



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, September 9, 2025 - 7:30 PM
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

1) Proclamation for 2025 Rail Safety Week

b) City Administrator

7) Consent Agenda:

a) Architectural Board meeting minutes of July 14, 2025

b) Board of Appeals meeting minutes of June 5, 2025

c) Common Council meeting minutes of August 12, 2025

d) Economic Development Board meeting minutes of July 29, 2025

e) Finance-Personnel Committee meeting minutes of June 10, 2025

f) Public Welfare Committee meeting minutes of June 10, 2025

8) Ordinances:

a) **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; **Recommended by Public Welfare Committee August 12, 2025; First Reading at Common Council August 12, 2025.**

9) Resolutions:

- a) **RESOLUTION 4228** - A Resolution Approving Award of a Contract for Completion of a Hotel Development Market Feasibility Analysis to REVPAR International, Inc., of Alexandria, Virginia in the Amount of \$51,400; **Recommended by Economic Development Board August 25, 2025; Recommendation Forthcoming Finance-Personnel Committee September 9, 2025.**
- b) **RESOLUTION 4229** - A Resolution Authorizing Replacement of a Conveyor Belt, Rollers, Bearings and Other Associated Parts for the Salt Dome Loading System from Kimco USA, Inc. of Marshall, Illinois, in the Amount of \$36,160; **Recommendation Forthcoming by Public Works Committee September 9, 2025.**
- c) **RESOLUTION 4230** - A Resolution Authorizing Submittal of a Petition for Disaster Damage Aid to the Wisconsin Department of Transportation, in Connection with a Culvert Failure on Highland Road; **Recommendation Forthcoming by Public Works Committee September 9, 2025.**
- d) **RESOLUTION 4231** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon and Ozaukee County for the Construction of Road Modifications and Streetscape Elements on North Port Washington Road between Mequon Road and County Line Road; **Recommendation Forthcoming by Public Works Committee September 9, 2025.**
- e) **RESOLUTION 4232** - A Resolution Authorizing the Purchase of Police Squad Car Rifles from American Defense Manufacturing of New Berlin, Wisconsin, as well as Associated Equipment from Brownells of Grinnell, Iowa and Primary Arms, LLC of Houston, Texas for a Total Not-to-Exceed Cost of \$45,413; **Recommendation Forthcoming by Public Safety Committee September 9, 2025.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) Potential Closed Session: To be held in the North Conference Room of City Hall 11333 N. Cedarburg Road, Mequon.

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

13) Adjourn: It is anticipated that the Council will adjourn directly from closed session. However, if the Council reconvenes into open session, it will do so within the North Conference Room.

Dated: September 9, 2025 /s/ Andrew Nerbun, Mayor

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk’s Office at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the City Clerk’s Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM

**CITY OF MEQUON
PROCLAMATION
NATIONAL SEE TRACKS? THINK TRAIN WEEK**

2,252 rail grade crossing collisions resulted in 749 personal injuries and were responsible for 268 fatalities in the United States during 2024.

1,465 trespassing casualties have occurred in the United States resulting in 821 pedestrians being killed and another 644 injured while trespassing on railroad property rights of way during 2024.

Educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens.

The International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of **National See Tracks? Think Train Week**.

Accordingly, I, Andrew Nerbun, Mayor of the City of Mequon, on behalf of all citizens of the City of Mequon, proclaim September 15 to 21, 2025, to be **National See Tracks? Think Train Week**, and I encourage all citizens to recognize the importance of rail safety education.

Dated September 9, 2025



*Andrew Nerbun, Mayor
City of Mequon*

Attachment: National See Tracks Think Train Week 09 09 2025 (10602 : Train Week Proclamation)



11333 N. Cedarburg Road
 Mequon, Wisconsin 53092
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www.ci.mequon.wi.us

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, July 14, 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, Curtis Helm

Architectural Board Liaison: Karen Heil

2. Meeting Minutes

Minutes from the June 9, 2025, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by Chairman Scott Reed.

Minutes passed unanimously.

Attachment: Arch Board minutes 7.14.25 (10565 : Arch Board)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
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1)	Dist. 1 6:00 pm	Re-Submittal: New Single-Family Residence <i>(Tabled at 6/9/25 Meeting)</i>	David Abbott 12957 Highgate Court Subd: Highland	Contractor: Northgreen Builders Architect: Northgreen Builders
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Moved to Approve: Apfelbach
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

2)	Dist. 4 6:05 pm	New Single-Family Residence	Jeremy & Courtney Felsecker 9872 N. Cygnet Court Subd: Swan Ridge Farms	Contractor: Korndoerfer Homes Architect: SHP
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Moved to Approve: Apfelbach
 Seconded by: Helm
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

3)	Dist. 3 6:10 pm	New Single-Family Residence	Veridian Homes LLC 10625 N. Tree Sparrow Drive Subd: the Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Board minutes 7.14.25 (10565 : Arch Board)

4)	Dist. 6 6:15 pm	Exterior Changes to New Single-Family Residence <i>(Originally approved at 2/12/24 Meeting)</i>	David Grandinetti 11000 N. Oriole Lane Subd: N/A	Contractor: Owner Architect: SHP
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

5)	Dist. 7 6:20 pm	Addition: Sunroom	Dave & Lori Miller 9624 N. Crestwood Court Subd: N/A	Contractor: Owner Architect: Stammer Design Group
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Moved to Approve: Apfelbach
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the condition that new windows should match existing house casement windows.

6)	Dist. 8 6:30 pm	Shed	Dan Wroblewski 9802 N. Auburn Court Subd: Maplefield Estates	Contractor: Northshore Develop. Architect: Northshore Develop.
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Moved to Approve: Reed
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:
 1. Add window to rear elevation.
 2. Add shutters, same style and color as house to all elevations.

7)	Dist. 8 6:40 pm	Addition: Kitchen, Laundry & Powder Room	Scott & Mary Anne Revolinski 215 E. Trillium Court Subd: Park Place	Contractor: TBD Architect: Wayne Pilak / Deep River
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Moved to Approve: Wade
 Seconded by: Reed
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: Arch Board minutes 7.14.25 (10565 : Arch Board)

8)	Dist. 8 6:50 pm	Addition: Sports Court	Anthony & Teresa Machi 10447 N. Circle Road Subd: Lake Michigan Estates	Contractor: Owner Architect: SHP
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved with the following conditions:
 1. Stone beltline is to continue on all four elevations of the addition.
 2. Placement of stone starts under rear elevation windows and wraps around addition.
 3. All stone to die on inside corners.

Copy of marked-up plans located in the Inspections Department for review if needed.

9)	Dist. 8 7:00 pm	Addition: Attached Garage, Kitchen & Dormer	Eric & Margaret Cherney 10923 N. Lake View Road Subd: Lake Crest	Contractor: Kelmann Homes Architect: Margaret Cherney
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Moved to Approve: Wade
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

4. **Motion to Adjourn**

District Representative Michael Wade made a motion to adjourn the meeting.
 Vice-Chairman Paul Apfelbach seconded the motion.

A vote was taken; vote pass unanimously.
 Meeting adjourned at 6:45 p.m.

Attachment: Arch Board minutes 7.14.25 (10565 : Arch Board)



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BOARD OF APPEALS

Thursday, June 5, 2025

6:00 PM

Tolzman Community Room of the Frank L Weyenberg Library
 11345 N. Cedarburg Road

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**
 Board Member Allison Korger -- **Excused**

2) Approve meeting minutes of May 1, 2025

Motion to approve meeting minutes.

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

AYES:	Massey, Wawrzyn, Helfer, Larson
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3) Hear evidence concerning: debate, deliberate and decide the request of:

- a. **Applicant:** Michael M. Jerominski, Esq.
- b. **Owner(s):** Timothy Hoerig et al c/o Shirley M. Hoerig
- c. **Appeal:** Opportunity will be given to all interested in being heard concerning the petition requesting an Administrative Appeal to the Order to Correct Condition of Premises, parking of vehicles, regarding the property at 10738 N Granville Rd.

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.

Jac Zader	11333 N Cedarburg Rd
Dennis Wozniak	10751 N Granville Rd
Michael Jerominski	N88W16783 Main St, Menomonee Falls
Doug Niggemeier	9832 N Andover Ct
Shirley Hoerig	10738 N Granville Rd
Timothy Hoerig	10738 N Granville Rd

Attachment: Jerominski Minutes 6.5.25 (10562 : BOA Minutes)

Assistant Director of Community Development Jac Zader began on behalf of the City of Mequon. He explained that this hearing was to appeal the decisions from April 2025, based on code violations made by Scott Pinzer (former Code Enforcement Office for the City of Mequon). The appeal included two actions - to review the definition of unenclosed parking of vehicles and non-conforming use of the property. The parcel history shows that the property had been R1 zoning (5+ acres with an agricultural overlay); but it was later subdivided with a portion sold to MMSD. At that time, it was no longer zoned agriculture and became an R5 property.

The land now owned by MMSD provides public access. Vehicles are clearly visible from that land; therefore, this does not meet the definition of enclosed. Most vehicles appeared after 2015 based on the older photos provided. Parking of additional vehicles would need approval from the Planning Commission, which was not requested or granted.

Mr. Jerominski stated that vehicles are screened by trees, but photos provided by the city show a clear view of vehicles. Mr. Jerominski further stated that the Hoerig family has been on the property since 1951. They feel the vehicles are enclosed despite the public access on MMSD. They installed berms and trees on the property making it enclosed from the general view of most public access. He provided additional photos which City Clerk Fochs marked as Exhibit 1, with 15 photos. Photo 2 shows the view from the driveway and the applicant stated that this is the only gap to view the vehicles on the property. Other exhibit photos all pictured different angles of the property from the north, west, south and east.

Chair Massey referred to packet pages 20-24 for photos provided by the city of the view from the MMSD property. These show the large number of vehicles clearly visible from that angle. Chair Massey quoted Mequon code Section 58-8: *Unenclosed. In reference to unenclosed storage of materials, vehicles, etc., unenclosed shall be defined as being within reasonable view of surrounding properties due to lack of adequate screening or enclosure.*

Mr. Jerominski said there is so little traffic on the MMSD land, so that property shouldn't be considered public access. The Hoerig family feels they have adequately screened the vehicles, and they are not in reasonable view of the public.

Board Member Wawrzyn asked to verify the size of the MMSD parcel, which was said to be 72 acres. He also raised the question that if there was an actual residence on the (MMSD) property, could the Hoerigs make that same argument that the vehicles were not visible to the public. Mr. Jerominski said they could not.

Board Member Helfer asked about the types of vehicles being stored as the GIS photo shows that many are RVs. He asked if the Hoerig family runs any kind of RV business. Mr. Jermoniski said that the RVs are stored on behalf of paying guests of the property.

Mr. Zader said one photo includes a sign advertising storage on the property, which is a separate zoning violation. This property has residential zoning, so this type of business is not allowed. Even if additional berms were installed to create an enclosure, the Hoerigs face other zoning violations because a storage business is not allowed in a residential district.

Chair Massey asked Mr. Jerominski to explain why they are arguing for non-conforming use. Mr. Jerominski said it is because the vehicles have been parked there for over nine years. Mr. Zader said that the number of vehicles increased dramatically between 2015 and 2024, and they were parked illegally. Mr. Zader researched the history of the property and found nothing in their files to indicate it was ever considered legal non-conforming.

Mr. Niggemeier spoke as someone who rents storage from the Hoerigs. He said the berm blocks the main view from Granville Road, and the property owners keep the area maintained. The cost of other property in the area is becoming so expensive, and this storage is an affordable and well-used space. His business is landscaping, and he would willingly add another berm to the property to continue having affordable storage.

Mrs. Hoerig explained that her son started storing vehicles for the additional funds so she could remain in her home. As 97-year-old and long-term resident, she wants to be able to afford living on her own and not in a nursing home.

Mr. Hoerig explained that when his father ran the family farm, they had over 45 different implements in the yard and were randomly strewn about close to the road. More than 14 tractors and 25-30 other pieces of equipment were visible at that time without receiving any complaints. He does not understand how storing vehicles on the property now should be treated differently.

Because the insurance and taxes for all the buildings are high, they argue this property isn't the same as another residential property (it should be considered non-conforming). They feel penalized for having all the different buildings that his father had been allowed to build. They feel the number of vehicles stored there now is really an improvement to having old equipment laying around the property. He is providing a valuable service to the community because some people living in HOA neighborhoods cannot store anything (boat, RV, other vehicles) on their own property. They are willing to do what they can to make this a legitimate storage business.

Mr. Zader explained that when the Hoerig family owned all 80 acres before 2005, it had a legitimate agriculture overlay as a permitted use. This allowed all the equipment needed for that business. Now they are running a business that is not allowed. They would need to request a zoning change to allow storage, which is difficult to change because they no longer have an agricultural overlay just residential zoning.

Mr. Wozniak then spoke as a long-term resident of this community. He stated the Board should use common sense when deciding this case because the family has also been here for decades. Their ability to have storage on their property should be grandfathered in as if they still owned all 80 acres. Mr. Hoerig commented that he sees about 2-3 cars parked per week using the MMSD property to walk dogs or access that land. That is a very limited number of people which should not impact their ability to store vehicles on their property.

An additional person indicated he wanted to speak so Charlie Inga from N98W14957 Treetops Drive, Germantown was sworn. He has stored his boat on the Hoerig property for many years. He is thankful for all they've done for the community. He lives where an HOA doesn't allow him to store a boat or RV at their own home. He asks the Board to recognize that the Hoerig family is doing a lot for the community and is providing a valuable service to members of the community.

Motion to close public hearing.

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

Attachment: Jerominski Minutes 6.5.25 (10562 : BOA Minutes)

AYES: Massey, Wawrzyn, Helfer, Larson

Member Wawrzyn said it was helpful to hear the additional comments. However, this case comes down to having adequate screening on the property to limit visibility. Such screening is lacking, and the applicant has not provided enough evidence to overturn the City’s findings.

Chair Massey said the Board of Appeals must enforce the guidelines as they are currently written. The Exhibits in the packet of C1-C5 show that vehicles are within view of the property, and the City’s decision was correct based on the current law.

Board Member Helfer drove past the property and clearly saw vehicles from Granville Road. He does not feel that the existing berms and trees provide adequate screening He agrees with the City’s Order to Correct Condition of Premises.

Motion to deny the appeal.

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

AYES: Massey, Wawrzyn, Helfer, Larson

4) Policy Updates

- a. Definition of structure
- b. Lake Bluff structures
- c. Extension of time for appeal decisions

City Attorney Sajdak summarized policy updates that were raised during previous Board of Appeals meetings. Some have been brought forward to the Common Council and other deciding Boards. The Lake Bluff structures will be before the Common Council on Tuesday, June 10. The time extension for appeals was approved during the May Common Council meeting. The definition of “structure” was brought before the Public Welfare committee. They felt it to be adequate, and the definition was left unchanged.

5) Adjourn

Motion to adjourn at 7:15 PM.

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

AYES: Massey, Wawrzyn, Helfer, Larson

Respectfully Submitted,
Beth Kong
Deputy Clerk

Attachment: Jerominski Minutes 6.5.25 (10562 : BOA Minutes)



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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

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:43 p.m.

2) Pledge of Allegiance

3) Roll Call

Present:

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

4) Public Hearings: None.

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

- a) Mayor: Mayor Nerbun thanked the City Staff for all their efforts following the major storms over the weekend. They put in long hours to clean up roads and block off roads that had high water or damage. Any citizens that had damage should report the issues either to DPW (for sewer backups) or the general flooding so those addresses are documented.
- 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.

Attachment: 8.12.25 CC Minutes Draft (10597 : CC minutes)

- 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 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.
- 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.
- 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.
- n) **RESOLUTION 4221** - A Resolution Declaring the Public Necessity and Adopting a Relocation Order for the Ranch Road Lift Station E Reconstruction Project.
- 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.

Motion to approve Consent Agenda.

RESULT: Approved by Roll Call Vote [7:1]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Bach

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

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4227** - A Resolution Ratifying a Proclamation Declaring a State of Emergency in Response to the Natural Disaster Resulting from Historic Rainfall.

Motion to approve Resolution 4227 with an amendment to the final sentence as recommended by City Attorney Sajdak.

Attachment: 8.12.25 CC Minutes Draft (10597 : CC minutes)

RESULT: Approved with Amendments [7:1]
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Strzelczyk

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

- b) **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.

RESULT: Approved by Roll Call Vote [7:1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- c) **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.

RESULT: Approved by Roll Call Vote [7:1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- d) **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.

RESULT: Approved by Roll Call Vote [7:1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bach

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

- e) **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).

Attachment: 8.12.25 CC Minutes Draft (10597 : CC minutes)

Alderman Parrish commented that he was grateful for the considerations made by DPW and the DOT based on resident feedback especially for nighttime walking. Another request would be better lighting of the crosswalk for better visibility. He would also like them to consider looking at the narrow sidewalk area near the cemetery on Mequon Road and the bridge access for pedestrians and bikers that may use that area to access Homestead High School.

RESULT: Approved by Voice Acclamation [7:1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- f) **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.

RESULT: Approved by Roll Call Vote [7:1]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gebhardt

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

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business:

Motion to appoint Oliver Ellsworth to the Planning Commission.

RESULT: Approved by Voice Acclamation [8:1]
MOVED BY: Alderman Bach
SECONDED BY: Alderman Strzelczyk

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

12) Adjourn

Motion to adjourn at 8:13 p.m.

RESULT: Approved by Voice Acclamation [7:1]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

Respectfully Submitted by Deputy Clerk Beth Kong

Attachment: 8.12.25 CC Minutes Draft (10597 : CC minutes)



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 Fax: 262-242-9655

www.cityofmequonwi.gov

ECONOMIC DEVELOPMENT BOARD
Tuesday, July 29, 2025
8:00 AM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

The meeting was called to order by Chairman Carr at 8:00 a.m.

2) Approval of Meeting Minutes from June 24, 2025

Action

Board member Engel made a motion to approve the June 24, 2025, meeting minutes.
 Alderman Gebhardt seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Engel
SECONDED BY: Alderman Gebhardt

AYES:	Carr, Gebhardt, Engel, Gannon, Kramer, Johnson, McLean, Plautz
ABSENT:	Boyd

Attachment: EDB_07.29.25_DRAFT (10596 : EDB Minutes)

3) Hotel Development Feasibility RFP | Contract Award

Action

Alderman Gebhardt made a motion to go into closed session.

Board member Engel seconded the motion.

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

The Board met in closed session

Action

Alderman Gebhardt made a motion to come out of closed session.

Board member Kramer seconded the motion.

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

4) Long Range Financial Planning

Director Tollefson stated that long range financial planning workshop is taking place amongst city officials. The discussions are based on ways to maintain the financial health of the city, methods to generate revenue and next steps to take, as operating costs are projected to exceed revenue.

She recapped the items that the Board has been focused on:

- Port Washington Road Rezoning
- Southwest business park creation/infrastructure
- Retaining current businesses/continuing to support
- Find new revenue streams

The Board discussed the possibility of a new hotel in the city, and the Board would recommend that a room tax be imposed to generate a new source of revenue.

5) Staff Updates

Dir. Tollefson gave an update on ongoing developments and projects.

6) Announcements

The Ozaukee Economic Development annual breakfast is scheduled for Tuesday, September 30, the same date as the next scheduled Board meeting.

There may be a need for an August meeting, if needed, staff will poll the Board about available dates.

7) Adjourn

Action

Board member Engel made a motion to adjourn the meeting.

Board member McLean seconded the motion.

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

Respectfully Submitted,

Kim Tollefson

Director of Community Development

DRAFT

Attachment: EDB_07.29.25_DRAFT (10596 : EDB Minutes)



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

www.cityofmequonwi.gov

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, June 10, 2025

6:00 PM

North Conference Room

Minutes

1) Call to Order

Present:

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

Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney and Wendi Unger, Principal at Baker Tilly.

