B | 20' |
| CC | Crataegus crugalli inermis | Cockspur hawthorn (Clump) | 6 | 6-7' | B&B | 20' |
| SR | Syringa reticulata | Japanese Tree Lilac (Clump) | 6 | 6-7' | B&B | 20' |
| PC | Pyrus "Cleveland Select" | Ornamental Pear (Tree form) | 5 | 2" | B&B | 20' |
| PERENNIALS | | | | | | |
| | Scabiosa "Isaac House | Pincushion Flower | | 4 1/2" pot | Cont. | 15" |
| | Veronica spicata | Spike Speedwell | | 4 1/2" pot | Cont. | 12" |
| | Heuchera sanguinea | Coral Bells | | 4 1/2" pot | Cont. | 15" |
| | Dianthus Allwood | Allwood Pinks | | 4 1/2" pot | Cont. | 12" |
| | Geum quellyon | Mrs. Bradshaw | | 4 1/2" pot | Cont. | 12" |
| | Coreopsis lanceolata | Lanceleaf Tickseed | | 4 1/2" pot | Cont. | 15" |
| | Hemerocallis | Daylily | | 4 1/2" pot | Cont. | 24" |
| | Rudbeckia goldsturm | Showy Coneflower | | 4 1/2" pot | Cont. | 15" |
| | Echinacea | Purple Coneflower | | 4 1/2" pot | Cont. | 15" |
| | Lavandula angustifolia | Lavender | | 4 1/2" pot | Cont. | 12" |
| | Sedum "Autumn Joy" | Hybrid Sedum | | 4 1/2" pot | Cont. | 12" |
| | Salvia "Superba" | Flowering Sage | | 4 1/2" pot | Cont. | 18" |

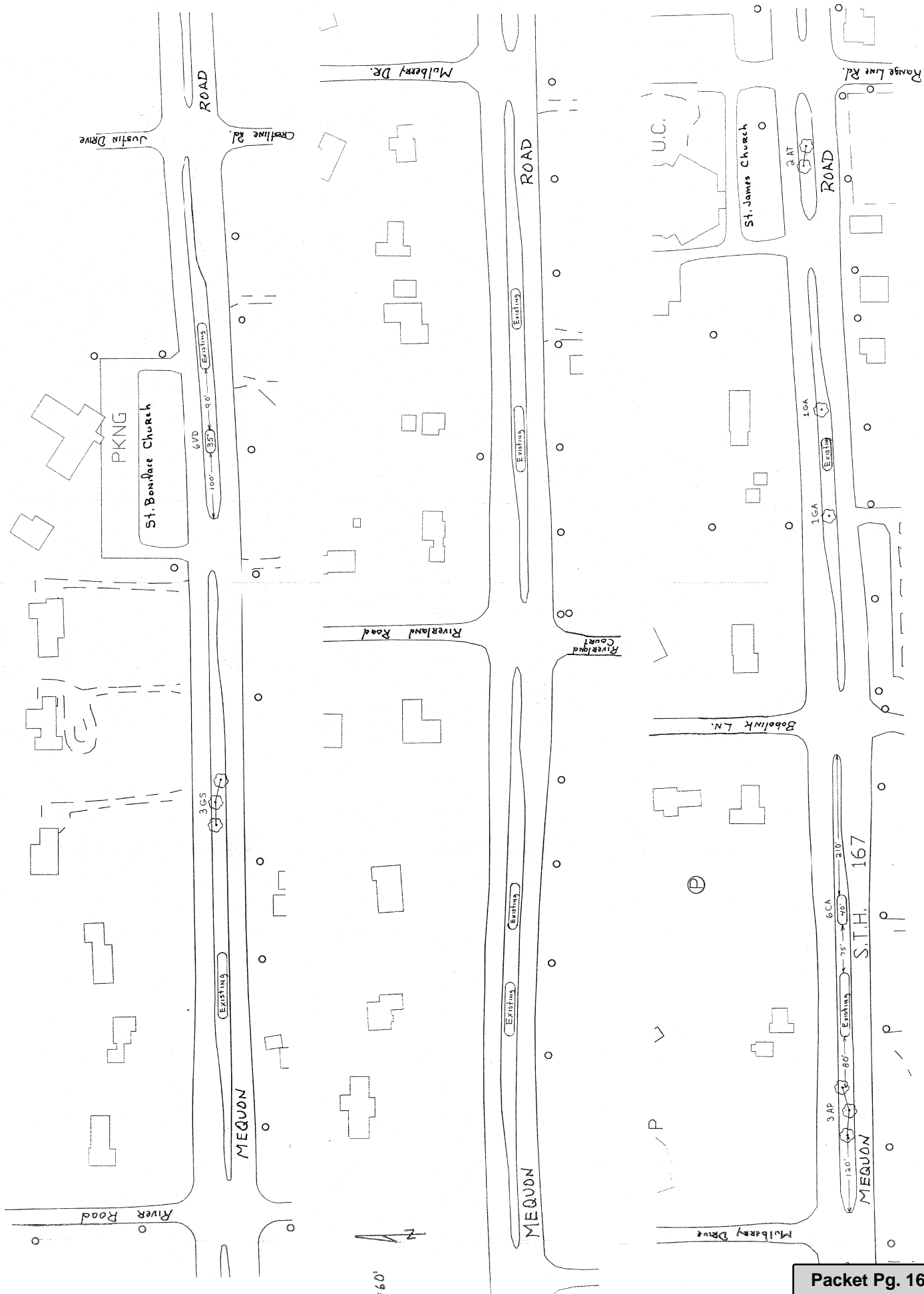
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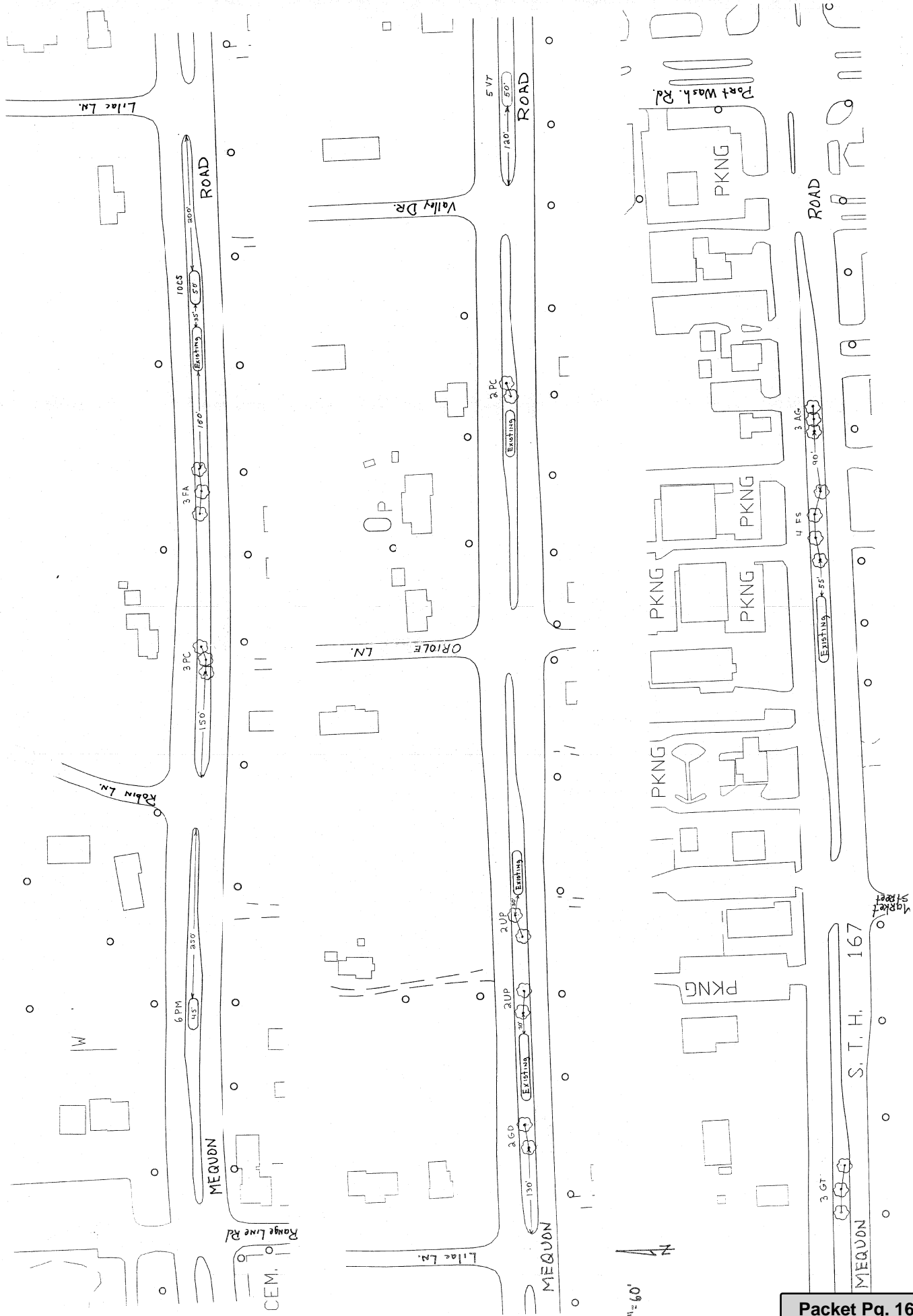
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Attachment: 2270-06-70 STH57 CMequon STH 167-CTH_W SMMA (RESOLUTION 4225 : Mequon Rd SMFA Crosswalks and Traffic Signal