2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of May 13, 2025

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Gebhardt

AYES:	Gebhardt, Parrish, Strzelczyk
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3) License Applications

a. June 2025 Licenses

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES:	Gebhardt, Parrish, Strzelczyk
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b. 2026 Waste Hauler Permits

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

Attachment: FP minutes 061025 (10564 : F&P Minutes)

AYES: Gebhardt, Parrish, Strzelczyk

4) Vouchers Paid

a. May 2025 Vouchers Paid List

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

AYES: Gebhardt, Parrish, Strzelczyk

5) Presentation

a. Acceptance of the FY2024 Preliminary Annual Comprehensive Financial Report & Report on Internal Control

Wendi Unger from Baker Tilly was in attendance to review the results of the FY 2024 Financial Audit. Ms. Unger discussed the Reporting and Insights document as well as financial highlights from the Governmental Funds and the Enterprise Funds. On a separate note, she also presented the results of the TID #2 closeout audit. As a result of discussion, a topic was added to the work plan to discuss the City's current cash handling procedures.

6) Information Items

a. 2024 Popular Annual Financial Report (PAFR)

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

AYES: Gebhardt, Parrish, Strzelczyk

b. 2023 & 2024 Park Impact Fees Collected

Committee members want to further the conversation with how many developments occurred in those calendar years and whether or not they owed a park impact fee. Staff will present that information at a future meeting.

7) Discussion Items

a. Finance - Personnel Work Plan

b. Adjourn

A motion to adjourn was made at 6:32 PM by Alderman Gebhardt, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: FP minutes 061025 (10564 : F&P Minutes)



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www.cityofmequonwi.gov

Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, June 10, 2025
5:30 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Alderman Gregg Bach
 Alderman Brian Parrish
 Chair Dale Mayr - **Absent**

Also Present: Assistant City Administrator Schoenemann, Alderman Gebhardt, Executive Assistant Enea, Charley Hanney (*New- Graphic Reporter*)

2) Approval of Meeting Minutes

a. Public Welfare Committee Meeting Minutes of May 13, 2025

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

AYES:	Bach, Parrish
ABSENT:	Mayr

3) Discussion Items

a. Community Survey Update

Executive Assistant Enea gave the Committee an update on the progress of the Community Survey that was continuing through the end of the month. The City sent out 2,500 paper surveys to the statistical sample and 10,615 postcards to all households. On May 27, 380 surveys were completed, 765 as of June 3, and 1,314 as of June 9. ETC Institute is very pleased with the community participation from the numerous means used to get the word out, including social media, the weekly bulletin, the electronic sign, yard signs, the website, and

News-Graphic articles. An initial summary of the report will be shared at the August Public Welfare Committee meeting, and a full report will be given by ETC Consultant Robert Heacock at the September Committee of the Whole Meeting.

b. Community-Wide Wildlife Habitats Designation

Assistant City Administrator Schoenemann shared with the Committee how a resident contacted the City in March and requested that it look into obtaining a Community-Wide Wildlife Habitats Designation. Currently, the City has Bird City, Bee City, and Tree City designations in conjunction with the Mequon Nature Preserve, which oversees local compliance with the programs' specified criteria. Residents can seek to have their residences and/or properties individually certified as wildlife habitats by meeting certain requirements. For a community to become certified, 250 property owners would be needed to reach the program's threshold. It would also require administrative outreach and ongoing staff time. The Committee discussed the suggestion, and decided to support public education and awareness of the program's existence. Accordingly, they recommended publicizing it as an option for residents to pursue on their own within the City's Weekly Bulletin.

c. Speed Bumps

RESULT: Tabled [Unanimous]
MOVED BY: Alderman Bach
SECONDED BY: Alderman Parrish

AYES: Bach, Parrish
ABSENT: Mayr

4) Work Calendar

At the next meeting, the Committee will be provided with initial Community Survey results and will discuss speed bumps in more detail.

5) Adjourn

Alderman Parrish moved to adjourn at 5:56 PM and Alderman Bach seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Attachment: PWC Minutes - June 10, 2025 (10549 : Pub Welfare June Meeting Minutes)



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

Update

Following the Public Welfare Committee's consideration last month, the City Administrator asked to clarify the language to ensure that the administrator's authority extended to allow for signs related to things like the community survey and the hiring of seasonal positions such as lifeguards. This is accomplished by the inclusion of "(ii) announcements related to general activities of the city."

Background

Following the Council's recent adoption of the revised Sign Code in 2024, 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 to "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 concern that has arisen is related to signs for matters that the Council would likely approve for a community event for which there is limited time to obtain Council approval prior to the event. For example, Arbor Day, Fun Before the Fourth and the Taste of Mequon are events held annually each year. Each presents unique questions when related signage is ready to be installed.

As a result of these concerns, the proposed ordinance makes two changes. First, it amends 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

On August 12, 2025, the Public Welfare Committee approved a recommendation in favor of adopting the proposed amendments by a vote of 3-0.

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 **bolded and 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; (ii) announcements related to general activities of the city; and (iii) 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: September 9, 2025

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

Caroline Fochs, City Clerk

Published: _____



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 4228 A Resolution Approving Award of a Contract for Completion of a Hotel Development Market Feasibility Analysis to REVPAR International, Inc., of Alexandria, Virginia in the Amount of \$51,400

Background

Last year, the City of Mequon completed a Real Estate Market Analysis for the Port Washington Road Corridor, which recommended several targeted goals. The analysis suggested a unique hotel may have market merit and could be a catalyst in accomplishing the study's other targeted goals. Per the Economic Development Board's (EDB) recommendation, and with Common Council input, staff developed and issued an RFP for a hotel feasibility analysis for the Port Washington Road commercial corridor between County Line Road to Glen Oaks Lane. The RFP acknowledges the analysis and work of the prior market analysis, which includes extensive reporting on the City's demographics, employment industry and housing. Additionally, the study contained a commercial competitive analysis that included development trends, traffic, and resident and visitor profiles, along with identified trade areas, market values and future outlook.

RFP Process

The RFP was issued on May 15, 2025, with proposals due on June 13, 2025. The City received ten (10) proposals and through the work of an internal review committee consisting of EDB members, a Council representative, the Chamber of Commerce Executive Director and City staff, the submittals were narrowed to a group of four (4) consultants that were invited to interview. The Committee then ranked the consultants and selected two for further consideration and/or contract award. The following outlines the remaining steps of the process for contract award:

August 25: Economic Development Board	Consultant Recommendation
September 9: Finance & Personnel Committee	Contract Award Recommendation
September 9: Common Council	Contract Award Action

Analysis

The collective ranking by the internal review committee resulted in four finalists which the Board reviewed and further discussed at their July meeting. As a result of the discussions, the Board recommended staff return to two finalists, REVPAR and Hunden Partners, with a narrowed scope of services focused on a high-end, 4+ star facility with amenities, as well as the ability not to advance the analysis further if the market data assessment determines that the City's desired criteria cannot be met within the local market.

The objectives of the RFP, which are based on objectives for work being done and considered for the Port Washington Road corridor wholistically, are as follows:

1. The City is attempting to foster transformative redevelopment through a variety of efforts and tools. A subset of redevelopment opportunities identified in the market analysis was specific to considering a hotel based on the following:
 - a) Pursue uses that cater to weekend activity and entertainment
 - b) A 4+ star hotel and a high-end business class hotel may be attainable
 - c) There are 13 sites that may be appropriate for transformative redevelopment
2. The City is attempting to be forward-thinking about the next generation of commercial development that is “in market demand” and will maintain stability for the corridor. Alignment of these uses with proposed new zoning districts that staff is currently drafting is a key effort. Contemporizing the City’s zoning districts to allow these uses and accommodate the needs of these uses will streamline the entitlement/approval process when they apply with the City, thus reducing time, cost and uncertainty for prospective developers.
3. The City is considering if, and to what extent, it would partner with developers and landowners to provoke transformative development and do so at a faster pace than the private market response may be. Those partnerships could go beyond the zoning efforts listed above in objective #2. Market data, site selections and economic impacts will guide the City on whether it is a sound financial decision to utilize Tax Increment Financing (TIF) and any authorized incentives and further the objectives of TID project plans in place for the corridor.

In conclusion, the RFP effort is intended to answer whether a unique hotel has market merit, where is it best positioned, what are its economic (direct and indirect) benefits and if so, how does the City facilitate the attraction and construction of a hotel.

Preferred Consultant and Proposal

The REVPAR International Inc. proposal (see attached) best matches the City’s objectives in a cost-effective manner. Staff support the milestones in the proposal that allows the City to stop work at various components. Further, Component 1 - Market Study is the lower cost at \$23,500 among the two finalists.

Highlights of REVPAR include the following:

- International firm with 30+ years of advisory service
- Local experience in Wisconsin with 10+ projects
- Extensive public sector agency clients
- Conducts on-site research and direct interviews to develop local, in-depth data
- Data-driven analysis of market averages is compiled to supplement local in-depth results
- Full complement of advisory services in the event the project progresses
- Well-established relationships with major hotel brands

Highlights of the Project’s components and timeline include the following:

- Commence work within 2-4 weeks of contract award
- Completion of Component 1 - (Market Study) is 5 weeks from site/fieldwork commencement. The project can cease if the market study does not produce desired market product.

Component 1: Market Study	4 - 5 weeks
Component 2: Financial Analysis	2 - 3 weeks
Component 3: Construction Costs and Economic Impact	3 - 4 weeks
Component 4: Marketing Pitchbook and Identified Developers	3 - 4 weeks

Should the City commission each component, potential completion of the study could be achieved by as early as end of this year.

The REVPAR proposal is incorporated into the City’s standard-form Professional Services Agreement. City Attorney Sajdak and REVPAR’s counsel have reviewed both the terms and conditions contained within REVPAR’s proposal as well as those contained within the City’s standard Professional Services Agreement to ensure consistency.

Fiscal Impact

The total cost of the contract is \$51,400, which includes a contingency of 10% above the base bid of \$46,700 submitted by REVPAR. The proposed contract is an authorized expenditure split equally from Tax Increment Districts No. 4 and No. 5. Listed below is a table depicting the firms from which proposals were received, as well as the proposed cost associated with each submission.

Firm	Amount
Hotel R&D	\$12,500
Grey Hospitality	\$14,500
CBRE	\$18,000
H&LA Advisors	\$40,000
REVPAR	\$46,700
Hunden Partners	\$54,000
Precision	\$62,000
Northspan	\$75,500

Recommendation

The Economic Development Board recommended approval of the contract award on August 25, 2025, by a vote of 6-0. The Finance & Personnel Committee recommendation is forthcoming on September 9, 2025.

Attachments:

- Professional Services Agreement (PDF)
- REVPAR Proposal (Mequon WI Hotel Market Study RFP) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4228

A Resolution Approving Award of a Contract for Completion of a Hotel Development Market Feasibility Analysis to REVPAR International, Inc., of Alexandria, Virginia in the Amount of \$51,400

RECITALS

A. The 2024 Port Washington Road Real Estate Market Analysis indicates that a unique 4+ star hotel may have market merit and could be a catalyst in accomplishing the City's targeted redevelopment goals.

B. An internal review committee and the Economic Development Board evaluated ten (10) proposals as a result of the City-issued Request for Proposals and made recommendation of a contract award to REVPAR International Inc. with a narrowed scope and ability to halt work at certain milestones of analysis.

C. REVPAR International Inc. outlines independent components of the project with reasonable timelines and cost-effective expenditures.

D. Component 1: Market Analysis is \$23,000 and the entire scope of the project cost agreement is \$51,400, inclusive of technology and travel fees.

E. Component 1 and the entire scope of project are eligible TID No. 4 and No. 5 expenditures, which will bear the cost of the project.

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

1. The Professional Services Agreement for completion of a Hotel Development Market Feasibility Analysis is awarded to REVPAR International, Inc. of Alexandria, Virginia, in an amount not-to-exceed \$51,400, 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: September 9, 2025

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

Caroline Fochs, City Clerk

**CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the _____ day of September, 2025 (**"Agreement"**), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (**"City"**) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant"): REVPAR International, Inc.

Address: 1020 N. Fairfax Street, Suite 320, Alexandria, VA 22314

Telephone: 703.838.9707

E-Mail: r.pastorino@revparintl.com

Agreement Amount: \$51,400.

B. Project Description. The Consultant has been engaged RevPAR International, Inc. The project is further described in the Request for Proposals issued by the City on May 15, 2025, which is attached as **Exhibit A** to this Agreement (**"RFP"**).

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated June 13, 2025, and August 7, 2025 (revised), a copy of which is attached as **Exhibit B** to this Agreement (**"Proposal"**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal (**"Services"**) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services no later than four (4) weeks upon receipt of retainer and written notice from the City that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than August 4, 2026 ("**Time of Performance**"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant and agreed upon by the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the Director of Community Development, or her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed \$51,400 ("**Agreement Amount**").

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services

are requested or directed by the City, except upon the prior written consent of the City.

E. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate components, each component of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each component of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Consultant will require written authorization from the City to commence each component of the Services.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as

required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees

and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

Consultant agrees to keep confidential any and all Confidential Information received from the City for a period of two (2) years from the Effective Date hereof. Notwithstanding this covenant of confidentiality, Consultant may share any such Confidential Information with any of its employees, agents, independent contractors, and third parties that Consultant deems appropriate in order to fulfill any obligation or promise to City that Consultant may subsequently agree to. Consultant shall have no duty of confidentiality hereunder as to any Confidential Information that becomes public knowledge through no fault of Consultant. In addition, notwithstanding anything to the contrary contained or implied herein, Consultant may disclose Confidential Information if requested to do so by any Court or in connection with any legal proceeding.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification.

1. To the fullest extent permitted by law, Consultant shall, and does hereby agree to, indemnify, hold harmless, and defend the City, the City's officers, directors, partners, and employees from and against costs, losses, claims, liability, damages, and expenses (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) that may arise, or be alleged to have arisen, out of or in connection to, or are caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and consultants in the performance of, or failure to perform, Consultant's services under this Agreement, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

2. To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts

or omissions of the City or the City's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Consultant's total liability to the City and anyone claiming by, through, or under the City for any injuries, losses, damages and expenses caused in part by the negligence of Consultant and in part by the negligence of the City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's negligence bears to the total negligence of City, Consultant, and all other negligent entities and individuals.

4. Nothing contained within this Agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

Similarly, no officer or employee of the Consultant shall be personally liable, in law or in contract, to the City as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of

principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with

Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. As part of the provision, the terms and conditions of the attached Terms and Conditions For All Contracts Funded with Federal Grants Subject to the Uniform Guidance addendum is incorporated herein by reference.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the

Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

Under no circumstances shall the City be entitled to any proprietary computer models, which have been specifically designed by REVPAR International for the preparation of hospitality-related feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of REVPAR International, Inc.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable

overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: Kim Tollefson, Director of Community
Development

With a copy to:

Stafford Rosenbaum LLP
1200 N. Mayfair Road, Suite 430
Milwaukee, WI 53226
Attention: Brian C. Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

REVPAR International, Inc.
1020 N. Fairfax Street, Suite 320
Alexandria, VA 22314
Attention: Richard E. Pastorino, Founder & CEO

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City’s Request for Proposals (RFP), and Exhibit B, the Consultant’s Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2025.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
Andrew Nerbun, Mayor

Approved as to Form:

Brian C. Sajdak, City Attorney

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

Attachment: Professional Services Agreement (RESOLUTION 4228 : Hotel Development Feasibility RFP)

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated May 15, 2025

Attachment: Professional Services Agreement (RESOLUTION 4228 : Hotel Development Feasibility RFP)

CITY OF MEQUON, WISCONSIN
COMPREHENSIVE HOTEL MARKET FEASIBILITY STUDY
REQUEST FOR QUALIFICATIONS



Issued:
Submittal Deadline:
City Representative:

May 15, 2025
June 13, 2025 | 1:00 pm
Kim Tollefson, Director of Development

Attachment: Professional Services Agreement (RESOLUTION 4228 : Hotel Development Feasibility RFP)

PURPOSE

The City of Mequon is soliciting proposals (RFPs) from firms who are interested and qualified to determine the feasibility of attracting a new hotel to the I-43 | Port Washington Road commercial corridor. The RFP is issued on May 16, 2025, and posted to the City website at www.cityofmequonwi.gov. For copies of and questions related to the RFP, you may contact Kim Tollefson at 262.236.2903 or ktollefson@cityofmequonwi.gov

All proposals must be received by the City of Mequon – Department of Community Development Planning Division on or before June 13, 2025, 1:00 p.m. CST. Proposals may be received by email, mail or hand delivered to the department. Proposals will be date and time stamped upon receipt.

The City of Mequon reserves the right to reject any or all submission, to waive any informalities in bidding and to accept the response deemed most advantageous to the City.

PROJECT BACKGROUND

The Port Washington Road commercial corridor is a thriving district with most of the properties contributing positively to the local economic base. There is an active retail center, thriving medical cluster and an abundance of financial institutions. The corridor runs parallel to Interstate – 43 and intersects with State Hwy 57 - Mequon Road. The study area is three miles long from County Line Road (south boundary) to Glen Oaks Lane (north boundary) and I-43 (east boundary).

The City of Mequon has completed a Real Estate Market Analysis: Port Washington Road Corridor (final report dated November 2024) which recommends the following targeted goals:

- Commercial developments appropriate for locating Port Washington Road include full-service restaurants, higher end and/or business class hotels, family and adult indoor entertainment/recreation venues.
- The market can support at least one new hotel, with 60-100 rooms. With the medical cluster, senior living communities, plus business travel, the area could support a **4+ star hotel** in this corridor.
- The corridor may benefit from the addition of venues that cater to more weekend entertainment.
- Redevelopment of thirteen (13) prioritized redevelopment sites.

The Real Estate Market Analysis of Port Washington Road has extensive reporting on the city's demographics, employment industry, housing, commercial competitive analysis including development trends, traffic, resident and visitor profiles and trade area, market value and outlook.

REQUEST

The City of Mequon requests all interested and qualified firms capable of providing the required information to submit turnkey proposals to the following timeline and scope as outline below.

Issue Request for Proposal	May 15, 2025
Proposals Due to the City of Mequon	June 13, 2025
Contract Award	July 8, 2025
Project Kick-Off	July 21, 2025
Project Completion	TBD

SCOPE OF SERVICES AND OBJECTIVES

The scope of services include:

1 RESEARCH & COMMUNITY OUTREACH

Conduct field research to determine the relationship between the community and its lodging needs such as:

- Current and potential future need
- Current and desired essential amenities
- Scale or quality preferences
- Employer overview
- Demand generators and attractions including peak
- Demographic assessment and report

2 DATA COMPIATION

Comprehensive compilation of city’s economic indicators, competitive lodging supply and lodging demand.

- Costar global data
- Competitive hotel properties data summary
- Primary and secondary competitive performance
- Key performance indicators supply & demand/supply & demand changes, occupancy rate average, daily rate, monthly revenue, unit type, rental growth, property and unit amenities, inventory and sales
- Key performance trends/changes
- Market segmentation projections

3 ECONOMICS

Assess the stability and growth potential of the market.

- Present projections for stabilized hotel operations based on current and prospective operating performances in the market including occupancy, daily room rates and sales revenue
- Overall economic condition of community
- Trending lodging data of current lodging supply

4 FORECASTING

Assess the impact and proforma of a new hotel development of prospective location(s).

- Define star rating hotel opportunities

Attachment: Professional Services Agreement (RESOLUTION 4228 : Hotel Development Feasibility RFP)

- Economic Impact: Direct and Indirect
- Impact of new hotel development on current lodging supply
- Cost of construction of new hotel development
- Cost of operation of new hotel development
- Potential revenue for new hotel development
- Economic proforma shall include impact of a hotel room tax

5 SITE SELECTIONS

Recommend sites, including consideration of the thirteen (13) prioritized redevelopment sites of the Real Estate Market Analysis: Port Washington Road Corridor, and identify the following:

- Property type
- Property size
- Location criteria
- Services and amenities
- City investment by type and level of necessity

Compare and rank prospective sites.