APPLICATION/PERMIT FOR PEDESTRIAN CROSSWALK MARKING

Wisconsin Department of Transportation
DT2136 3/2006 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of pedestrian crosswalk marking on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking the crosswalk.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the crossing will be located. A single application will be made for each pedestrian crossing.

| | | | |
|---|--|---|--|
| Applicant - Municipality City of Mequon | | County Ozaukee | |
| Mailing Address 11333 N. Cedarburg Rd Mequon, Wis 53092 Attn: Timothy Weyker, Deputy Director of Public Works | | Area Code - Telephone Number 262-236-8145 FAX Number | |
| Type of Project <input checked="" type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Retrofit Agreement <input type="checkbox"/> Maintenance Permit | | | |
| Location: On Highway - Direction STH 57/167 | | At Intersecting Street Riverland Rd, North Robin Lane, N. Lilac Lane, W Market St, Cedarburg Rd | |
| Type of Crosswalk Marking (Design, dimensions and material) <input type="checkbox"/> Minimum standard, 6" lines, 6' gap <input checked="" type="checkbox"/> Other, Attach detail & reason Material: <input type="checkbox"/> Paint <input checked="" type="checkbox"/> Epoxy <input type="checkbox"/> Preformed <input type="checkbox"/> Other, (Specify) | | School Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Speed Limit 40 mph | |
| Operational features <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Curb Ramps at Sidewalks at Location <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No Signalized Intersection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Pedestrian Indications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Meets ADA Requirements | | Pedestrian Count Reasoning for Crosswalk Pedestrian Safety. Part of project 2270-06-70 | |

Crosswalk Marking Installation Conditions

1. WisDOT's Policy for *Crosswalk Marking* is made a part of this permit agreement. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document.
2. The design, installation and operation shall comply with Chapter 3 of the Wisconsin Manual of Uniform Traffic Control Devices.
3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.
4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.).
5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance of equipment. Failure to do so promptly will result in permit revocation.
6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.
7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.
8. The permittee should be aware that future upgrading of the highway will remove the permitted crosswalk. A future permit will be needed to replace the crosswalk.