6 PROMOTION & MARKETING

Supply marketing and promotional materials for city use with prospective property owners, end uses investors.

CITY INVESTMENT

Address Overall Project Timeline and Breakdown Any Proposed Phasing
Address Phased Implementation by Scope, Cost and Seasonal Impact

Performance Requirements EVALUATION CRITERIA AND PROCESS

Those consultants responding to this RFP must address the following criteria:

- Qualified candidates shall have extensive experience in hospitality industry market analysis.
- Describe how your firm's expertise meets and enhances the project's needs.
- Demonstrated experience in successfully working with various public stakeholders and public sector agencies in accomplishing projects of this type.
- Provide examples of similar successful projects that your firm has undertaken.
- Provide examples of your firm's work concerning partnerships and contracts with municipal entities and interaction with the public.
- Provide examples of your firm's work concerning partnerships and contracts with hospitality brands.
- Describe your business's level of interest and availability for this project, address philosophies concerning the outlined scope and any obstacles in project initiation, process and management, schedule, estimated budget, and implementation. Address any post-project support provided, if any.
- Submit the resumes of the specific project team members that would be involved in this project.
- Provide details regarding any planned changes, enhancements and news releases regarding your firm's activity in the marketplace in the near future that may impact this project.

Questions may be directed to Kimberly Tollefson, Director of Community Development, at 262.236.2903 or ktollefson@cityofmequonwi.gov.

Proposal Submittal Format

Consultants must submit their proposals to the City of Mequon Community Development Department, addressed to:

Community Development Director, Kimberly Tollefson
11333 North Cedarburg Road
Mequon, WI 53092

Submissions shall be received by 1:00 P.M. on June 13, 2025. Please provide three (3) bound proposal copies. Electronic copies are also acceptable and may be submitted to ktollefson@cityofmequonwi.gov, by the same deadline. Electronic copies require

acknowledgment of receipt by the city to be considered. Consultant selection will be based on quality of proposal, qualifications of the project team, and fee to complete the work.

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the City may negotiate a contract with the next preferred proposer.

EXHIBIT B

Proposal Dated August 7, 2025

Attachment: Professional Services Agreement (RESOLUTION 4228 : Hotel Development Feasibility RFP)

Proposal in Response to RFQ for Comprehensive Hotel Market Feasibility Study in the City of Mequon, WI

Submittal Deadline:
1:00 p.m., June 13, 2025 Via Email

June 2025

Prepared for:

Revised:
08/07/25



Submitted by:
REVPAR International, Inc.
1020 N. Fairfax Street, Suite 320
Alexandria, VA 22314
Telephone: 703-838-9707

Attachment: REVPAR Proposal (Mequon WI Hotel Market Study RFP) (RESOLUTION 4228 : Hotel Development Feasibility RFP)

June 13, 2025

Ms. Kim Tollefson
 Community Development Director
 City of Mequon, WI
 11333 North Cedarburg Road
 Mequon, WI 53092



1020 N. Fairfax Street
 Suite 320
 Alexandria, VA 22314
 Phone: (703) 838-9707

Email: ktollefson@cityofmequonwi.gov

Re: RFQ Comprehensive Hotel Market Feasibility Study

Dear Ms. Tollefson:

REVPAR International, Inc. is pleased to submit the attached response to the above-referenced RFQ. We understand that the City of Mequon (City) would like an independent 3rd party to determine the feasibility of attracting a new hotel to the I-43/Port Washington Road commercial corridor. In response to the foregoing, REVPAR International, Inc. is pleased to submit the attached proposal to prepare a market feasibility study for the above-referenced project.

REVPAR International is interested in and ideally qualified for this project as it possesses the requisite level of experience and proper background to fulfill the needs and requirements of the City. We have been providing hospitality advisory services for 30+ years nationwide to the public sector, including the U.S. Department of Defense and National Park Service, state and local economic development offices, municipalities, and city government offices. Furthermore, we have undertaken 10+ projects throughout Wisconsin, including market studies, repositioning studies, valuations, appraisals, and acquisition analysis for existing and proposed hotels. Overall, our extensive experience and expertise relative to the type of hospitality consulting required in your RFQ will allow REVPAR International to effectively "hit the ground running" and provide the City with well-informed, usable advice and solutions in all required areas. We know this project is important to the City, and REVPAR International has a team of highly qualified individuals and in-house resources to meet your schedule and needs to ensure that your project receives the necessary direction and technical advice it requires.

We would be pleased to answer any questions you may have related to our submission and would welcome the opportunity to review any aspect of our proposal with you in a presentation and interview session. In the event that the level of effort specified in our proposal is at variance with that envisioned by the City, we wish to acknowledge our willingness to negotiate on any aspect of our proposal. We appreciate the opportunity to submit this proposal and look forward to the prospect of working with you and the City on this project.

Respectfully submitted,
REVPAR International, Inc.

Richard E. Pastorino
 Founder & CEO

Chris Cylke
 President & COO



TABLE OF CONTENTS

1. OVERVIEW OF THE FIRM 1

 Schedule/Timing 9

 Estimated Budget / Cost Proposal 9

2. QUALIFICATIONS OF TEAM MEMBERS 16

3. RELEVANT PROJECT EXPERIENCE & PROFESSIONAL REFERENCES 17

4. METHODOLOGY 25

ACCEPTANCE

ADDENDA

- General Provisions
- Corporate Brochure
- Resumes

Attachment: REVPAR Proposal (Mequon WI Hotel Market Study RFP) (RESOLUTION 4228 : Hotel Development Feasibility RFP)

1. OVERVIEW OF THE FIRM

Firm: REVPAR International, Inc.

Corporate Headquarters: Washington, D.C. Office
 1020 N. Fairfax Street, Suite 320
 Alexandria, VA 22314
 Telephone: (703) 838-9707

Office Locations: Washington, DC, Miami, and Denver

Primary POC: Richard E. Pastorino
 Founder/CEO
 Telephone: (703) 838-9707
 Email: r.pastorino@revparintl.com

Date of Incorporation: September 1992

Business Certification: Small, Women & Minority Owned



Qualified candidates shall have extensive experience in hospitality industry market analysis.

REVPAR International is a full-service advisory and asset management firm exclusively dedicated to the hospitality industry. The firm was established in 1992, giving us 30+ years of successful service to the needs of the hospitality industry at large and its various stakeholders. We are registered in the state of Virginia and are a certified Small, Women & Minority Owned (SWaM) business. Since inception, our consultants have undertaken over 4,800 projects throughout the United States, Central America, the Caribbean, Europe, Middle East, and Asia. We have worked on most U.S. hotel brands, and many international ones, within the industry.

REVPAR International is a research-intensive firm with a transparent, logical methodology. We have a “boots on the ground” mentality in that we undertake on-site research and direct interviews with area hotels, conference centers, and local hospitality firms to learn firsthand about the market and obtain historical operating data. While we use secondary research tools, we do not rely on them. We use them to support our primary research efforts which is increasingly unique in today’s technology and data-oriented world. This allows us to make informed decisions driven by data analysis. In our years of experience, in-person research is more in-depth and allows us the ability to provide the client with incisive recommendations and a “real” picture of the market versus online and desktop research where key recommendations are based on averages without specifics. As a best practice, we do not make unsupportable decisions or assumptions. This will provide you with solid data-based analysis.

The professionals comprising the REVPAR International team have extensive experience assisting clients, both in the public and private sectors, on projects ranging from feasibility studies to preparing strategic tourism plans for countries. Collectively, this experience equates to 100+ aggregate years in the hospitality field, inclusive of “hands on” operational experience with several of the major international hotel chains. Simply put, as consultants, we are well-seasoned veterans in all aspects of hospitality and tourism consulting -- experience that is brought to bear on each and every one of our assignments.

Additional information on the firm is provided at: www.revparintl.com.

Services

We provide a complete set of advisory services for all phases of a hospitality project, which are all customized to the needs of each client. Our complete life-cycle approach and experience provides you with uninterrupted service and access to our professionals. It also ensures continuity in the process and goals during the complete development cycle. Following is a summary of our typical services:

Typical Services for Proposed Projects	Typical Services for Existing Properties
<ul style="list-style-type: none"> • Appraisals and valuation studies • Assistance with management/ownership issues and structure • Brand selection and negotiation • Construction cost estimates • Development services • Economic impact analysis • Facilities planning and recommendations • Feasibility studies (market and financial) • Impact studies • Litigation support • Owner's representative services • RFP process for selection of and negotiation with operators, brands, architects, interior designers, etc. • Technical advisory services 	<ul style="list-style-type: none"> • Acquisition due diligence • Advisory services as needed • Appraisals and valuation studies • Asset management • Assistance with management/ownership issues and structure • Brand selection and negotiation • Critical asset reviews • Feasibility studies (market and financial) • Impact studies • Litigation support • Operational reviews • Repositioning studies • RFP process for selection of and negotiation with operators/brands • Strategic planning and investment analysis

Asset Types

The professionals at REVPAR International have experience and expertise with all types of hospitality and recreation facilities, to include:

Lodging Establishments	Meeting Facilities	Restaurants/ Food & Beverage	Other Recreational Facilities
<ul style="list-style-type: none"> • All-Inclusive Resorts • All-Suite Hotels • Condo-Hotels • Convention Hotels • Cottages • Destination Resorts • Extended-Stay • Full-Service • Inns • Limited-Service • Luxury Hotels • Recreational Lodging • Select-Service • University-Related Hotels • Military Lodging 	<ul style="list-style-type: none"> • Civic Centers • Conference Centers • Convention Centers • Executive Conference Centers • Meeting Halls • Banquet Halls 	<ul style="list-style-type: none"> • Cafeterias • City, Country and Community Clubs • Concessions • Contract Food Service • Employee Food Service • Full Menu Restaurants • Grab and Go • Limited Menu Restaurants • Lodging Food Service • Military Food Service • Quick Service Restaurants • Recreation Food Service • Theme Restaurants 	<ul style="list-style-type: none"> • Bowling Alleys • Campgrounds • RV Parks • Child Development Centers • Clubs • Entertainment Complexes • Field and Court Sports • Fitness Centers • Golf Courses • Golf Clubhouses • Marinas • Tennis • Recreation Centers • School Age Centers • Spas • Swimming • Youth/Teen Centers

Describe how your firm's expertise meets and enhances the project's needs.

Following are reasons how REVPAR International meets and enhances the project's needs:

100+ Years of Collective Market Feasibility Studies and Facility Expertise

REVPAR International's primary area of expertise is market feasibility studies for hotels.

Full Complement of Advisory Services

REVPAR International offers a complete set of hospitality advisory services. Essentially, after we undertake the feasibility study, we can assist in the development process, all the way through to asset management of the subject facilities to the City's objectives. This breadth of experience provides the City with uninterrupted service, access to our professionals, and ensures continuity in process and goals.

Extensive Public-Sector Expertise

We have extensive project experience with the public sector, from one-time projects with local and regional agencies (such as economic development offices) to 5+ year contracts with the federal government.

Extensive Database of Statistics, Operating Metrics, and KPIs

During our 30+ years of operation, we have compiled operating statistics and other information on thousands of markets, transactions, and hospitality assets. This database can be accessed throughout the assignment and can be used for benchmarking individual and portfolio performance against a comparable set. Furthermore, we subscribe to several hospitality-related databases to include the following:

- **CBRE Benchmarker:** A hotel financial database which reports on the revenues and expenditures of comparable hotels.
- **CoStar:** One of the largest commercial real estate databases, encompassing market performance, asset performance and historical operating data, and asset sales, across all commercial real estate sectors (i.e., hospitality, office, retail, industrial, flex, etc.).
- **STR:** The largest hospitality performance analytics database, which was recently purchased by CoStar. We obtain weekly, monthly, and quarterly performance statistics for the top 25 markets and purchase the following customized reports as needed: Trend Report (report of historical monthly performance for a custom set of hotels) and HOST Report (overview of profitability and expense trends of a custom set of hotels).

In-Person Site Visits and Detailed Research & Provide Recommendations Based on Data

We are a research-intensive firm with a transparent, logical methodology. We undertake on-site research and direct interviews with area hotels and local firms to learn firsthand about the market and obtain historical operating data. This allows us to make informed decisions driven by data analysis. As a best practice, we do not make unsupportable decisions or assumptions.

High Level of Repeat Clientele

Well over 60 percent of the work we do is for recurring clients, underscoring the high quality of our work and its usefulness in both assisting the developer in bringing the project to fruition and reflecting realistic projections.

Client-Focused Approach

REVPAR International's CEO/Principal and senior leaders remain involved at all levels of every project. Our clients appreciate the high level of experience brought to their projects, the incisiveness of our advice, and the direct access to the CEO/Principal and senior leadership.

Active in the Hospitality Industry

The professionals of REVPAR International attend, participate, and speak at prominent conferences. Furthermore, we are members of various associations, which include: HAMA (Hotel Asset Managers Association); ULI (Urban Land Institute); and ISHC (International Society of Hospitality Consultants).



Independent

We are completely independent and conflict-free, which allows you to be assured that our recommendations and advice are unbiased and objective to the extent that they are not influenced by any investment relationships we have with the brands or other operators and owners, or other internal or external businesses under our influence or control.

Well-Established and Positive Relationships with All Major Hotel Brands and Other Industry Stakeholders

We remain current on a real-time basis about the most pertinent aspects of the industry, brands, operations, transactions, etc. by maintaining ongoing positive relationships with senior-level executives of the various brands, management companies/operators, hotel equity and debt funds, brokers, lenders, and other market and industry participants.

Demonstrated experience in successfully working with various public stakeholders and public sector agencies in accomplishing projects of this type.

Stakeholders

The professionals of REVPAR International have extensive experience in conducting interviews and hosting meetings with multiple and various stakeholders in a project, and it is an important part of our primary market research. In fact, for every project on which we work, we have interviews/meetings with the following individuals:

- Project personnel;
- Representatives of existing and proposed comparable or competitive facilities;
- Individuals familiar with development patterns and the local and regional market;
- Specific local associations or organized institutions; and
- Local and regional officials in economic development and planning.

In addition to the foregoing, select clients request that we undertake:

- Workshops/open forums;
- Focus groups; and
- Surveys.

We have proven methodologies for undertaking the foregoing with the stakeholders/community. Through these methods, we are able to extrapolate the pertinent issues and concerns at hand and factor them into our analysis and recommendations.

Public Sector Agencies

We have been commissioned by numerous CVB and economic development offices nationwide to undertake market and financial feasibility studies relative to the proposed development or acquisition of hotels. As part of our analysis for these projects, we evaluated potential sites and then ranked them via our proprietary *Site Matrix* model, which utilizes a weighted point system to identify which site possesses the most attributes relative to hotel development and successful performance. We then reviewed and analyzed the local and regional area and market; analyzed the planned offerings at the subject facility, relative to those offered in the immediate area; undertook extensive interviews with a host of demand generators; and estimated present and future supply and demand. Ultimately, we provided detailed facility profiles, including size; service level; type; and scope of support services, as well as recommendations relative to branding versus being independent. We also prepared usage estimates and projected pro forma operating statements; and conducted valuation analyses. Economic development and purchasing offices for which we have provided advisory services include the following:

Brevard County, FL
Cambridge, MD
Cayuga County, NY
Central WV Regional City
Chesterfield County, VA
City of Arvada, CO
City of Bluefield, WV
City of Bridgewater, VA
City of Chesapeake, VA
City of Conroe, TX
City of Danville, VA
City of Elkins, WV
City of Excelsior Springs, MO
City of Fayetteville, NC
City of Goleta, CA
City of Hampton, VA
City of Highlands, NJ
City of Hopewell, VA
City of Jamestown, NY
City of Lawrenceville, GA
City of Los Banos, CA

City of Memphis, TN
City of Middletown, OH
City of Oneonta, NY
City of Orland, CA
City of Orland, CA
City of Peoria, AZ
City of Solvang, CA
City of Topeka, KS
Columbia County, GA
DE River & Bay Authority
Frederick County, MD
Gaston County, NC
Halifax County CVB, NC
Maryland Economic Dev. Corp.
Montgomery County, MD
My Agency Savannah, GA
New Kent County, VA
New River Gorge Regional
Development Authority
Randolph County, WV
Smyth County, VA

Somerset County, MD
South Carolina Dept. of Parks,
Recreation & Tourism
Tamaqua, PA
Town of Brookneal, VA
Town of Excelsior Springs, MO
Town of Mountain Village, CO
Town of Pulaski, VA
Town of South Bruce
Peninsula, Ontario
Town of Wachapreague, VA
U.S. Virgin Islands
Urban Development
Corporation of Trinidad &
Tobago
Virginia Beach, VA
Visit the Woodlands, TX
Washington, NC
Wicomico County, MD
Wyoming County, WV
Yorktown, VA

Provide examples of similar successful projects that your firm has undertaken.

The list of our relevant project experience is extensive. To that end, we have highlighted projects undertaken by the professionals of REVPAR International that are similar in scope to the City's assignment in Section Three. For a complete list of projects, please visit our website at www.revparintl.com.

Provide examples of your firm's work concerning partnerships and contracts with municipal entities and interaction with the public.

As previously stated, the professionals of REVPAR International have extensive experience in conducting interviews and hosting meetings with multiple and various stakeholders in a project, and it is an important part of our primary market research. In fact, for every project on which we work, we have interviews/meetings with the following individuals:

- Project personnel;
- Representatives of existing and proposed comparable or competitive facilities;
- Individuals familiar with development patterns and the local and regional market;
- Specific local associations or organized institutions; and
- Local and regional officials in economic development and planning.

In addition to the foregoing, select clients request that we undertake workshops/open forums; focus groups; and surveys.

Moreover, we have been commissioned by numerous CVB and economic development offices nationwide to undertake market and financial feasibility studies relative to the proposed development or acquisition of hotels. A list of various municipal entities with whom we have signed contracts with was provided on the previous page.

Provide examples of your firm's work concerning partnerships and contracts with hospitality brands.

REVPAR International has undertaken numerous assignments relative to evaluating and analyzing hotel brands for existing and new hotel projects. For many of these projects, we were commissioned to undertake an RFP/solicitation process to identify and preliminarily secure the appropriate brand for the hotel. For more formal processes, REVPAR International uses a proprietary RFP process and evaluation tool for this portion of the work, along with our extensive contacts within the industry. As part of this process, REVPAR International completed the following:

- Developed and distributed RFP;
- Reviewed responses to RFP and developed a shortlist;
- Attended formal presentations of each of the finalists and assisted client in clarifying any outstanding issues and obtaining additional information so that the candidates can be objectively compared; and
- Worked with client to assess the strengths and weaknesses of each candidate and to develop a negotiating strategy with each of the finalists to determine the optimal brand for the proposed hotel.

Below is a list of major hotel brands that we have successfully secured for our clients either via an RFP process or a direct solicitation of the brands:

AC Marriott	Hilton	Marriott
Ascend Collection	Hilton Garden Inn	Ramada
Autograph Collection	Holiday Inn	Radisson
Best Western	Home2 Suites	Renaissance
Comfort Suites	Homewood Suites	Residence Inn
Conrad	Hyatt Regency	Ritz-Carlton
Courtyard by Marriott	Hyatt House	Rosewood
Crown Plaza	Hyatt Place	Sheraton
Dolce	Indigo	SpringHill Suites
Doubletree	InterContinental	Staybridge Suites
Embassy Suites	Joie De Vivre	Tribute Portfolio
Fairfield Inn	Kimpton Hotels & Resorts	Tapestry Collection
Four Points by Sheraton	Loews	W Hotels
Four Seasons	LXR	Westin
Hampton Inn	Luxury Collection	Wyndham

Describe your business’s level of interest and availability for this project, address philosophies concerning the outlined scope and any obstacles in project initiation, process and management, schedule, estimated budget, and implementation. Address any post-project support provided, if any.

Level of Interest and Availability

REVPAR International is interested in and ideally qualified for this project as it possesses the requisite level of experience and proper background to fulfill the needs and requirements of the City. We have been providing hospitality advisory services for 30+ years nationwide to the public sector, including the U.S. Department of Defense and National Park Service, state and local economic development offices, municipalities, and city government offices. Furthermore, we have undertaken 10+ projects throughout Wisconsin, including market studies, repositioning studies, valuations, appraisals, and acquisition analysis for existing and proposed hotels. Overall, our extensive experience and expertise relative to the type of hospitality consulting required in your RFQ will allow REVPAR International to effectively "hit the ground running," and provide the City with well-informed, usable advice and solutions in all required areas.

Concerns Regarding the Outlined Scope

The RFQ listed in numerical order the scope of services required. In our methodology, we rearranged the scope so that the work is sequential and that the findings of each component are contingent upon the findings from the previous component. In other words, the sequential tasks within our methodology allows each component and phase to build upon the research and knowledge gained in the prior phases of work. The synthesis of the information will be a collective effort of all pertinent disciplines involved in the project such as market research, financial analysis, technical writing, etc., so that the City will receive the maximum benefit of our task-oriented approach to the assignment. Provided in the table to the right is our work plan for the project.

WORK PLAN
Component 1 – Market Study
Phase 1 – Contract Award and Kick-Off Conference Call
Phase 2 – Pre-Fieldwork Research
Phase 3 – Site Visit and Primary Market Research
Phase 4 – Prepare Supply & Demand Estimates
Phase 5 – Facility Recommendations
Phase 6 – Estimate Occupancy and Room Rate Projections
Phase 7 – Prepare Comprehensive Market Feasibility Study Report
Component 2 – Financial Analysis
Phase 8 – Prepare Financial Pro Formas
Phase 9 – Economic Feasibility/Valuation Estimate
Phase 10 – Update and Resubmit Report with Financial Analysis
Component 3 – Estimate Construction Costs and Economic Impact
Phase 11 – Prepare Preliminary Construction Estimates
Phase 12 – Impact Analysis on Hotel Room Nights
Phase 13 – Economic Impact Analysis
Phase 14 – Submit Deliverable
Component 4 – Prepare Marketing Pitchbook & Identify Potential Hotel Developers
Phase 15 – Prepare Marketing Pitchbook
Phase 16 – Identify Potential Hotel Developers

Process and Management

We know this project is important to the City and REVPAR International has a team of highly qualified individuals and in-house resources to meet your schedule and needs to ensure that your project receives the necessary direction and technical advice it requires. We can commence the project within 2 to 4 weeks of notification of award, execution of agreement and receipt of retainer.

Furthermore, REVPAR International is selective in the projects it pursues given our professional objectives as a firm, boutique orientation, and team-focused approach to projects. We have found that our clients appreciate the above average involvement of our senior leadership, including the active participation of our Principal on a regular basis, which limits the number of engagements in which we can become involved. Unlike many large firms where senior leadership and the Principal/Partners participate primarily in acquiring new business, *REVPAR International’s Principals and senior leadership continue to be involved at all levels of every project.* While this approach has limited our revenue growth on occasion, it

Attachment: REVPAR Proposal (Mequon WI Hotel Market Study RFP) (RESOLUTION 4228 : Hotel Development Feasibility RFP)

has also allowed us to be selective in our projects and clients over the long term, the latter of whom appreciate the high level of experience brought to their projects, the incisiveness of our advice, and the direct access to the Principal and senior leadership of REVPAR International.

Separately, to ensure the successful completion of a project and enhance the overall efficiency of the work being completed, REVPAR International utilizes several best practices to include the following:

Constant Communication with Client

Overall, we are always available to our clients to discuss where we stand to date with a project and we have implemented various communication steps throughout the project. These steps also allow for us to present our findings, conclusions and recommendations so that the City and potential stakeholders can make an informed decision. These steps are included in the following phases:

- **Kick-Off Conference Call**

Upon notification of contract award, the key personnel from the REVPAR team would plan an initial conference call with the City to discuss the assignment.

- **Kick-Off Meeting**

To start our site visit, we will initially meet with City representatives in person and follow up on discussions held in the kick-off conference call.

- **Follow Up Calls/Meetings**

We have incorporated several progress meetings into our methodology so that the REVPAR team can virtually meet with city staff to review the status of the project and to ensure objectives and milestones are being achieved. Furthermore, we will speak with the City on an as needed basis to discuss our findings to date.

- **Several Deliverables**

We have incorporated several deliverables into our scope of work, to include the following:

- Full comprehensive market feasibility study report;
- Memo with preliminary construction costs and economic impact; and
- Marketing pitchbook.

Project Budget and Due Date(s)

We developed a comprehensive budget for this project, which establishes the upfront estimated timing and financial costs associated with the engagement. This allows the Project Manager and team members a preliminary estimate of how much time should be spent on each phase of the project. Upon contract award, the Project Manager will review the scope of work and project schedule and will identify hard due dates for the following: (1) site visit; (2) internal review of deliverables; and (3) submittal of deliverables to you. The Project Manager will then be held responsible for meeting those deadlines.

Weekly Project Status Meeting

Every Monday, REVPAR International has a standing meeting during which time the Project Managers discuss the status of each project with the CEO/Principal (Project Director) so that the team can verify that the projects are where they should be in order to meet the targeted deadline.

Quality Assurance and Quality Control

We have developed Quality Assurance and Quality Control processes and procedures to coordinate and monitor the activities of the team members. Our Quality Control checklist ensures that our deliverables

meet the high standards of both REVPAR International and the client and are in compliance with contract requirements. Specific to Quality Assurance, REVPAR International has defined its own internal required quality standards, processes, and procedures. Our Quality Assurance protocol is performed at various intervals throughout each project and verifies that our Project Managers and team members are “doing the right things, the right way, at the right time.”

Schedule

Based on current commitments and barring any unusual circumstances, we would submit the deliverables for the various components within the following time frames:

Project Timing	
Key Milestone	Critical Dates
REVPAR International is awarded project	Commence project within 2 to 4 weeks of notification of award, execution of agreement and receipt of retainer.
Component 1 – Market Study	Complete within 4 to 5 weeks of completion of site visit/fieldwork.
Component 2 – Financial Analysis	Complete within 2 to 3 weeks of authorization to proceed and receipt of retainer. ⁽¹⁾
Component 3 – Estimate Construction Costs and Economic Impact	Complete within 3 to 4 weeks of authorization to proceed and receipt of retainer. ⁽¹⁾
Component 4 – Prepare Marketing Pitchbook & Identify Potential Hotel Developers	Complete within 3 to 4 weeks of authorization to proceed and receipt of retainer. ⁽¹⁾
Note: ⁽¹⁾ Timing assumes we are commissioned within 60 days of completion of prior component.	

All REVPAR International deliverables would be submitted to you electronically in Adobe PDF format. Hard copies are available at an additional charge.

Estimated Budget / Cost Proposal

Professional Fees

Our professional fees for undertaking the above assignment are based on our hourly rates multiplied by the time required to complete the assignment. Our hourly billing rates are as follows:

Project Director	\$565.00 to \$690.00
Project Managers	\$325.00 to \$550.00
Analysts	\$135.00 to \$240.00
Administrative Staff	\$140.00

Based on these rates, our professional fees for each component will be as follows:

Component 1 – Market Study	\$23,500.00 ⁽¹⁾
Component 2 – Financial Analysis	\$6,800.00 ⁽¹⁾⁽²⁾
Component 3 – Prepare Construction Costs and Economic Impact Analysis	\$9,900.00 ⁽¹⁾⁽²⁾
Component 4 – Prepare Marketing Pitchbook & Identify Potential Developers	\$7,900.00 ⁽²⁾

Notes: ⁽¹⁾ Assumes preparation of one set of projections. If more than one scenario is requested, additional projections can be prepared at our hourly rates, up to a maximum of \$5,800 each.

⁽²⁾ Assumes prior component was completed within previous 60 days.

In addition, we request reimbursement for out-of-pocket expenses incurred in performance of the assignment, such as travel, lodging, and meals. Please note that all projects are charged a one-time \$795 flat fee for economic/demographic data and IT costs. If deemed necessary to more accurately depict historical monthly market or financial trends, we may purchase certain custom hotel reports (i.e., STR, Benchmarkr), which run \$350 to \$700 per report and are billed as an out-of-pocket expense to the client.

Retainer

As is customary in assignments of this nature, we request a retainer prior to commencing each component of work. The retainer is then applied to our final billing for the component. Progress billings will be made during the course of the assignment, and are payable prior to submission of the deliverable for the next component of work. All of our fees and expenses must be paid prior to submission of the final report.

Notwithstanding the fee payment schedule set forth above, if at any time while performing this assignment it becomes necessary to suspend work for a period of thirty (30) days or more, then REVPAR International will be entitled to bill for the portion of the assignment completed up to the suspension (less any retainer paid) at its current hourly rates.

Please note that payment of our professional fees and other expenses are not contingent on the findings of the market study, a loan closing, or any other pre-arranged condition.

If Project is Cancelled

If, at any time during the course of our study, we form an opinion that there is insufficient demand for the project, we will suspend the assignment at that point and discuss our findings with you. If you desire to terminate the assignment at that point, we would send you a brief letter summarizing our findings and charge you only for that time actually incurred to-date at our regular hourly rates, plus expenses.

Acceptance

If the foregoing correctly states the nature of the work you wish to be undertaken at this time, you agree to the *General Provisions*, and arrangements are satisfactory, please sign a copy of the “Acceptance and Retainer Invoice” (provided on the last page) and return it to us, together with the requested retainer, as our authorization to schedule the assignment. If you have any questions or require further explanation, please let us know.

Implementation

Upon notification of contract award, the key personnel from the REVPAR team would plan an initial conference call with the City to discuss the assignment. At this time, we would review and discuss the methodology and required information for the assignment; discuss any administrative or technical issues related to the work; discuss potential dates for the site visit; establish milestone dates of completion for the

deliverable; and discuss any other issues that may be of importance to the successful completion of the assignment.

We will also request that the City provide the following:

- Any hotel and meeting space trend-related data and/or relevant tourism studies or other studies of this nature which the City may have already collected.
- A tour of the sites and the general market area.

Post Project Support

Upon completion of the project, at your request, REVPAR International stands ready to act as an advisor on your behalf on any pertinent matters related to the project. This may include any number of owner-related activities. REVPAR International, Inc. is prepared to provide such advisory services within our area of expertise based on your needs and requirements. Examples include, but are not limited to, the following:

1. Presentation of Findings / Collaborative Meeting

We can schedule an on-site working session with the City to review the results of the feasibility study and overall prospects for the proposed hotel. We will prepare a formal PowerPoint presentation to be delivered in person by the REVPAR team. The presentation will include tables, graphs, maps, etc. as necessary and will be presented in a format where discussion amongst the attendees can occur in a business casual meeting to ensure that you understand why we are recommending certain things and our rationale for the recommendations. Our meeting and the presentation will allow you to discuss with us the overall merits of the recommendations; potential obstacles that may be encountered in moving through these recommendations; how to overcome these obstacles; identifying and strategizing on how best to proceed, among other issues.

2. Assistance in Identifying a Development Partner

We can assist you in identifying a development partner. To that end, we can assist in the following areas:

- Preparation of a formal RFP for a developer or joint venture partner;
- Soliciting qualified developers or joint venture partners;
- Evaluation of the responses to the RFP, to include the terms and conditions; and
- Negotiating the development or joint venture agreement.

3. Assistance in Identifying an Operator/ Management Company

We can assist you in identifying a management company in the following areas:

- Preparation of a formal RFP for third-party management services;
- Soliciting qualified third-party hotel operators;
- Evaluation of the responses to the RFP, to include the terms and conditions, as well as cost of third-party operators; and
- Negotiating the management agreement and (if applicable) hotel franchise agreement with the third-party operator.

4. Assistance with Obtaining Approval for Franchise

We can assist in obtaining approval for a franchise, if applicable to your project. In this scope of work, we will contact the pertinent hotel brands and establish their level of interest in affiliating with your hotel based on the proposed concept plan. Assuming they have an interest, we would work with you/them to refine the conceptual building envelope for their brand on the specific site that fits their typical design standards. Based on the foregoing, we would then reconcile “the subject as proposed” versus “the requirements based

upon the brand” to establish which, if any, of the brands/operators’ facilities and costs match the subject as proposed. This information can then be used by your design team and investment group to configure the space within the overall development, as well as determine which, if any of the brands/operators maximizes the value of the asset.

5. Establish Value of Land and/or Ground Lease Structure

We will undertake the necessary due diligence to establish a market-based value for the underlying site and/or develop a ground lease structure for the hotel that can then be used by the City to begin negotiations with potential 3rd parties. In order to do this, we will identify and research recent land sales that have been bought or sold for hotel use. We will also research other deals where a ground lease or other long term structure for a hotel was implemented. Based on our findings, we will establish market value for the site and/or the basic terms of an annual lease amount and calculation (flat fee, percentage, or combination thereof); term; options to extend; other charges/expenses to the lessee; obligations of the lessee and lessor; any options on part of lessee to purchase and terms thereof; etc. Once we have accomplished the above, we will provide you a summary of our findings, including a table summarizing all the comparable data and terms of the leases.

6. Review of Franchise/Hotel Operating and Technical Services Agreements

We can review any of the pertinent agreements/contracts and provide you with a summary of any business (versus legal) issues that we believe need to be discussed, analyzed, negotiated, or considered prior to execution.

Submit the resumes of the specific project team members that would be involved in this project.

Following are brief profiles of the key members of the REVPAR team. Resumes are provided in the Addenda.

Richard Pastorino, ISHC, MBA, Founder/CEO

Over the past 33 years, Rick has been the Founder and CEO of REVPAR International. Prior to that, he spent eight years with PKF Consulting, a global accounting and consulting firm with a hospitality focus. He started his hospitality career as a teenager in South Florida working in hotels and restaurants. He continued this operational work through college and his early years post-graduation before moving to the consulting side of the business. As a result, he has both direct operational, asset management and advisory experience providing these services to a broad array of domestic and international clients for well over 30 years.



Rick’s areas of expertise include asset management, underwriting/due diligence, investment analysis, brand selection and value, hotel operator selection, management contract/franchise negotiations, economic and financial analysis including market repositioning and other value enhancement strategies, capital planning and programming, financing, market and financial analysis, valuation, strategic planning, impact analysis, and expert witness/litigation support. Rick has been engaged in numerous technical services and operational reviews for hotels located around the world, acting as Owner’s Representative and negotiating agreements and contracts on their behalf.

On the advisory side, Rick has participated in a wide variety of projects on a global scale, ranging from the development of small hotels in tertiary markets and islands to major convention center hotels and luxury resorts in gateway international cities on four continents. In total, he has directed, managed, and/or

participated in over 4,800 projects throughout the United States, Caribbean, Europe, Middle East, and Latin America, with an aggregate value well in excess of \$15 billion in investment activity.

During his career, Rick has held various operations positions with several prominent, international hotel companies such as Westin Hotels and Resorts (now Starwood Hotels and Resorts), Holiday Inn Worldwide (now IHG), and The Boca Raton Hotel and Club. Over the past three decades, he has earned a well-deserved reputation for consulting and asset management excellence, while serving an impressive client base of public and private sector clients, including several of the industry's best known hotel companies, developers, operators, owners, lenders, lawyers, and special servicers.

Rick has authored many notable articles and studies and is a frequent speaker and moderator at major industry conferences on a variety of subject matters relative to the hotel industry. He served as an officer of the International Society of Hospitality Consultants (ISHC), including Chairman and President. He chaired the ISHC Membership Committee and ISHC Friends of Society Committee for years. ISHC is the most prestigious trade association for service providers to the hospitality industry. Rick was on the advisory committee to the American Hotel and Lodging Association's (AHLA) Foundation in the development and publication of the landmark study, "The Key to Best Practices in the U.S. Lodging Industry," prepared by several Cornell University professors. In addition, Rick has co-authored the recent editions of the CapEx reports (A Study of Capital Expenditures in the U.S. Hotel Industry), issued by ISHC, which represents a one-of-a-kind resource in the hospitality industry for tracking the cost of capital expenditures for hotels throughout their life cycle, now in its 6th iteration. Separately, Rick collaborated with the Hotel Asset Managers Association (HAMA) in updating the third publication of "Hotel Asset Management: Principles & Practices" by authoring the chapter on CapEx Spending. He is a frequent lecturer or guest speaker at universities, where a hotel degree is offered. Rick is a member of ISHC, HAMA, and the Urban Land Institute.

Rick holds an MBA in Finance from Virginia Tech University and a Bachelor of Science degree in Business Administration from the University of Denver, School of Hotel and Restaurant Management. He also attended the Institute of American Universities Aix en Provence, France.

Chris Cylke, ISHC, President & COO

Chris has 25+ years of experience in the hospitality, recreational, and tourism industries regarding new development and acquisition of all hotel types with an emphasis on hotels and resorts located in Florida, Caribbean and Central America; market and financial analysis, valuation, strategic planning, investment decision analysis, asset management, operations analysis, impact analysis, litigation support, hotel operator selection, RFP process, management contract/franchise negotiations, and market repositioning and other value enhancement strategies. He has managed a broad range of public and private sector hospitality-related investments including hotels, conference centers, resorts, casinos, food and beverage facilities, spas, golf courses, and marinas. He has also advised leading hospitality organizations on strategic planning and investment decision analysis. He has directed and managed over 750 hospitality-related projects on individual hotel assets, as well as multiple hotel assets and portfolios, during his advisory career. The aggregate value of these projects represents well in excess of \$5 billion in investment activity. Chris has been with REVPAR International for 24 years.



Chris is a frequent speaker and moderator at major industry conferences on a variety of subject matters relative to the hotel industry. He served as an officer of the International Society of Hospitality Consultants (ISHC), including Chairman. He also chaired the ISHC Awards Committee for three years. ISHC is the most prestigious trade association for service providers to the hospitality industry.

Prior to REVPAR International, Chris held various management positions with Hyatt Hotels. He has a B.A. in Government from Clark University.

Paul Landry, Senior Vice President

Paul oversees our Denver office and has been with REVPAR International for 20 years. He possesses extensive experience in hotel and food service operations (including regional operations and management experience for an upscale hotel chain's food and beverage operations), economic feasibility, asset management, development, and acquisition-related financial and market analysis for all types of hospitality-related real estate for the public and private sector. Given his 30+ year tenure in the hospitality industry, he also has considerable experience with operational reviews, appraisals, brand and management selection, valuations and other analyses. Paul has managed a broad range of public and private sector hospitality-related investments including hotels, resorts, conference centers, banquet facilities, food and beverage facilities, and spas. The cumulative value of the assets that Paul has evaluated during his tenure is in excess of \$1 billion.



Prior to REVPAR International, Paul was the Regional Vice President of Food and Beverage for Kimpton Hotels and Restaurants, where he was responsible for over \$30 million in annual revenues and a staff of 250+ people and opening new food and beverage outlets in all Kimpton Hotels in the greater Washington, D.C. area. Paul was also the liaison with ownership for all food and beverage activities occurring within the various hotels. He has also redesigned restaurant operations and headed numerous opening and development teams for various food and beverage operations at full-service hotel and restaurant properties around the U.S.

Paul holds a Bachelor of Science degree in Business Administration with a major in Hospitality Administration from Florida State University.

Robert Vitale, Vice President

Robert has been with REVPAR International for 19 years. He has prepared market demand and feasibility studies for all types of hotel products, touching nearly every single brand and a wide variety of independent properties. Robert has experience in many Top 25 urban markets, as well as university-campus, resort, airport, interstate, suburban, and rural market areas. Projects include estimating development costs, determining a fair lease structure and value, and identifying appropriate hotel developers/operators via both formal and informal RFP processes. Robert also provides asset management services, which have included providing operational review services, with best practice recommendations, monitoring on-site operations from the perspective of loan security and collateral protection, assessing hotel operating performance, participating in regular sales and operational calls with management, and researching variances to enhance revenue or reduce expenses. He establishes performance benchmarks and measures results, performing brand assessment and void analysis, and representing the client in dealings with hotel operators, franchisors, management companies, governmental agencies, media sources, community groups, and suppliers. He has prepared, evaluated, and made recommendations relative to borrower's proposed repositioning of hotel asset or portfolio through rebranding, renovation, disposition, and/or expansion are all also some of the actions completed as an asset manager.