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

X Timothy Weyker DEPUTY DIRECTOR OF PUBLIC WORKS 8/5/25
 (Authorized Representative) (Title) (Date)

Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) - County Number - Three-digit, consecutive permit number

| | | | |
|-----------------------------------|--------------------------------------|--------------------------------|---------------|
| Permit Number SE-45-10r | X <u>Karen Martens</u> | <u>(262) 548-6892</u> | <u>8/5/25</u> |
| | (Regional Authorized Representative) | (Area Code - Telephone Number) | (Date) |

Attachment: 2270-06-70 STH57 CMequon STH 167-CTH_W SMMA (RESOLUTION 4225 : Mequon Rd SMFA Crosswalks and Traffic Signal

INDEMNIFICATION

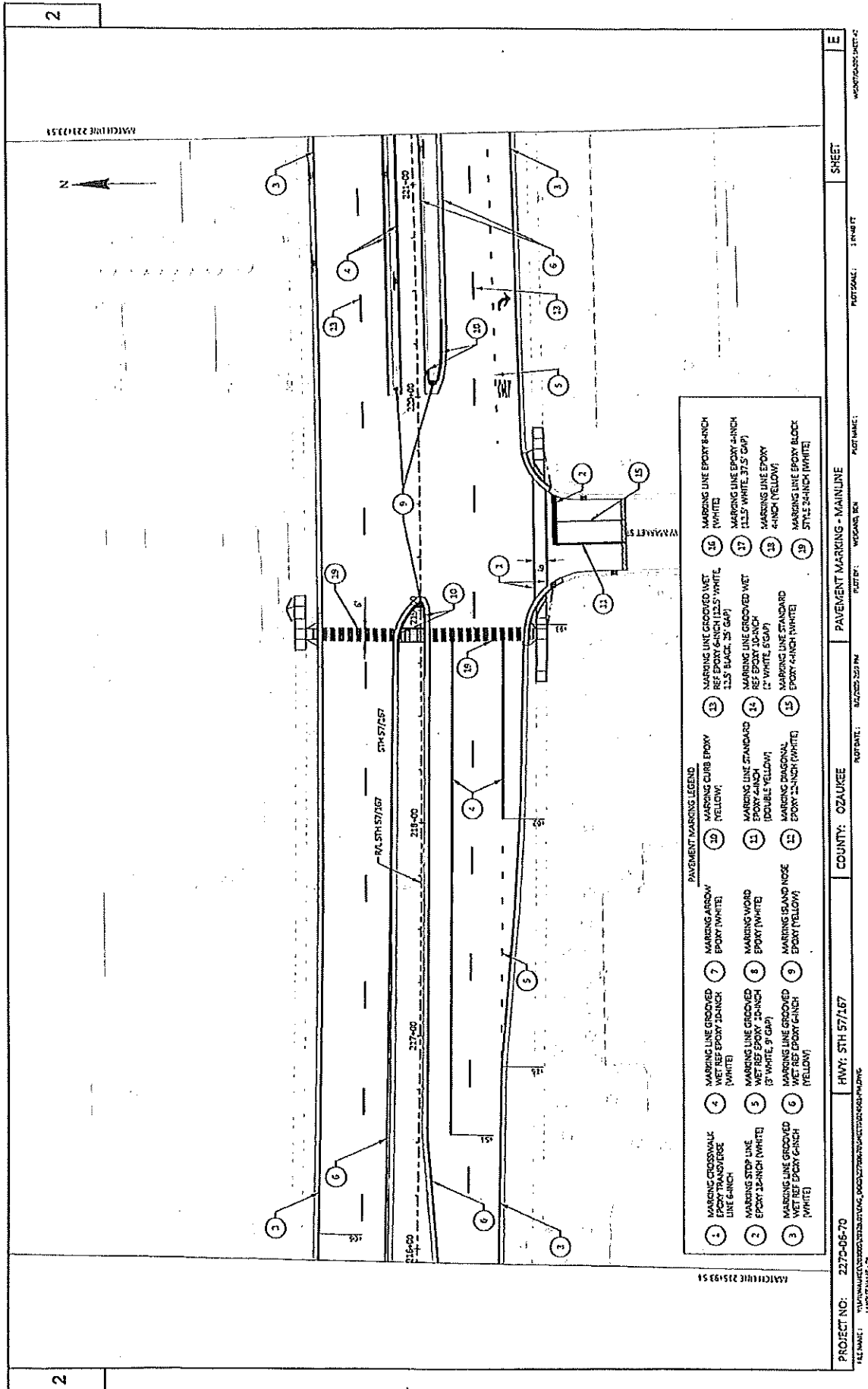
The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.


Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.



| | | |
|---|---|---|
|  | <p align="center">STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT</p> | <p>Date: July 23, 2025 I.D.:2270-06-00/20/70 Road Name: STH 57 Title: C MEQUON, W MEQUON ROAD Limits: 500' S OF STH 167 TO CTH W County: Ozaukee Roadway Length: 3.04 miles</p> |
|---|---|---|

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

Proposed Improvement - Nature of work: As determined by project scoping.

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). Items to be 100% locally funded include block crosswalks and decorative (painted) signals.

Attachment: 2270-06-00_70 STH57 CMequon STH 167-CTH_W (RESOLUTION 4225 : Mequon Rd SMFA Crosswalks and Traffic Signal

TABLE 1: SUMMARY OF COSTS

| Phase | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|--|---------------------|---------------------|-----------|------------------|-------------|
| 2270-06-00 Preliminary Engineering: Plan Development | \$ 733,200 | \$ 733,200 | 100% | \$ - | 0% |
| 2270-06-20 Real Estate Acquisition: Acquisition | \$ 160,000 | \$ 160,000 | 100% | \$ - | 0% |
| 2270-06-70 ¹ Construction: Roadway | \$ 8,720,000 | \$ 8,720,000 | 100% | \$ - | 0% |
| <i>subtotal 2270-06-70:</i> | <i>\$ 8,720,000</i> | <i>\$ 8,720,000</i> | | <i>\$ -</i> | |
| Non-Participating | | | | | |
| Riverland Rd/Ct crosswalk | \$ 2,900 | \$ - | 0% | \$ 2,900 | 100% |
| Robin Ln Crosswalk | \$ 2,500 | \$ - | 0% | \$ 2,500 | 100% |
| Lilac Ln Crosswalk | \$ 2,300 | \$ - | 0% | \$ 2,300 | 100% |
| Market St Crosswalk | \$ 2,800 | \$ - | 0% | \$ 2,800 | 100% |
| Cedarburg Rd Crosswalk | \$ 17,000 | \$ - | 0% | \$ 17,000 | 100% |
| Colored Signals @ Cedarbug Rd | \$ 17,500 | \$ - | 0% | \$ 17,500 | 100% |
| <i>subtotal non-participating:</i> | <i>\$ 45,000</i> | <i>\$ -</i> | <i>0%</i> | <i>\$ 45,000</i> | <i>100%</i> |

Total Cost Distribution \$ 9,658,200 \$ 9,613,200 \$ 45,000

1. Estimates include construction engineering.

See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. 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 | |
| Name | Title |
| Signature | Date |
| Signed for and in behalf of the State | |
| Name Tony Barth | Title: SE Region Planning Chief |
| Signature | Date |

Attachment: 2270-06-00_70 STH57 CMequon STH 167-CTH_W (RESOLUTION 4225 : Mequon Rd SMFA Crosswalks and Traffic Signal

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) Compensable utility adjustment and 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) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) 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.

- (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
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, in cooperation with the State, assist with public relations for the project and announcements 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 project.
 8. Basis for local participation:
 - a. Funding for preliminary engineering 100% State
 - b. Funding for real estate required for standard roadway construction, 100% State.
 - c. Funding for compensable utilities required for standard roadway construction, 100% Municipal.
 - d. Funding for construction of standard roadway items – 100% State.
 - e. Funding for non-participating items including block crosswalks and colored signals 100% Municipality.