Prior to REVPAR International, Robert held various hotel management positions. He holds a Bachelor of Science degree in Hospitality and Tourism Management from Connecticut State University.

Provide details regarding any planned changes, enhancements and news releases regarding your firm's activity in the marketplace in the near future that may impact this project.

There are no planned changes, enhancements or news releases in the near future regarding REVPAR International that may impact this project.

2. QUALIFICATIONS OF TEAM MEMBERS

A team of highly qualified individuals has been assembled to ensure that the City will receive the necessary direction, technical advice, and quality assurance it requires. This group collectively offers the City unparalleled experience and expertise. REVPAR International's past experience with both the public and private sectors on similar assignments makes us extremely well suited as a contractor for this assignment. The following organizational chart outlines the key roles of those assigned to the project. Following are descriptions of each role.



Project Director

Richard Pastorino, CEO/Principal of REVPAR International, will have overall responsibility and accountability as Project Director. He will provide overall organization, direction, and input at key decision points. He will review all analyses, findings, and recommendations to ensure that they are accurate; correctly documented, justified, and comprehensive. His oversight will also focus on the methodology requirements, and high standards of quality and integrity of the City and REVPAR International. As Project Director, he will be involved in all critical aspects of the assignment, including quality control, administration, contract management, and briefings.

Project Manager

Chris Cylke, President/COO, or one of our Vice Presidents of REVPAR International will act as Project Manager. In conjunction and coordination with the Project Director, the Project Manager will be responsible for ensuring the timely execution of all aspects of the assignment. This will include developing the project-specific work plan; preparing the site visit; coordinating the activities of the team during the fieldwork portion of the assignment and subsequent analysis phases; reviewing all site, market, financial, operational and investment analysis; and overseeing the report production. The Project Manager will support the Project Director in the administration and execution of all phases of the assignment.

Project/Business Analyst(s)

A market and financial specialist will support the Project Director and Project Manager in all aspects of the site visit; data collection; market opportunity analysis; market supply and demand analysis; demographic and economic research; and financial analysis, as needed.

Administrative Support and Research

We have administrative and research staff to support the team members for the duration of this project.

Subcontractors

REVPAR International has sufficient staff resources and capability to perform the work contained within the RFQ; we will not be utilizing any subcontractors.

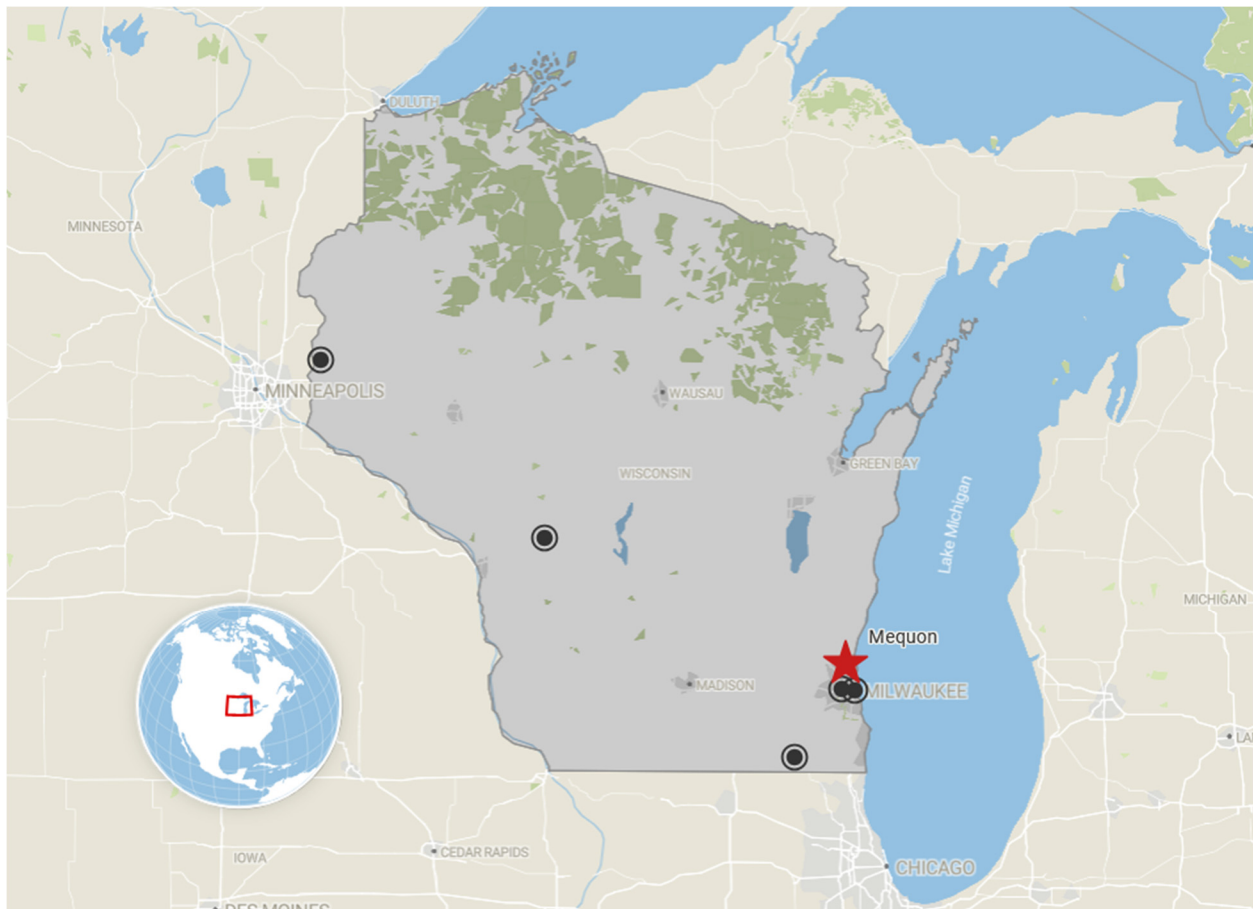
3. RELEVANT PROJECT EXPERIENCE & PROFESSIONAL REFERENCES

The list of our relevant project experience is extensive. To that end, we have highlighted projects undertaken by the professionals of REVPAR International that are similar in scope to the City's assignment. For a complete list of projects, please visit our website at www.revparintl.com. Additional information on REVPAR International is provided in the Addenda.

Market Experience

REVPAR International has undertaken 10+ projects, including market studies, repositioning studies, valuations, appraisals, and acquisition analyses for existing and proposed hotels, throughout Wisconsin as illustrated in the following map. As a result of the foregoing, REVPAR International possesses extensive knowledge of the various hotel markets throughout the state, and we are very familiar with:

- Hotel development patterns;
- Transient and group demand generators;
- New and emerging markets;
- Hotel supply and demand trends; and
- Likely competition to the proposed hotel.



Feasibility Study & Ongoing Advisory Proposed Hotel, Danville, VA

REVPAR International has been providing advisory services to the city of Danville for the past couple of years in regards to the following:

1. Feasibility study for a proposed hotel;
2. Advisory services relative to existing and potential future supply of lodging inventory; and
3. Advisory services relative to hotel supply and demand trends by week, quarter, and annually.

Initially, REVPAR International was commissioned by the City of Danville to determine the level of demand for hotel accommodations in the city, along with determining the feasibility of a proposed hotel in a 330-acre technology park, offering a sizable conference center. As part of the scope of work, REVPAR International was tasked with quantifying and qualifying the lodging demand being generated by a training facility for the U.S. Navy within the park with the goal of the proposed hotel capturing this room night demand, as well as quantifying the need for a hotel to accommodate more traditional room night demand in the park.

As part of the study, we reviewed and analyzed the local and regional area and hotel market; analyzed the planned offerings at the subject hotel relative to those offered within the technology park; evaluated several sites and completed a site matrix; and estimated present and future hotel supply and demand. Ultimately, we recommended a hotel facility profile, including size, service levels, type, and scope of support services and facilities and provided recommendations relative to branding versus being independent. We then prepared usage estimates by segment for the hotel; projected financial pro forma operating statements; and provided a valuation analysis.

Based on our review and analysis of the competitive trade area, as well as current and prospective hotel supply and demand trends in the market area, the city of Danville generally, and the technology park specifically, we determined that there was sufficient market support for the development of a 325-unit independent (non-branded) hybrid lodging facility with two distinct sections or “wings” as follows: A 75-room traditional hotel offering upper mid-scale accommodations similar to a Hampton Inn by Hilton; and a 250-bed dormitory-style lodging facility to be used exclusively for the students/trainees of the training facility.

Subsequently, we were commissioned to undertake analysis relative to the existing and potential future supply of lodging inventory within Danville. The study aimed to establish current capacity and performance of the existing hotel/motel lodging inventory and identify any gaps in inventory within the submarket, in addition to lodging types that may be absent.

We were then commissioned to undertake additional analysis to provide insight into hotel supply and demand trends by day of week, quarter, and annually in an effort to identify periods of available/unoccupied hotel inventory in the city, along with fluctuations in pricing as demand increases or declines through 2028. With this information, the city was hoping to be able to better influence future demand patterns for visitation coming to the city, as well as make decisions as to future hotel development activity and growth strategies.

Reference

Ms. Corrie T. Bobe, Director of Economic Development and Tourism
Economic Development & Tourism, City of Danville, VA
Telephone: (434) 793-1753
Email: corrie.bobe@discoverdanville.com

Feasibility Study & Marketing Pitchbook Proposed Hotel, Bridgewater, VA

Commissioned by the town of Bridgewater, Virginia to prepare a market feasibility study for a proposed hotel to be located on Don Litten Parkway. Some of the specific objectives achieved from our research included establishing the following:

- Undertaking market research;
- Providing facility recommendation including size and branding and ancillary facilities;
- Estimated market demand;
- Performance projections for the proposed facilities; and
- Preparation of financial pro formas and cash-flow valuation for the proposed facilities.



We determined that the proposed hotel will benefit from its position proximate to demand generators in and around Bridgewater and will still be capable of competing for demand from Interstate 81, as well as overflow demand during peak periods emanating from Harrisonburg, such as James Madison University sporting events and graduation weekend. Based on our review and analysis of the competitive trade area, as well as current and prospective hotel supply and demand trends in Rockingham County, we were of the opinion that there was sufficient market support for the development of an 80-unit Hampton Inn & Suites by Hilton.

Upon completion of our market study and financial analysis, we were commissioned to undertake an economic feasibility and impact analysis of the proposed hotel to determine its financial viability. As part of this scope of work, we prepared preliminary construction cost estimates, evaluated the market constraints and potential public incentives, and then prepared an economic impact analysis.

Reference

Ms. Gwen Gottfried, Economic Development Advisor
Town of Bridgewater, VA
Telephone: (540) 908-2536
Email: ggottfried@bridgewater.town

Feasibility Study & Marketing Pitchbook Proposed Hotel, Brookneal, VA

Commissioned by the Town of Brookneal to evaluate the local hotel market in order to establish whether or not there is sufficient demand to support a new hotel and identify the best branding and product opportunities available, the number of rooms that should be built, and prepare a market study that indicates its feasibility.

Initially, we identified and analyzed the potential sites and utilized our proprietary site selection matrix to evaluate the sites based on a set of criteria that indicated one site to be preferred over the others. We then undertook a full feasibility study that included an evaluation and

recommendation of proper branding and sizing of the proposed hotel. Some of the specific objectives achieved from our research included establishing the following:

- The preferred site location within the market;
- Facility recommendation including size and branding;
- Estimated future supply and demand;
- Performance projections (i.e., occupancy, ADR, etc.); and
- Preparation of financial pro formas.

Based on our review and analysis of the competitive trade area, as well as current and prospective hotel supply and demand trends in Brookneal and the competitive trade area, we were of the opinion that there was sufficient market support for the development of a 65-unit, nationally-branded, midscale, limited-service hotel, examples of which include Tru by Hilton, Avid by IHG, Sleep Inn by Choice Hotels, Microtel by Wyndham Hotels, and more.

Reference

Mr. Russell B. Thurston, Town Manager
Town of Brookneal, VA
Telephone: (434) 376-3124
Email: townmanager@townofbrookneal.com



Multiple Feasibility Studies for Proposed Hotels Gaston County, NC



REVPAR International has been working with the Gaston County CVB for almost 10 years in regards to multiple hotel projects.

In 2016, we were commissioned by the Gaston County CVB to prepare two feasibility studies relative to the development of a hotel attached to the Gastonia Conference Center in downtown Gastonia, North Carolina and an extended-stay hotel to be located on an excess parking area of Eastridge Mall in Gastonia. In 2019, we were commissioned to update our research and analysis.

In 2022, Gaston County recommissioned REVPAR to update and expand our research to reflect development of two additional hotels, as well as any changes that have occurred in the market: Some of the specific objectives achieved from our research for these projects included establishing the following:

- Undertaking market research;
- Providing facility recommendation including size and branding;
- Estimated future supply and demand;
- Performance projections (i.e., occupancy, ADR, etc.) for the proposed facilities; and
- Preparation of financial pro formas for the proposed facilities.

Reference

Mr. Michael Applegate, CDME
Director
Gaston County Tourism Development
Telephone: (704) 829-2236
Email: Michael.Applegate@gastongov.com

Multiple Feasibility Studies & On-Going Advisory Services Proposed Hotels and a Restaurant, Halifax County, NC



In 2018, we were commissioned by the Halifax County Convention & Visitors Bureau (CVB) to prepare a market financial feasibility study relative to the development of a hotel and a free-standing restaurant on a 13.47-acre parcel of land located adjacent to Interstate 95 in Weldon, North Carolina.

In 2020, we were commissioned by the CVB to prepare a feasibility study relative to the development of another hotel roughly two miles south of the initial subject site. Some of the specific objectives achieved from our research for these projects included establishing the following:

- Undertaking market research;
- Providing facility recommendation including size and branding;
- Estimating future supply and demand;
- Preparing performance projections (i.e., occupancy, ADR, etc.) for the proposed facilities; and
- Preparing financial pro formas for the proposed facilities.

Based on our analysis of the market area, as well as current and prospective hotel and food and beverage supply and demand trends in the Halifax County area, we were of the opinion that there was market support for hotels at both sites, as well as a free-standing Red Robin restaurant at the designated site. After our analysis, we were engaged to prepare a marketing pitchbook, which was used to market the opportunity to the lodging and restaurant development community.

Reference

Ms. Lori R. Medlin, CDME
President/CEO
Halifax County, NC Convention & Visitors Bureau
Telephone: (800) 522-4282
Email: lmedlin@visithalifax.com

Feasibility Study & Marketing Pitchbook Proposed Resort Hotel, South Bruce Peninsula, Ontario

In 2020, we were commissioned by the Town of South Bruce Peninsula to assess the feasibility and market potential of a mixed-use resort/hotel/commercial opportunity within the South Bruce Peninsula. Initially, we identified and analyzed four potential sites and utilized our proprietary site selection matrix to evaluate the sites based on a set of criteria that indicated one site to be preferred over the others. We then focused our efforts on a set of local competitive hotels; however, given the nature of the hotel market in the South Bruce Peninsula, we expanded our review to include hotels located within Central Ontario that were



more comparable than competitive based on their distance from the subject site. The reasons for this are based on the fact that the then current lodging supply in the local market consisted of small inns and bed and breakfasts (B&Bs) of two and three star-quality with many closing during the shoulder and off-peak seasons. We then focused our research into the comparable set's operating profiles which would provide a better indication of the subject's estimated performance. We then undertook a full feasibility study that included an evaluation and recommendation of proper branding and sizing of the proposed resort hotel. Some of the specific objectives achieved from our research included establishing the following:

- The preferred site location within the market;
- Undertaking demand interviews;
- Facility recommendation including size and branding;
- Indicated demand;
- Estimates of occupancy, ADR, and RevPAR; and
- Preparation of financial pro formas.

In the course of our research, we considered a range of upper-upscale, upscale, upper mid-scale, and select-service hotel brands for the subject site, as well as the potential for a full-service hotel. Based on the size/characteristics of the site, the seasonality of the market, and the nature of the demand likely to be attracted to such a facility at this location, we were of the opinion that the subject site should be developed as an upper-upscale, 3.5-star/diamond rated full-service hotel offering 80 units. Subsequent to our feasibility study, we prepared a marketing pitchbook, which was used to market the opportunity to the lodging development community.

Reference

Ms. Danielle Edwards
Economic Development Officer
Community Services Town of South Bruce Peninsula
Telephone: (519) 534-1400 Ext. 148
Email: Danielle.edwards@southbrucepeninsula.com

4. METHODOLOGY

Understanding the Engagement

We understand that the City of Mequon would like an independent 3rd party to determine the feasibility of attracting a new hotel to the I-43/Port Washington Road commercial corridor, a thriving district with an active retail center, medical cluster, and an abundance of financial institutions.

In November 2024, the City of Mequon completed a Real Estate Market Analysis for the Port Washington Road corridor and the study indicated that the market can support at least one new hotel, with 60 to 100 rooms and of 4+-star quality.

At this time, the City wishes to have an independent 3rd party evaluate the market in order to establish whether there is sufficient demand to support the a hotel in the City; identify the best product and branding available; provide facility recommendations (i.e., the number of rooms, food and beverage facilities, meeting space, fitness center, etc.); and prepare a market study that indicates its feasibility.

Depending on the outcome of the initial components, you may require us to provide further development assistance in bringing your project to fruition. Such services are outlined in Components 2 and 4 of this proposal. We have described each of the components and phases of work in more detail below. Provided in the table to the right is our work plan for the project.

WORK PLAN
Component 1 – Market Study
Phase 1 – Contract Award and Kick-Off Conference Call
Phase 2 – Pre-Fieldwork Research
Phase 3 – Site Visit and Primary Market Research
Phase 4 – Prepare Supply & Demand Estimates
Phase 5 – Facility Recommendations
Phase 6 – Estimate Occupancy and Room Rate Projections
Phase 7 – Prepare Comprehensive Market Feasibility Study Report
Component 2 – Financial Analysis
Phase 8 – Prepare Financial Pro Formas
Phase 9 – Economic Feasibility/Valuation Estimate
Phase 10 – Update and Resubmit Report with Financial Analysis
Component 3 – Estimate Construction Costs and Economic Impact
Phase 11 – Prepare Preliminary Construction Estimates
Phase 12 – Impact Analysis on Hotel Room Nights
Phase 13 – Economic Impact Analysis
Phase 14 – Submit Deliverable
Component 4 – Prepare Marketing Pitchbook & Identify Potential Hotel Developers
Phase 15 – Prepare Marketing Pitchbook
Phase 16 – Identify Potential Hotel Developers

Methodology

Component 1 – Market Study

The first step is to review the overall market area to ascertain whether there is sufficient room night demand to support the development of a new hotel of any type in the market area. This evaluation includes several distinct, but inter-related, factors as described in the following paragraphs.

Phase 1 – Contract Award and Kick-Off Conference Call

Upon notification of contract award, the key personnel from the REVPAR team would plan an initial conference call with the City to discuss the assignment. At this time, we would review and discuss the methodology and required information for the assignment; discuss any administrative or technical issues related to the work; discuss potential dates for the site visit; establish milestone dates of completion for the deliverable; and discuss any other issues that may be of importance to the successful completion of the assignment.

Phase 2 – Pre-Fieldwork Research

Prior to conducting the onsite fieldwork and interviews, we will review current and historical data concerning hotel supply and demand trends for the market area. Information that may be reviewed would

include: detailed list of hotel inventory in market area; historical STR data regarding operating performance of the regional lodging industry (if available); and any hotel trend-related data and/or relevant tourism studies or other studies of this nature which you may have already collected.