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
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Public Works

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: August 12, 2025
SUBJECT: RESOLUTION 4226 A Resolution Awarding a Consulting Agreement in Connection with the Selection Process for a New SCADA System to MSA Professional Services, Inc., of Mequon, Wisconsin, in the Amount of \$27,500

Background

The Mequon Water Utility (MWU) and Sewer Utility staff jointly issued a Request for Proposals (RFP) for a consultant selection process for a replacement to the Utilities' Supervisory Control and Data Acquisition (SCADA) system. The SCADA system is utilized by both utilities to monitor and control the respective distribution systems. For MWU, this includes monitoring flow, pressure and operating pressure release valves, booster stations and other components. For the Sewer Utility, this includes monitoring and operating its 23 lift stations.

Utility staff determined that the existing SCADA system is nearing the end of its useful life. As various SCADA vendors provide a plethora of options, Utility Staff issued an RFP for a consultant to assist in navigating the vendor selection process. The RFP was initiated by Utility staff due to the following:

- The SCADA system computers cannot upgrade to Windows 11, and the current operating system will be rendered obsolete.
- New computers require a significant investment.
- The current SCADA system is over 15 years old, and technology has improved significantly in that time.
- The pump stations are working on hardware that ranges from relatively new to older than the existing SCADA system. Currently, there are stations working on PLC's that are several generations old, soon to be no longer supported by the manufacturer.
- The SCADA "dialer" system has been somewhat unreliable the last two years.
- The communications equipment associated with the current SCADA system utilize "serial" radios. These are no longer available, so the Utility needs to transition to "ethernet" radios, or utilize a different technology (Cellular, Fiber Optic, or Starlink).

Based on these factors, and the requirement to at the very least upgrade the computers, the Utilities' sought the expertise of a consulting firm to help navigate the evolution of the system.

Analysis

The utility received three proposals from consultants to assist with selecting a vendor for a new SCADA system. Please note that the suppliers/vendors will provide pricing for the SCADA

system itself, which will ultimately return for commission approval. The results of the RFP solicitation process are as follows:

| | |
|----------------------|----------|
| Applied Technologies | \$37,800 |
| Ruekert-Mielke | \$30,745 |
| MSA | \$23,810 |

MSA was the only consultant to attend the pre-bid meeting, and the proposal demonstrated a sound understanding of the Utilities’ objectives.

Fiscal Impact

The Utilities have a combined \$200,000 budgeted in 2025 for a new SCADA system. The consultant contract is approximately 10% of that budget. As a part of the work associated with this contract, the consultant will assist in the development of a budget for the new SCADA system software and hardware. The goal of the consultant contract will be to select the vendor in 2025 and budget/install the software/hardware in 2026.

Consistent with similar contract awards, staff is requesting that the contract award amount include a contingency, with an authorized value of \$27,500. MWU and the Sewer Utility will split the cost of the selection process, therefore each utility is requesting authorization of \$13,750.

Recommendation

Recommendations are forthcoming from both the Sewer Utility District Commission and Water Utility Commission on August 12, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4226

A Resolution Awarding a Consulting Agreement in Connection with the Selection Process for a New SCADA System to MSA Professional Services, Inc., of Mequon, Wisconsin, in the Amount of \$27,500

RECITALS

A. On November 12, 2025, the City of Mequon approved the 2025 Sewer Utility Budget, which included funding to evaluate SCADA system upgrades.

B. Utility staff received proposals from multiple qualified consulting firms and recommends that a contract be awarded to MSA Professionals, Inc. of Mequon, Wisconsin in the amount of \$27,500.

C. The budget identified the Sanitary Lift Station Fund capital account for this project and has a sufficient fund balance for this work.

D. The cost for the vendor selection will be split between the Mequon Water Utility and the Sewer Utility, resulting in a financial obligation of \$13,750 for each utility.

E. The Sewer Utility District Commission at its meeting on August 12, 2025, favorably endorsed staff's recommendations.

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

1. The contract with MSA Professional Services, Inc. of Mequon, Wisconsin, is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: August 12, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 12, 2025.