We will also gather and analyze relevant socioeconomic data regarding the market area as background for judging the future potential of the subject hotel. We would examine correlations between key economic factors and the demand for hotel rooms and utilize any available forecasts of these indicators in the evaluation of potential future demand. Data that may be analyzed includes the following: overall trends in the market area; population and employment trends; tourism and visitation trends to the area, including key attractions and universities; residential housing trends; sales tax trends, including lodging, retail, and food and beverage taxes; transportation trends (i.e., highway and airport traffic trends); and office and industrial space developed, occupied, and proposed.

Phase 3 – Site Visit and Primary Market Research

The most important phase of our study involves primary market research related to establishing the nature and level of demand for hotel rooms in the market area. This fieldwork consists of interviews with key demand generators; inspection, evaluation, and/or interviews with other hotels in the market; and discussions with individuals familiar with development patterns in the market area and the local hotel market. Our analysis is broken into several phases, as identified below.

A. Kick-Off Meeting and Tour of the City and Sites

To start our site visit, we will initially want to meet with City representatives in person, and follow up on discussions held in the kick-off conference call. During the meeting, we would like to also be given a tour of the city and the potential hotel sites.

B. Analysis of Sites and Site Matrix

It is our understanding that 13 potential redevelopment sites for the proposed hotel were identified in the Real Estate Market Analysis: Port Washington Road Corridor. During our visit, we will visit the 13 sites and short list five of them to evaluate as to their suitability for hotel development based on our evaluation of the following factors:

- Pedestrian access, either existing or planned for the site;
- Access from area roadways, airports, rail and bus stations, and principal sources of room night demand; general ease of accessibility;
- Visibility from principal access routes from within and outside the immediate area;
- Image and ambience, as it relates to the site's surroundings and adjacent land uses and views;
- Availability of utilities;
- Current utilization of the site and the vicinity;
- Relationship of the site to demand generators, in terms of convenience, versus that of the existing and prospective competition;
- Relationship of the site to retail centers, services, food and beverage facilities, recreation sites, area amenities, and other ancillary facilities (both existing and planned);
- Relationship to existing and prospective growth patterns in the area;
- Advantages/disadvantages of the site, versus those of its major competitors; and
- City investment by type and level of necessity.

Subsequent to evaluating each site, we will prepare a matrix comprised of the above factors that impact the success of a hotel at each location. Ranking each site against the other, we will establish which site possesses the most attributes relative to hotel development. Once we establish the best site, it will be used as the site location for our subsequent phases and components of analysis.

C. Review of Competitive Hotels

We will conduct interviews with representatives of potentially competitive hotels, local as well as regional (to the extent necessary and pertinent), to evaluate their relative success, sources of demand, absorption and stabilization periods, required facilities, amenities and services, price points, etc. Key data points that may be obtained include the following:

- Facility type and market orientation (star rating);
- Age, condition, and ambience;
- Historical performance;
- Performance factors affecting demand/utilization of the hotel;
- Facilities, amenities, services provided, and popularity;
- Market demand segments served — historical and likely future growth;
- Pricing issues, as related to market of users;
- Usage levels for all applicable facilities and services, where obtainable; and
- Advantages and disadvantages of the proposed hotel.

Please note that any performance data we receive (i.e., occupancy, average daily rate, etc.) is typically under a confidentiality agreement. We can therefore provide historical performance data for the competitive set as a whole, but not property-specific data.

D. Other Interviews

In addition, we may conduct interviews with the following:

- The local/regional hotel association(s), Chamber of Commerce, and other tourism-related entities;
- Representatives of area businesses, which require overnight accommodations for transient, group, and/or extended-stay guests;
- Representatives of other institutions (i.e., religious and fraternal groups in the area), which may require overnight accommodations and meeting space;
- Pertinent transportation representatives (i.e., airports, highway, rail, etc.);
- Representatives of area tourist and recreational attractions drawing outside visitors to the market area;
- Representatives of area educational institutions, which may require overnight accommodations;
- Local and regional government officials in economic development, planning, and/or tourism;
- Bankers, real estate brokers, and development organizations;
- Hotel franchise representatives and local hotel developers to determine if any projects are in the pipeline for the market area. Key data points that may be obtained for each proposed project include brand affiliation; number of rooms; facilities and amenities; developer; and projected opening date; and
- Others with knowledge about tourism trends within the competitive market area, as appropriate.

This research, together with the inspections/interviews of the local hotel market, will allow us to understand the threats to successful hotel development and operations today, and into the future. These threats can then be evaluated against that proposed and allow us to prepare informed judgments about the potential for the proposed hotel. The conclusion of the foregoing completes the data-gathering, or fieldwork, portion of our study. At this stage, we analyze the data collected to formulate conclusions and recommendations.

Phase 4 – Prepare Supply and Demand Estimates

Based on the foregoing research, we will prepare estimates of future growth in demand for, and supply of, hotel accommodations in the market area. Using information gathered during our primary research, we will estimate growth rates in demand by market segment and project demand for each of the next five to 10 years, expressed in terms of hotel room nights. Any latent, or presently unsatisfied, demand found in the market will be included in our estimates and discussed in the report.

The next step is a quantitative and qualitative assessment of the competitive supply in the local and regional market area. Again, using data from our fieldwork, we will define the competition to the subject hotel. Future additions to supply are estimated using information we gather in our market research, and a probability is assigned to each project of which we become aware. This allows us to prepare estimates of future supply and demand, and thus, expected market area occupancies for hotel rooms in the market. We will also present the ratio to total area supply which the proposed project is likely to represent in the local hotel market.

Phase 5 – Facility Recommendations

In this phase of our analysis, we would recommend the type and size of the lodging facilities to be built based on information provided by you, as well as developed during the course of our analysis. Recommendations would include:

- Appropriate product positioning in terms of service level (select-service, limited service);
- Facility type (transient, all-suite, extended-stay, or mix thereof);
- Brand affiliation(s);
- Number and mix of guest rooms;
- Size, type, and need for food and beverage facilities;
- Size, type, and need for conference/training, meeting, and function/banquet space; and
- Related services and amenities such as a fitness center, swimming pool, laundry, business center, parking, and more.

Any planned facilities and amenities provided by you will serve as a basis for our recommendations. From here, we will add or delete any facilities to respond to market need or financial feasibility based on the findings of our market analysis.

Phase 6 – Estimate Occupancy and Room Rate Projections

Upon completion of the estimates of future market area supply and demand, we will then estimate the share of the market that the subject hotel could reasonably be expected to capture during the projection period. The analysis of market share estimates is a qualitative assessment, based on an evaluation of the proposed hotel's attributes in relation to its existing and future competition, in terms of location; quality of amenities and services; room rates; service level; market orientation; and other similar factors. Generally, we use the concept of fair market share and adjust from that base. "Fair market share" is defined as the ratio of available rooms in the proposed hotel to the total supply in the market. This calculation yields an estimated annual occupancy for the subject hotel. Subsequently, we will prepare a similar analysis for determining the average daily room rate for the proposed property. An average daily room rate is estimated for a stabilized year of operation, in addition to the first five years of operation.

Phase 7 – Prepare Comprehensive Market Feasibility Study Report

At this point, we will prepare our full market feasibility report, to include all tables, maps, charts, and graphs that detail our findings, conclusions, and recommendations from the foregoing phases. The report will be presented in a form suitable for use in arranging private financing, seeking a hotel franchise, or negotiating a ground lease agreement. Though the exact format of the report evolves as the engagement progresses, the report will typically follow the following outline:

- Executive Summary;
- Market Overview;
- Analysis of Sites and Recommendations;
- Competitive Supply and Demand Analysis;
- Future Growth Trends in Supply and Demand;

- Recommended Facilities and Services for the Subject;
- Projections of Occupancy, Average Room Rate, and RevPAR for Subject Hotel.

Upon completion of the full document, we will submit it in draft for your review and comment. Once we have submitted the draft report to you, we will speak with you to discuss our findings. After making any necessary changes, we will submit the report in final form. This concludes Component 1 of the study.

Component 2 – Financial Analysis

Upon completion of Component 1 and based upon your authorization to proceed, we will prepare a financial analysis for the proposed project as outlined in the following phases.

Phase 8 – Prepare Financial Pro Formas

Once we have determined that sufficient demand exists to warrant further study, we will prepare statements of estimated operating results (pro formas) for the proposed hotel. As a basis for our estimates, we will prepare a comparable financial spreadsheet from review of operating statements of similar hotels from our in-house library. We will also review industry-wide financial operating statistics. On this basis, we will estimate sales and operating expenses for a “representative,” or stabilized, year of operation and for each of the first 12 full years of operation of the proposed project. A “representative” year is defined as one in which the hotel has reached its stabilized earnings potential, after becoming known and established in the marketplace and after start-up costs have been absorbed. The representative-year statement will be expressed in current-value U.S. dollars, and the estimates for the first 12 years of operation would be in inflated U.S. dollars. These statements will include all revenues and expenses, and result in a “bottom line” of income before rent, depreciation, interest, and taxes on income. The estimated operating results will be presented in a pro forma income statement in the format provided by the *Uniform System of Accounts for the Lodging Industry*.

Phase 9 – Economic Feasibility / Valuation Estimate

Based on the cash flows generated from the foregoing operating results, we will prepare a valuation analysis to establish the present value of the income stream generated by the hotel over the foreseeable future, which in turn provides a measurement of the proposed hotel’s value.

This information can then be used to determine the level of facility that can be built, as well as provide an indication of the construction cost ceiling. Moreover, the value establishes the level of debt service supportable by the indicated cash flows, which in turn establishes the level of equity needed to bring the project to fruition. ***Please note that the valuation analysis is privileged and confidential, and not for external distribution other than to you and the ownership group.*** Our letter will not constitute an appraisal, and should not be construed as such.

The professionals of REVPAR International have an active relationship with hotel buyers, sellers, and lenders in the market and are, therefore, knowledgeable and current about the terms under which loans and equity investments are made within the hospitality industry today. Our knowledge is brought to bear on this assignment.

Phase 10 – Submit Updated Report

Upon completing the foregoing analysis, we will update our Component 1 report to include the financial analysis and projected pro formas. We will then submit the updated report to you for review. This would conclude Component 2 of the assignment.

Component 3 – Estimate Construction Costs and Economic Impact

Based upon your authorization to proceed, we will prepare preliminary construction costs and undertake an economic impact analysis as summarized in the following phases.

Phase 11 - Prepare Preliminary Construction Cost Estimates

Based on the conceptual facility recommendations prepared in Component 1, we will prepare a preliminary development cost estimate (hard and soft) for the project. The estimates will be derived from our knowledge of the industry and comparable construction costs of similar projects. We will also contact various general contractors with knowledge of this market area as relates to developing similar projects in estimating these costs. All assumptions made in deriving these costs estimates will be defined and provided as part of this analysis. For instance, we can assume that if utilities are available to the site, the site is “pad ready” to build upon, and there are no unusual mitigation measures present. The cost estimates will be provided in a range appropriate for the subject facility (i.e. cost per square foot), when and where pertinent.

We will use market-based financing parameters to determine the development costs and valuation. Development costs for the project will be based on industry standards and represent “order of magnitude” estimates as opposed to project specific costs.

Phase 12 - Impact Analysis on Hotel Room Nights

We will evaluate the impact that the proposed hotel will have on existing hotels in the market area. In order to assess whether the development of the subject hotel would impact the other existing hotels in the market on a market wide basis, we will establish the level of new room night demand that is estimated to come to the market as a result of the development of the subject, in conjunction with the amount of demand estimated to be accommodated by the subject that is simply shifting over from another existing hotel in the defined competitive set or trade area. This analysis includes an evaluation of the following factors:

- Demand generator impact (based on source of business);
- Reservation contribution impact, if applicable;
- Other distribution channel impact;
- Walk-in impact;
- ADR impact; and
- Ability of existing hotels to replace impacted room nights.

The foregoing analysis will culminate in an estimate of the total room night demand anticipated to use the subject hotel that originates from the existing hotel market and new demand being generated by it over the initial three years of operation after opening.

Phase 13 - Economic Impact Analysis

We will determine the total economic impact that the proposed project will have on the local economy. An economic impact analysis evaluates the monetary benefits that accrue to an area from the direct and indirect economic impact of a development project such as the proposed project. We will estimate the real estate, rooms, and food and beverage taxes associated with this project, as well as provide estimates as to the indirect benefits that will result from the development of the subject facilities. This analysis will be designed to illustrate the revenue potential to the City.

A. Estimate Direct Impact

In this phase, we will calculate the direct impact of the subject facility, which is defined as the direct economic effects that are generated as a new business sells a product or service (in this case rooms, meeting space, food and beverage, etc.), pays state and local taxes on the sale of the product/service, as well as the monies paid on the tangible real and personal property used in the operation of the business, and wages paid to workers (construction and day-to-day operations) at the facility.

Based on the facility plan and project cost estimates we prepared, we will prepare estimates of real estate taxes for the proposed facility. In doing so, we would evaluate the historical trends in real estate tax rates in the town, county, and state. From here, we would estimate future real estate tax rates and apply them to the project cost estimate to determine the estimated real estate taxes associated with the proposed facility. Additionally, we would estimate the rooms, meeting room rental, F&B and ancillary sales taxes, if applicable, associated with the subject facility. Rooms and meeting room rental tax generated by the subject facility would be estimated by applying the current tax rate to the estimated revenues. We would estimate the F&B and ancillary sales tax generated by the subject facility by applying the current tax rate to the estimated ancillary revenues, if applicable.

B. Estimate Indirect Impact

In this phase, we will calculate the indirect impact, which is defined as the economic effects that result from the subject facility purchasing goods and services from other businesses in support of the operation, including patrons of the subject facilities purchasing goods and services from surrounding businesses. Specifically, we would estimate the following: dollars spent by customers of the subject facilities outside the subject facilities in others facilities and establishments and benefits for services (vendors) utilized by the subject facility. Additional incremental indirect economic benefits associated with the subject facility include the construction of it. We will focus on the multiplier effects of the direct or original expenditures as they flow throughout the community, in an effort to estimate indirect expenditures in the community.

C. Estimate Employment at the Proposed Hotel

Based on the recommended size and estimated operating performance of the proposed hotel, we would develop an employee roster indicating the number of positions below the management level that would be required to operate the facility in a competent and efficient manner. We would utilize data for similar facilities in developing our employee estimates, as well as develop an employee roster from a zero-based build-up model utilizing industry standards and the operational experience of the professionals assigned to this project. In developing salary and wage rates for each position, we would conduct an informal survey of comparable facilities in the area to establish current salary/wage rates in the local market, while industry standards and "in-house" data would supplement this analysis. The above research would be presented in a table indicating each position by department, the number of employees required for each position, and the skill level (i.e., low, medium, high) and salary/wage rate associated with each position.

Phase 14 – Submit Deliverable

At this point, we will summarize our findings regarding constructions costs and economic impact in a brief memorandum, inclusive of any supporting charts and tables. Once we have submitted the memo to you, we will speak with you to discuss our findings. This concludes Component 3 of the study.

Component 4 – Prepare Marketing Pitchbook & Identify Potential Hotel Developers

Phase 15 – Prepare Marketing Pitchbook

Upon completion of the foregoing and based upon your authorization to proceed, we can convert the Component 1 feasibility study report into a marketing pitchbook that you can use to alert, explain, and market the opportunity to prospective investors. The pitchbook would include the following:

- An overview of the proposed hotel including recommended brand and facility recommendations;
- An overview of subject site's access and visibility attributes;
- An overview of demand sources for the property locally, regionally, or beyond;
- Any site plans, architectural drawings, or land plans you may want to provide;
- Attributes of the local amenity base and the regional economy, including notable employers, major industries, and economic-demographic information;

- A set of local or regional competitive properties, along with a historical trend of their performance relative to the subject;
- Summary of the subject's future operating performance.

Essentially, the pitchbook will be a marketing document that will provide an overview of the project and highlight its strengths. It will contain current data about the opportunity and recommended facility scope and location, as well as an overview of the market and competitive/comparable facilities and any historical operating data to the extent possible. All of the foregoing will be compiled into a detailed, data rich, and visually appealing document, which will contain photographs of market area and its facilities and attractions, as well as the site, maps, tables, and charts.

Upon completion of the deliverable, we will submit it in draft for review and comment. Upon receipt of your questions/comments regarding the pitchbook, we will make any necessary changes to it and submit it in final form ready for distribution to the hotel development community.

Phase 16 – Identify Potential Hotel Developers

Concurrent with the above, we will develop a list of potential regional hotel developers with similar properties who have an appropriate track record of success that may be interested in the opportunity and should receive a copy of the pitchbook. Given our extensive client and industry network, we can identify and assess those developers and their ability to perform. From here, we will contact the developers individually to determine if the proposed project is suitable or desirable for them. If so, we will provide them with a copy of the pitchbook. This concludes Component 4.

ACCEPTANCE & RETAINER INVOICE

June 13, 2025

BILL TO		FROM	
Ms. Kim Tollefson Community Development Director City of Mequon, WI 11333 North Cedarburg Road Mequon, WI 53092 Email: ktollefson@cityofmequonwi.gov		REVPAR International 1020 N. Fairfax Street, Suite 320 Alexandria, VA 22314 Telephone: (703) 838-9707 Federal Tax ID Number: 52-1795367	
PROJECT INFORMATION		PROPOSAL NUMBER	
RFQ Comprehensive Hotel Market Feasibility Study		7369	
COMPONENTS	PROFESSIONAL FEES	RETAINER	
Component 1 – Market Study Name _____ Signature _____ Date _____	\$23,500.00	\$17,600.00	
Component 2 – Financial Analysis Name _____ Signature _____ Date _____	\$6,800.00	\$5,100.00	
Component 3 – Estimate Construction Costs and Economic Impact Name _____ Signature _____ Date _____	\$9,900.00	\$7,400.00	
Component 4 – Prepare Marketing Pitchbook & Identify Potential Hotel Developers Name _____ Signature _____ Date _____	\$7,900.00	\$5,900.00	
<h1 style="margin: 0;">RETAINER DUE</h1> <div style="border: 1px solid black; width: 100px; height: 30px; display: inline-block;"></div>			
(Please add retainer amounts)			

Attachment: REVPAR Proposal (Mequon WI Hotel Market Study RFP) (RESOLUTION 4228 : Hotel Development Feasibility RFP)

ADDENDA

GENERAL PROVISIONS

1. SCOPE OF WORK

REVPAR International shall perform the services defined in this proposal provided that this proposal is properly executed within sixty (60) days. Otherwise, the proposal shall be deemed null and void and no services will be provided in connection therewith.

2. PAYMENTS

A. Subsequent to receiving the "retainer," REVPAR International will invoice the Client upon completion of each component or on a monthly basis at rates shown in the "Professional Fees" section. Any estimates of professional fees or expenses as stated in the proposal shall not be construed as a fixed quote but only an estimate unless otherwise specifically stated in this proposal. REVPAR International will provide any additional services over and above the defined scope at our standard hourly rates unless other arrangements are agreed to in writing. The professional fees and hourly rates provided are valid for sixty (60) days from the date of this proposal unless otherwise stated in the proposal.

B. REVPAR International also requires reimbursement for out-of-pocket expenses incurred in performance of the assignment, such as travel, meals, and lodging. Such out-of-pocket expenses shall be billed to the Client at cost without mark-up or premium. In addition to the foregoing, all projects are charged a flat fee for economic-demographic data and IT costs.

C. Payments will be due and payable in full within thirty (30) days of the date of the invoice. If fees and expenses that have been invoiced to the Client are not paid in full within thirty (30) days of the due date, REVPAR International reserves the right to suspend all work until payment is made and apply a service charge of 1.5 percent per month or fraction thereof to the total unpaid sum. In addition, REVPAR International reserves the right to pursue all lawful remedies including work stoppage and retention of all documents. In the event a lien or suit is filed or arbitration is sought to collect overdue payments under the Agreement, the Client agrees that the prevailing party shall be entitled to collect for its legal fees, court costs, and all other expenses reasonably related to the claim in question. In the event the Client fails to pay an invoice in full, REVPAR International shall have the right to institute collection procedures. The Client shall be responsible for all costs of collection including litigation costs, reasonable attorney's fees, and court costs.

D. Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee is not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the consulting/appraisal report.

3. OWNERSHIP OF DOCUMENTS

A. This study may not be duplicated in whole or in part without the specific written consent of REVPAR International nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom the deliverable was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without the express written consent of REVPAR International, Inc. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the

property or to make a "sale" or "offer for sale" of any "security", as such terms are defined and used in the Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with the subject for which this deliverable was prepared. REVPAR International shall have no accountability or responsibility to any such third party.

B. All reports, data, calculations, and supporting records or materials acquired, compiled or prepared by REVPAR International as instruments of services shall remain the property of REVPAR International. Upon completion of the project, REVPAR International will deliver the stated deliverables per the proposal. Under no circumstances shall the Client be entitled to any proprietary computer models, which have been specifically designed by REVPAR International for the preparation of hospitality-related feasibility studies, valuations, and appraisals, among other analyses. These models will remain the property of REVPAR International, Inc.

C. The Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

CONDITIONS

A. Client is responsible for ensuring that all information REVPAR International may reasonably request or require is provided on a timely basis and is accurate and complete. Information provided by Client or others will be accepted without audit or verification and will be assumed to be accurate and correct. Client shall also notify REVPAR International if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

B. REVPAR International's services outlined in this engagement letter will be based upon research, knowledge of the industry, and other data and sources available to us.

C. Client understands and acknowledges that the inability to secure meetings with competitors and industry participants, due to factors outside REVPAR International's control such as current economic conditions, companies' current financial situation, companies' current strategic priorities, or timing considerations, should not be construed as REVPAR International's failure to perform the scope of work described in this engagement letter.

4. USE AND DISTRIBUTION OF DELIVERABLES

A. Our report and any associated materials submitted to the Client may not be used in any prospectus or printed material used in connection with the sale of securities or real estate, or participation interests to the public, or in any newspaper publicity or other public forum, without our express prior written consent. The scope of our study and reports thereon will not include the possible impact of zoning or environmental regulations, licensing requirements, or other restrictions concerning the proposed project except where such matters have been brought to our attention and are disclosed in the report.

B. Reuse of any material described above by the Client on extensions of this project or on any other project without REVPAR International's written authorization shall be at the Client's risk, and the Client agrees to indemnify, defend, and hold harmless REVPAR International from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

5. LIMITATION OF LIABILITY

- A. We shall have no obligation to update our findings regarding changes in market conditions that occur subsequent to the completion of our fieldwork, or changes in the input of assumptions or information provided by the Client after our review of such information is complete, unless subsequently engaged to do so.
- B. The findings may contain financial information, estimates or opinions that represent reasonable expectations of the professional staff at a particular point in time. However, such information, estimates or opinions will not be offered as predictions or as assurances that the particular level of income or profit will be achieved, or that events will occur as indicated. Actual results achieved during the period covered by the financial analyses will vary and the variations may be material.
- C. All statements of fact in the report which are used as the basis of the REVPAR International's analyses, opinions, and conclusions will be true and correct to the best of the REVPAR International's knowledge and belief. REVPAR International does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Subject Property furnished to REVPAR International by Client.
- D. Client acknowledges that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of REVPAR International, acting solely as employees and not as individuals. Any responsibility of REVPAR International is limited to the Client, and use of our product by third parties shall be solely at the risk of Client and/or third parties.
- E. Since the estimates contained in our report will be based on assumptions about circumstances and events that are inherently subject to uncertainty and variations, we cannot guarantee that the results will actually be achieved. We will exercise our best efforts, however, and will assign to the work professional personnel having the required competence. In any event, our liability to you for any damages arising out of our results or recommendations will not be greater than the amount paid to us for the professional services provided. You will indemnify and hold us harmless from, and at our option will defend us against, costs or liabilities of any nature whatsoever which result from claims against us by third parties in connection with our work on your behalf, except that this indemnification will not apply to the extent that a final judicial decision

results in a finding of gross negligence or willful misconduct against us.

- F. Any projections of future rents, expenses, net operating income, mortgage debt service, capital outlays, cash flows, inflation, capitalization rates, discount rates, or interest rates are intended solely for analytical purposes and are not to be construed as predictions of REVPAR International and/or the appraiser. They represent only the judgment of the authors as to the assumptions likely to be used by market participants and sellers active in the marketplace, and their accuracy is no way guaranteed.
- G. No shareholder, trustee, partner, member, beneficiary, director, officer, manager, security holder, employee, agent, representative or other person acting for or on behalf of REVPAR International or Owner shall have any personal liability for any obligations entered into for or on behalf of such party, and the assets of any such person shall not be subject to any claims or actions relating to any obligations of such party. This shall survive the termination of this project and proposal.
- H. In the event of any dispute between Client and REVPAR International relating to this Agreement, or REVPAR International's or Client's performance hereunder, REVPAR International and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the State of Virginia. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover from the losing party its expenses, including the costs of arbitration proceeding, and reasonable attorney's fees.

Client acknowledges that REVPAR International is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and REVPAR International. This assignment shall be deemed concluded and the services hereunder completed upon delivery to Client of the consulting/appraisal report discussed herein and REVPAR International's receipt of Client's full payment of all fees due under the Agreement.

These Terms and Conditions, between REVPAR International and the Client for whom the above referenced services are being performed, shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the State of Virginia. This agreement constitutes the entire Agreement between the parties and shall supersede any and all negotiations or prior oral and/or written agreements between the parties prior to the date hereof, and no modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by the parties.

Any change in this agreement shall be confirmed in writing.



REVPAR International

HOSPITALITY ADVISORY & ASSET MANAGEMENT

WASHINGTON, DC | MIAMI | DENVER

Customized Advice and Representation to Hotel Stakeholders

Development

Operations

Asset Management

Attachment: REVPAR Proposal (Mequon WI Hotel Market Study RFP) (RESOLUTION 4228 : Hotel Development Feasibility RFP)





We are a full-service advisory and asset management firm exclusively dedicated to the hospitality industry. The firm was established in 1992, giving it 30 years of successful service to the needs of the hospitality industry at large and its various stakeholders. Since inception, our consultants have undertaken over 4,500 projects throughout the United States, Caribbean, Europe, Middle East, and Asia. We have worked on virtually every U.S. hotel brand within the industry.

We serve the needs of the hospitality industry-at-large and its various stakeholders, by providing unparalleled sector experience; a broad industry network; global reach; and well-researched, detailed reports.

**We Bring 30+ Years of Building and Solidifying Relationships
With Industry Stakeholders - Including Owners, Brands, 3rd
Party Operators, Lenders, & Vendors**

Premier Hospitality Advisory & Asset Management

Global in Scope

North America

Central America

Caribbean

Asia

Europe

Middle East

Asset Types

We advise on all hospitality-related facilities with dedicated industry expertise.

Lodging Establishments

- All-Inclusive Resorts
- All-Suite Hotels
- Condo-Hotels
- Convention Hotels and Resorts
- Cottages
- Destination Resorts
- Extended-Stay
- Full-Service
- Inns
- Limited-Service
- Luxury Hotels
- Recreational Lodging
- Select-Service
- University-Related Hotels

Meeting Facilities

- Civic Centers
- Convention/Conference Centers
- Executive Conference Centers
- Meeting/Banquet Halls

Restaurants/ Food & Beverage

- Cafeterias
- City County and Community Clubs
- Concessions
- Contract Food Service
- Employee Food Service
- Full Menu Restaurants (Formal & Casual)
- Grab and Go
- Limited Menu Restaurants
- Lodging Food Service (Within Hotels and Free-Standing)
- Military Food Service
- Quick Service Restaurants
- Recreation Food Service
- Theme Restaurants

Other Recreational Facilities

- Bowling Alleys/Centers
- Campgrounds/RV Parks
- Child Development Centers
- Clubs
- Entertainment Complexes
- Field and Court Sports
- Fitness Centers
- Golf Courses and Clubhouses
- Marinas
- Tennis
- Recreation Centers
- School Age Centers
- Spas
- Swimming
- Youth/Teen Centers

Comprehensive &
Research Support
Results

Our Core Services and Clients

Our services are customized and tailored to your needs and situation.

For Proposed Facilities

- Appraisals and valuation studies
- Brand evaluation, selection, and negotiation
- Development services
- Due diligence
- Economic impact analysis
- Facilities planning and recommendations
- Feasibility studies (market and financial)
- Litigation support
- RFP process for brands, operators, architects, etc.
- ROI analysis
- Technical advisory services

For Existing Facilities

- Acquisition due diligence
- Appraisals and valuation studies
- Asset management
- Brand evaluation, selection, and negotiation
- CapEx and PIP requirement assessments
- Value enhancement strategies / Repositioning
- Feasibility studies (market and financial)
- Litigation support
- Management/ownership issues and deal structure
- Operational reviews
- RFP process to identify brands, operators, etc.

Our Clients

- Private Hotel Investors (Stateside & International)
- Hotel Operators (Branded & Independent)
- Hotel Developers
- Banks and Financial Institutions
- Country and City Clubs
- Universities and Colleges
- Fortune 500 Companies
- Public-Sector Government Agencies (City, County, State, and National)
- International Tourism Agencies
- U.S. Military/Department of Defense
- Law Firms
- Other Professional Groups

Asset Repositioning/Redevelopment/ Capital Project Modeling

- Identify best redevelopment strategies and product/brand positioning;
- Prepare and evaluate pro forma projections for multiple scenarios;
- Analyze all factors relating to deferred maintenance, brand PIPs, and market appropriate renovations/refurbishments;
- Prepare detailed property assessment reports for redevelopment plans and CapEx programming.

Internal Asset Valuations

- Prepare internal asset valuations to assess ROI;
- Prepare detailed pro forma operating results and valuation estimates for ownership;
- Monitor performance of hotel's market and competitive sets;
- Analyze market conditions and assess how it will impact the asset's revenues and profitability.

Ongoing Asset Review Services

- Comprehensive operational reviews;
- Ensure effective cost-containment practices;
- Evaluate the operator's ability to contain costs and maximize hotel profitability;
- Develop and implement new revenue opportunities;
- Prepare economic feasibility and ROI analyses for asset related projects;
- Participate in the development of annual asset strategic plans, capital improvement plans, and operating budgets; and
- Benchmark the operator's performance against comparable defined competitive hotel set and comparable assets, if applicable.

Asset Management Services



Custom Services

Tailored to

Your Needs

Our Value to You

- Trusted & Experienced Asset Managers
- Extensive Management, Market & Financial Knowledge
- Hands on Experience With All Chain Scales
- Current on Brand Standards
- Investor Profile Experience
- Wide Variety of Strategies and On-Going Tasks
- Ensure You Achieve the Highest Financial Returns
- Create Enduring Value

Preserving &
Enhancing
Owner Value



LUXURY
RESORTS



UPPER-
UPSCALE
HOTELS



UPSCALE
HOTELS



MIDSCALE
& ECONOMY
HOTELS

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REVPAR International

HOSPITALITY ADVISORY & ASSET MANAGEMENT



Richard E. Pastorino, ISHC

Founder & CEO

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President & COO

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MIAMI
(954) 376-4754

DENVER
(571) 334-0276

Richard Pastorino, ISHC

FOUNDER & CEO



AREAS OF EXPERTISE

- Advisory and asset management for hotels; economic, market, financial, and operational analyses of hospitality assets; due diligence; valuation/appraisal; acquisition strategy; and workouts for hospitality real estate worldwide.
- Over the past 30+ years, he has directed, managed, and/or led the asset management of over 50+ hotels valued at over \$1.75 billion — branded and independent — throughout the United States and the Caribbean on behalf of private equity and institutional owners.
- Acted as principal or owner's representative in the acquisition and/or development of new and existing hotel real estate, as well as hotel debt purchase. Areas of responsibility included: site selection; negotiation of purchase price; sourcing and securing debt financing; selection (via RFP process) and negotiation of operator and franchise agreements; architecture/design; general contractor; franchise; execution of permitting process; and project and construction management.
- During the same time period, Rick has led managed, and/or participated in the preparation of market feasibility studies, appraisals, and acquisition analyses on over 4,800 proposed and/or existing hospitality/tourism-related projects located throughout the United States, the Caribbean, Europe, the Middle East, and Latin America. The aggregate value of these projects represents well in excess of \$15 billion in investment activity.
- Acted as advisor to numerous clients on transactions involving the purchase or sale of hotel assets across the globe.
- Directed and managed numerous public-sector projects to determine the economic feasibility of developing recreational amenities (i.e., hotels, conference centers, golf courses, marinas, amphitheaters, and picnic areas) on government-owned land for direct use by authorized government market, or in the interest of enticing private-sector development through a joint-venture relationship, leasehold improvement, and/or concession arrangement.
- Provided expert witness services on a variety of aspects related to various issues of the hotel industry, including feasibility, valuation, CapEx, operations, etc.

PROFESSIONAL HISTORY

- Founder & CEO
REVPAR International, Inc.
- Managing Director,
American Express TBS Hospitality
Consulting Group,
Alexandria, VA
- Senior Manager, PKF Consulting,
Washington, DC/Alexandria, VA
- Assistant Manager,
Westin Hotels & Resorts —
The Bellevue Stratford Hotel,
Philadelphia, PA
- Food and Beverage Controller,
Boca Raton Hotel and Club
Boca Raton, FL

EDUCATION

- Masters of Business Administration
(Finance), Virginia Tech University
- B.S. Business Administration,
School of Hotel & Restaurant Mgmt
University of Denver

PROFESSIONAL MEMBERSHIPS

- International Society of
Hospitality Consultants
Former Chair
- Hotel Asset Managers Association
- University of Denver,
Daniels College of Business,
Advisory Board
- Hotel Association of
Washington, D.C.
- Urban Land Institute

Christopher Cylke, ISHC

PRESIDENT & COO



AREAS OF EXPERTISE

- Has 25+ years of extensive public- and private-sector experience in the hospitality, recreational, and tourism industries regarding new development and acquisition of all hotel types; market and financial analysis; valuation; strategic planning; operations analysis; impact analysis; litigation support; RFP process for operator/brand selection; management contract/franchise negotiations; and financial analysis, including market repositioning and other value enhancement strategies, financing, and asset management.
- Managed a broad range of hospitality-related investments, including hotels, conference centers, resorts (including all-inclusive resorts), casinos, golf courses, and marinas, and has directed and managed over 500 hospitality-related projects during his advisory career on individual hotel assets, as well as multiple hotel assets and portfolios. The aggregate value of these projects represents well in excess of \$3 billion in investment activity. Chris has been with REVPAR International for 24 years.
- Provided on-going asset management to luxury resorts, full- and select-service hotels throughout the United States and the Caribbean.
- Provided project management services to include preparing conceptual plans of proposed hotels to meet the standards of the potential hotel operators, including minimum room counts/size and the necessary services and facilities required as part of their prototypical design envelope; soliciting various hotel operators/brands through a formal RFP process in becoming development partners for the proposed projects; evaluating alternative deal structures for 3rd-party hotel operator/owner; identifying potential sources of equity; and analyzing potential lease structures.
- Provided related asset acquisition, financing, transition management, and on-going ownership responsibilities to due diligence services for numerous projects. Many of these assignments included evaluating the overall market, historically and prospectively, to verify what opportunities existed to improve the penetration of the asset from a market share and yield standpoint and the possibility of converting the asset into another brand or property type (i.e., condominium hotel); assisting the client in identifying and selecting a new management company for the asset, and assisting in negotiating the agreement and contracts via a formal RFP process. Provided expert witness services on a variety of aspects related to various issues of the hotel industry, including feasibility, valuation, CapEx, operations, etc.

PROFESSIONAL HISTORY

- President & COO
REVPAR International, Inc.
- Various Management Positions
Hyatt Hotels Corporation,
Washington DC Metropolitan Area
- Assistant Manager,
Club Seabourne, Culebra,
Puerto Rico

EDUCATION

- B.A., Government, Clark University

PROFESSIONAL MEMBERSHIPS

- International Society of
Hospitality Consultants,
Chair of the Board of Directors

Paul Landry

SENIOR VICE PRESIDENT



AREAS OF EXPERTISE

- Possesses extensive experience in operations (including regional operations and management experience for an upscale hotel chain's F&B operations), economic feasibility, asset management, development- and acquisition-related financial and market analysis, operational reviews, strategic planning, RFP process, and appraisals/valuations for all types of hospitality-related real estate for the public and private sector, including hotels, conference centers, resorts, and golf courses and clubhouses. Paul has been with REVPAR International for 20 years.
- Provided on-going asset management to full- and select-service properties throughout the United States.
- Provided asset acquisition, financing, transition management, and on-going ownership responsibilities related to due diligence services for numerous projects. Many of these assignments included evaluating the overall market, historically and prospectively, to verify what opportunities existed to improve the penetration of the asset from a market share and yield standpoint and the possibility of converting the asset into another brand or property type (i.e., condominium hotel); assisting the client in identifying and selecting a new management company for the asset; and assisting in negotiating the agreement and contracts via a formal RFP process.
- Evaluated numerous hotel and resort F&B and restaurant operations, sharing best practices from 25+ years of operational experience, and creating/implementing new tools to streamline and improve operating efficiencies. Paul has developed ground-up training programs, redesigned various hospitality systems to improve revenue generation and manage controllable costs, and assisted with the innovation/creation of new hotel products/concepts in major metropolitan markets. The cumulative value of the assets that Paul has evaluated during his tenure is in excess of \$1 billion.
- Prepared market and financial feasibility studies for various hospitality facilities.

PROFESSIONAL HISTORY

- Senior Vice President
REVPAR International, Inc.
- Director, The Shelter Group,
Washington, DC
- Area General Manager, The Kimpton
Hotel and Restaurant Group,
Washington, DC
- General Manager, ClubCorp, Inc.,
Jacksonville, FL

EDUCATION

- B.S., Business Administration with
Major in Hospitality Administration
Florida State University

Robert Vitale

SENIOR VICE PRESIDENT



AREAS OF EXPERTISE

- Prepared market demand and feasibility studies for all types of hotel products, touching nearly every single brand, throughout the United States and markets abroad. Projects included: determining the level of demand that currently and prospectively exists in the market and concluding if it is sufficient to support the development of the proposed project; determining franchise affiliation and other support services and amenities; estimating the future operating potential; estimating development costs; determining a fair lease structure and/or amount; and identifying appropriate hotel developers/operators. Robert has been with REVPAR International for 19 years.
- Provided project management services to include preparing conceptual plans of proposed hotels to meet the standards of the potential hotel operators, including minimum room counts/size and the necessary services and facilities required as part of their prototypical design envelope. Studies include a variety of commercial- and hospitality-related real estate, including limited- and full-service hotels, extended-stay properties, and resorts (with timeshare, condo-hotel, conference center, casino, golf course, and/or marina), as well as evaluation of potential conversion of existing buildings into lodging facilities.
- Asset management services have included providing operational review services, with best practice recommendations, which included monitoring on-site operations from the perspective of loan security and collateral protection. Also, assessing hotel operating performance, participating in regular sales and operational calls with management, and researching variances to enhance revenue or reduce expenses. Establishing performance benchmarks and measuring results, performing brand assessment and void analysis, and representing the client in dealings with hotel operators, franchisors, management companies, governmental agencies, media sources, community groups, and suppliers. Preparing, evaluating, and making recommendations relative to borrower's proposed repositioning of hotel asset or portfolio through rebranding, renovation, disposition, and/or expansion are all also some of the actions completed as an asset manager.
- Spearheaded RFP process for brands, operators, architects, and interior designers for hospitality-related projects. Process included evaluating responses, hosting follow-up interviews and presentations, selecting the top candidates, and assisting in negotiations.