Caroline Fochs, City Clerk

APPOINTEE INFORMATION SHEET

Name of Board or Commission: Planning Commission

Position: Alternate #2
(Indicate Member, Trustee, Alternate, Architect, etc).

Name of Appointee: Oliver Ellsworth

Address: 3725 W. Grace Avenue, 53092
(Include zip code)

Appointment By Mayor: Andrew Nerbun By Alderman _____
(Name)

At Large Appointment: _____ Aldermanic
Dist. Appointment _____
(Dist. Number)

Appointee Term Length: 1-Year Term Appointee Term
Expiration Date: 5/1/2026

Comments: _____

TYPE OF APPOINTMENT

New: X Reappointment: _____

If new, is this appointment filling an unexpired term? Yes: _____ No: X

Name of person being replaced: N/A

Date submitted to Council: August 12, 2025

Attachment: Ellsworth_Planning (10436 : Oliver Ellsworth - Planning Commission Appointment)



CITY OF MEQUON
BOARD, COMMISSION AND/OR COMMITTEE TALENT BANK APPLICATION
Please complete and return to the Administration Office, Mequon City Hall,
11333 N. Cedarburg Rd. Mequon, 53092 or email to cenea@cityofmequonwi.gov.

Name: OLIVER ELLSWORTH

Address: 3725 W GRACE AVE ZIP Code: 53092

Home Phone Number: 773844 9654 Cell Phone Number: _____

Years of Residence in Mequon: 4 Occupation: PRESIDENT

Can you be reached during working hours: YES Work Phone: 2624377884

E-mail Address (es): ellsworth@gdiadhesives.com

Would you be able to attend scheduled evening meetings on a regular basis: YES

Qualifications for Appointment:

I BRING A STRONG COMMITMENT TO RESPONSIBLE COMMUNITY DEVELOPMENT, WITH EXPERIENCES IN BUSINESS OWNERSHIP + LEADERSHIP, AND COLLABORATIVE DECISION-MAKING. I AM PASSIONATE ABOUT PRESERVING THE CHARACTER + INTEGRITY OF OUR COMMUNITY.

Education, Work Experience, Civic Background:

BA UNIVERSITY OF VERMONT
OWNER - ELLSWORTH ADHESIVES
PRESIDENT - GDI ADHESIVES

Public Service and/or Civic Involvement:

PRESIDENT - RIVER RIDGE HOA (CURRENT)

Why are you seeking appointment to this Board/Commission/Committee?

I WANT TO CONTRIBUTE TO THE MEQUON COMMUNITY

What is your understanding of the role and responsibility of the Board/Commission/Committee you are seeking appointment to?

RESPONSIBILITY FOR REVIEWING AND MAKING RECOMMENDATIONS ON LAND USE, ZONING, AND DEVELOPMENT (CITY OF MEQUON) PROPOSALS AS WELL AS LONG-TERM PLANNING GOAL ORGANIZATION

Rate the Board(s), Commission(s) and/or Committee(s) in order of preference with #1 being first choice:

- Architectural Board
- Board of Appeals
- Board of Police & Fire Commissioners
- Board of Review
- Economic Development Board
- Ethics Board
- Festivals Committee
- Frank L. Weyenberg Library
- Board of Trustee
- Hiram Schmidt Fund
- Joint Mequon-Thiensville Bike & Pedestrian Way Commission
- Landmarks Commission
- Mequon Nature Preserve Advisory Committee
- Milwaukee River Advisory Committee
- Park and Open Space Board
- Planning Commission
- Southern Ozaukee Fire Department Board
- Tree Board

The following information will be held in confidence and is for review if considered for the Board of Police and Fire Commission. Have you ever been convicted of a criminal offense? NO

Would you be willing to allow the Police Department to conduct a background investigation? YES

I understand that the information provided to the City of Mequon contained herein becomes public upon submittal of this application.


Signature

6/10/25
Date