PROFESSIONAL HISTORY

- Senior Vice President
REVPAR International, Inc.
- Various Management Positions
- Corporate Director of Operations,
Prestige Hospitality Group
- The Goodwin Hotel, Hartford, CT
- Radisson Hotel, Bristol, CT
- Holiday Inn, Waterbury, CT

EDUCATION

- B.S., Hospitality and
Tourism Management,
Connecticut State University

PROFESSIONAL MEMBERSHIPS

- Hotel Association of
Washington, DC



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: September 9, 2025
SUBJECT: RESOLUTION 4229 A Resolution Authorizing Replacement of a Conveyor Belt, Rollers, Bearings and Other Associated Parts for the Salt Dome Loading System from Kimco USA, Inc. of Marshall, Illinois, in the Amount of \$36,160

Background

The Department of Public Works (DPW) salt conveyor system is used to fill the salt dome as the City takes delivery of approximately 120 truckloads of road salt annually for snow & ice control on City streets. The system was installed in 2017 with the salt dome as part of the Combined Facility project.

Analysis

The typical lifespan of a conveyor belt is 3 to 10 years if properly maintained. As rollers and bearings of the conveyor system wear out, the conveyor belt will no longer be aligned. Adjustments are made to realign the belt, but as the belt and aforementioned parts continue to degrade, there is a point where no more adjustments can be made and replacement is the only option, as is the case with the City's Kimco USA salt conveyor. The conveyor system requires OEM parts from Kimco. A Kimco service representative visited DPW to evaluate the conveyor and to generate a quote for parts needing replacement along with the conveyor belt (attached).

Fiscal Impact

There are adequate funds for this work in the Highway Work Supplies - Snow & Ice Account 110359-680320.

Recommendation

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

Attachments:

Kimco Quote Q7729 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4229

A Resolution Authorizing Replacement of a Conveyor Belt, Rollers, Bearings and Other Associated Parts for the Salt Dome Loading System from Kimco USA, Inc. of Marshall, Illinois, in the Amount of \$36,160

RECITALS

A. The Department of Public Works (DPW) Highway Division utilizes a Kimco USA conveyor system to load road salt from delivery trucks into the salt dome.

B. The conveyor system was installed in 2017 and requires replacement of the conveyor belt, rollers, bearings, and other associated parts to operate as designed.

C. A service representative from Kimco USA inspected the conveyor system and supplied staff with a price quotation for all required OEM replacement parts including installation.

D. Adequate funds are available in the DPW Highway Work Supplies - Snow & Ice Account 110359-680320 for this work.

E. The Committee on Public Works, at its meeting on September 9, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that staff is authorized to contract services from Kimco USA, Inc., of Marshall, Illinois for the total price of \$36,160 for replacement and installation of the necessary conveyor belt, rollers, bearings, and other associated parts for the conveyor system, 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.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 9, 2025

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

Caroline Fochs, City Clerk



QUOTE

118 East Trefz Drive
 Marshall, IL 62441
 Phone: 217-826-8067
 Fax: 217-826-8848

DATE	QUOTE #
8/25/2025	Q7729

Name / Address
CITY OF MEQUON 10800 N INDUSTRIAL DRIVE MEQUON, WI 53092

Ship To

Date	Rep
9/13/2025	KAE

Item Number	Description	Qty	Each	Total
K155100	24" 200# PVC CRESCENT TOP BELTING (PER FOOT)	200	21.07	4,214.00
K155150	24" LABOR & SUPPLIES (4 PIECES #4 SPLICE & 24" SPLICE WIRE) TO CUT AND SPLICE BELT	1	179.21	179.21
K151310SSC	304 STAINLESS STEEL 8X26 DRUM ROLLER (2) XT HUBS & (1) 35" X 1-7/16" STAINLESS STEEL SHAFT (TAKE-UP)	1	2,387.15	2,387.15
K163820SS	STAINLESS STEEL 1-7/16 WIDE SLOT TAKE-UP BEARING	2	358.88	717.76
K151310SS	STAINLESS STEEL 8" DIA X 26" WING ROLLER (2) XT HUBS & (1) 33" X 1-7/16" STAINLESS STEEL SHAFT (HEAD/TAIL)	1	3,077.34206	3,077.34
K161330SS	STAINLESS STEEL 1-7/16" 4-BOLT FLANGE BEARING WITH LOCK COLLAR	2	333.80	667.60
K151312SS	6X26 STAINLESS STEEL WING ROLLER WITH XTH HUBS AND 1-7/16X33" STAINLESS SHAFT	1	2,682.72	2,682.72
K160320SS	STAINLESS STEEL 1-7/16" PILLOW BLOCK BEARING	2	333.17	666.34
K151198NS-SS	14" X 26" SS DRIVE ROLLER W 1-15/16" XT HUBS & BUSHING, W 3/8" HERRINGBONE LAGGING AND SHAFT FOR ELECTRIC POWERED CONVEYOR	1	3,066.92	3,066.92
K160830SS	STAINLESS STEEL 1-15/16" PILLOW BLOCK BEARING (DRIVE ROLLER BEARING)	2	643.01	1,286.02
MOBILIZATION2	MOBILIZATION	1	250.00	250.00
ON LOCATION ...	LABOR AT A CUSTOMERS LOCATION	32	125.00	4,000.00
SERVICE CALL	SERVICE CALL ROUND TRIP	636	2.50	1,590.00
QUOTE	MANLIFT RENTAL	1	1,500.00	1,500.00
			Total	26,285.06

Attachment: Kimco Quote Q7729 (RESOLUTION 4229 : Approval of Salt Conveyor System Repair for Filling Salt Dome)



QUOTE

118 East Trefz Drive
 Marshall, IL 62441
 Phone: 217-826-8067
 Fax: 217-826-8848

DATE	QUOTE #
8/25/2025	Q7729

Name / Address
CITY OF MEQUON 10800 N INDUSTRIAL DRIVE MEQUON, WI 53092

Ship To

Date	Rep
9/13/2025	KAE

*Possible need if frozen on
 not expected as we grease it*

Item Number	Description	Qty	Each	Total
	ADDITIONAL ITEMS ***THIS MAY INCREASE THE LABOR HOURS AS WELL***			
K470026	5 TO 1 FALK 5215 SHAFT MOUNT GEAR REDUCER, INCLUDES TAPERLOCK BUSHING AND TORQUE ARM	1	8,470.00532	8,470.01
K430004A	3500-14M-55 DRIVE BELT	1	511.49276	511.49
K430013	DODGE HTD PULLEY P60-14M-55E	1	706.40	706.40
K465007	E 1-7/8 BUSHING	1	185.28	185.28
Total				\$36,158.24

Attachment: Kimco Quote Q7729 (RESOLUTION 4229 : Approval of Salt Conveyor System Repair for Filling Salt Dome)



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

www.cityofmequonwi.gov

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: September 9, 2025
SUBJECT: RESOLUTION 4230 A Resolution Authorizing Submittal of a Petition for Disaster Damage Aid to the Wisconsin Department of Transportation, in Connection with a Culvert Failure on Highland Road

Background

The City of Mequon experienced the failure of a 48-inch culvert on Highland Road (approximately 500 feet west of Wauwatosa Road) during the historic rain event on August 9-10, 2025, in which the City received in excess of eight inches of rain across large portions of the City. The culvert failure occurred on August 10 when heavy waterway flows washed out around the existing culvert. The washout collapsed part of the road pavement and undermined the remainder of the other travel lane, rendering the road impassable to traffic.

Public Works crews quickly responded to the washout by closing the road and implementing a detour.

Analysis

Engineering and Public Works staff are currently working with the Wisconsin Department of Natural Resources (DNR) on permitting for replacement of the road. The waterway is part of the Pigeon Creek; therefore, any work or replacement requires approval and permitting through the DNR.

Additionally, staff is contacting multiple contractors about their availability to make the emergency repair as soon as all necessary permits are received.

WisDOT's Disaster Damage Aids (DDA) Program provides financial assistance to local governments to repair any highway that has had significant damage due to a disaster event. The program is governed by Wis. Stat. § 86.34. The majority of the damage that occurred on Highland Road is eligible for this program. 50 to 75 percent of the replacement costs may be reimbursable through this program.

Prior to WisDOT determining eligibility, the City must submit a DDA Petition to WisDOT within 60 days of the disaster event. The petition includes a description, map, and estimated repair cost.

After the petition is submitted, WisDOT staff will review the project and confirm that the submitted costs are eligible for reimbursement.

Fiscal Impact

Staff has not yet finalized the cost estimate portion of the petition; however, contractors are estimating that replacement costs will be less than \$60,000.

Recommendation

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

Attachments:

dt2067-draft (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4230

A Resolution Authorizing Submittal of a Petition for Disaster Damage Aid to the Wisconsin Department of Transportation, in Connection with a Culvert Failure on Highland Road

RECITALS

A. The City of Mequon experienced the failure of a large culvert on Highland Road (approximately 500 feet west of Wauwatosa Road) during the historic rain event on August 9-10, 2025, in which the City received in excess of eight inches across large portions of the City.

B. The Wisconsin Department of Transportation (WisDOT), through its Disaster Damage Aids Program, provides financial assistance to local governments to repair any highway that has had significant damage due to a disaster event. The program is governed by Wis. Stat. § 86.34.

C. To apply for Disaster Damage Aids, the governing body of the municipality maintaining jurisdiction over maintenance of the affected road(s), must adopt and certify a petition for aid which includes information specified by WisDOT. The petition must be forwarded to WisDOT within 60 days of the date of the disaster event.

D. WisDOT will evaluate the request after petition submittal.

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

1. The Disaster Damage Aids Petition in the form as attached is adopted subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor is authorized and directed to certify the same.

3. City staff are authorized and directed to file the certified copy of the Disaster Damage Aids Petition with the Wisconsin Department of Transportation.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 9, 2025

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

Caroline Fochs, City Clerk

DISASTER DAMAGE AIDS PETITION

Wisconsin Department of Transportation
DT2067 10/2013

Office Use Only
Claim No. _____

The Local Government must submit this petition within **60 days** of the disaster event to the appropriate Wisconsin Department of Transportation (WisDOT) Regional Office.

Section 1

CHOOSE GOVERNING BODY

The Town City Village of, Mequon **Or** The Highway Committee/Commissioner of, _____ County,

petitions the Wisconsin Department of Transportation for aid, pursuant to [s.86.34 Wisconsin Statutes](#), for damage to public highways under its jurisdiction resulting from a disaster which occurred on 8/10/2025 (date – m/d/yyyy).

The location, nature, and extent of the damage to such highway(s) as a result of the disaster event is described below and indicated on the attached map.

Section 2

Site No.	Location (i.e. Road Name, Section Range)	Nature and Extent of Damage	Estimated Repair Cost
1	Highland Road, Section 16, Range 21E	Culvert damaged, roadway washed out and undermined, road closed and impassable. New culvert needed.	\$ 60,000
			\$
			\$
			\$
			\$
Preliminary estimate of the total cost of the damage is			\$

Section 3

I certify that the foregoing is a true and correct copy of a petition adopted by the municipality/county identified above at its meeting held on 9/12/2025 (date – m/d/yyyy).

Andrew Nerbun, Mayor **X** _____
(Authorized Representative – Please Print) (Signature) (Date)

Mailing Address, City, State and ZIP Code
11333 N Cedarburg Road, Mequon, WI 53092

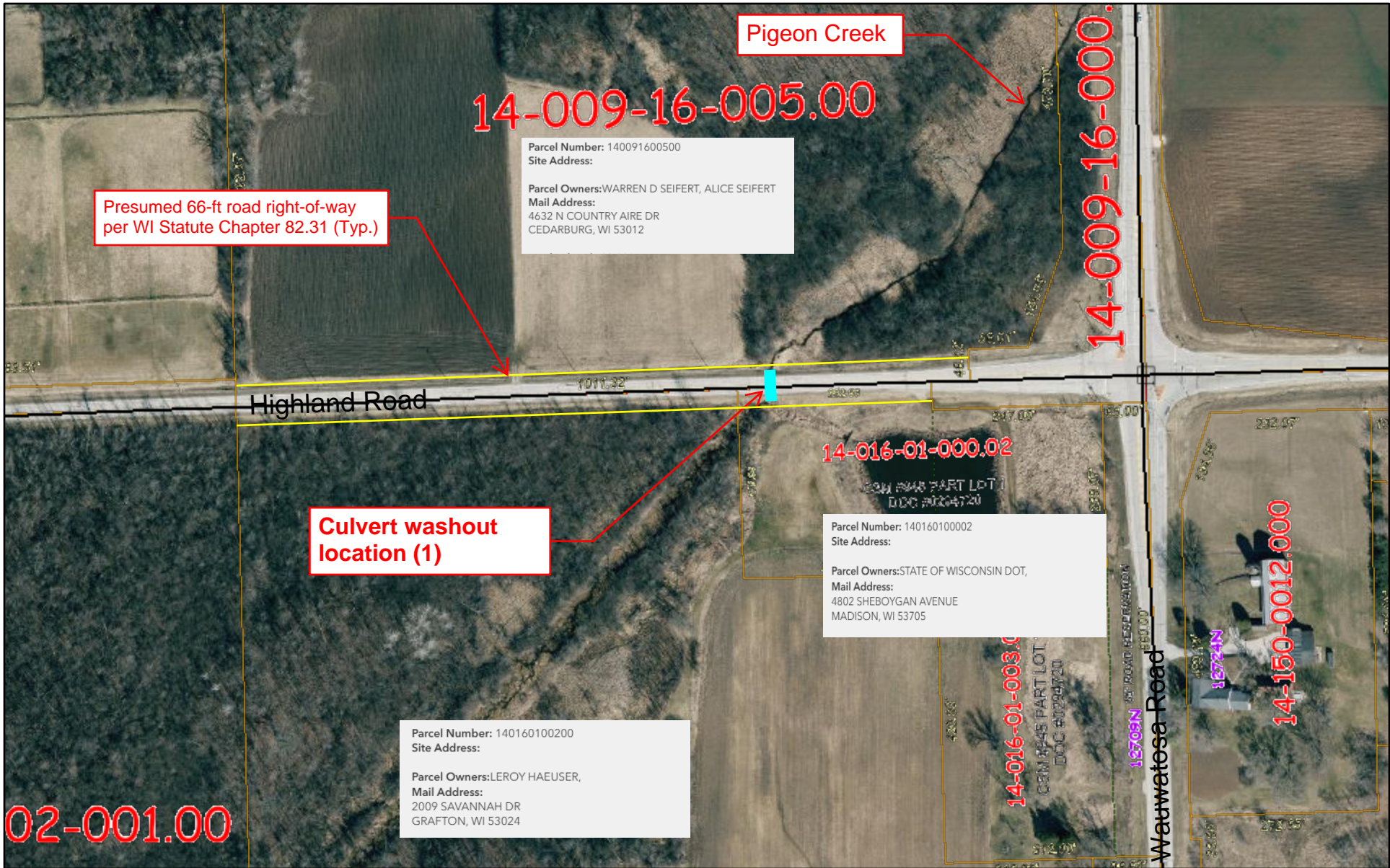
(Area Code) Telephone Number
262-236-2957

Email Address (If available)
cmcraw@cityofmequonwi.us

Please Attach a Map Showing Site Location(s) AND Submit At Least One (1) Photo of Damage Per Site

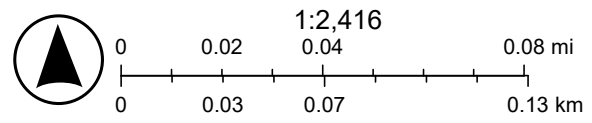
Attachment: dt2067-draft (RESOLUTION 4230 : Disaster Damage Aids Petition for Highland Road Culvert Washout)

Parcel Owner Map



8/26/2025, 10:15:46 AM

- PLSS Corners
- Section Corner
- Local Roads
- Local
- Historical Parcel Lines
- Parcels
- Road Right-of-Way
- Tax Parcel
- PLSS Townships
- PLSS Sections
- PLSS Quarter Sections
- Control Survey Diagram



Attachment: dt2067-draft (RESOLUTION 4230 : Disaster Damage Aids Petition for Highland Road Culvert





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

www.cityofmequonwi.gov

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: September 9, 2025
SUBJECT: RESOLUTION 4231 A Resolution Approving a Memorandum of Understanding Between the City of Mequon and Ozaukee County for the Construction of Road Modifications and Streetscape Elements on North Port Washington Road between Mequon Road and County Line Road

Background

The streetscape plan for North Port Washington Road as part of public improvements within TID No. 4 and TID No. 5 from Zedler Lane to Mequon Road was approved by the Common Council on May 14, 2024. The project includes new street and pedestrian light fixtures, median modifications, street trees and landscaping enhancements within the medians, as well as intersection improvements. A Resolution Authorizing a Contract Amendment for the Development of Streetscape Construction Plans with Harwood Engineering Consultants, Ltd., was approved on August 14, 2024, with the intent to bid the project in Fall of 2024 for construction in Spring 2025. This process was postponed due to a delay by Ozaukee County in approving the project. Port Washington Road is under the jurisdiction of the County, even though the road is located within the City.

The County's delay was the result of concerns by the County Corporation Counsel about liability to the County for damages resulting from the streetscape elements. These concerns were addressed by a Memorandum of Understanding (MOU) which is the subject of this Resolution. The County approved the MOU at its August 21, 2025, Public Works Committee meeting.

Analysis

County Corporation Counsel's concerns about liability stem from a slight gap in the overall statutory structure related to highway responsibility and the intergovernmental cooperation provisions. To address these concerns, the County desires to be the party which contracts for the work to be completed, with the City reimbursing the County for such costs. Under the MOU, the City will prepare the bid documents for the County, which will then complete the actual bidding process. The MOU also identifies the responsibilities for the various parties with respect to future work done on Port Washington Road that impacts the proposed streetscape elements.

If approved, staff intends to work with the County to go through the bidding process this fall, in advance of construction during 2026. Under the MOU, the Council will still approve the project bids prior to the County awarding any contract.

Fiscal Impact

While not specifically a part of this Resolution, the overall cost of the streetscaping project is

proposed to be split between TID No. 4 and No. 5. Currently, the TIDs combined have approximately \$2,000,000 in cash reserves as of the 2024 Annual Report.

Recommendation

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

Attachments:

MOU Ozaukee County-Mequon Port Washington Road Streetscaping (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4231

A Resolution Approving a Memorandum of Understanding Between the City of Mequon and Ozaukee County for the Construction of Road Modifications and Streetscape Elements on North Port Washington Road between Mequon Road and County Line Road

RECITALS

A. The streetscape plan for North Port Washington Road as part of public improvements within TID No. 4 and TID No. 5 from Zedler Lane to Mequon Road was approved by the Common Council May 14, 2024.

B. The project includes new street and pedestrian light fixtures, median modifications, street trees and landscaping enhancements within the medians and intersection improvements.

C. By statute, the County is responsible for the maintenance of the road infrastructure, drainage facilities and medians within the Port Washington Road right-of-way.

D. The streetscape elements approved by the Council are of a higher design than the County would ordinarily construct on its highway segments.

E. The County is willing to construct and maintain the streetscape elements pursuant to the provisions of the attached Memorandum of Understanding.

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

1. The Memorandum of Understanding between the City of Mequon and Ozaukee County for Streetscaping on Port Washington Road in the form as attached is approved subject to any clerical, technical, and/or legal modifications deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: September 9, 2025

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

Caroline Fochs, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MEQUON AND
OZAUKEE COUNTY FOR STREETSCAPING ON PORT WASHINGTON ROAD**

This Agreement is made and entered into this ____ day of _____, 2025, by and between the City of Mequon, a municipal corporation (the “City”) and Ozaukee County, a municipal corporation (the “County”); individually the “Party” and together the “Parties”.

RECITALS

WHEREAS, the County is responsible for maintenance of the road infrastructure, drainage facilities and medians within Port Washington Road; and

WHEREAS, both Parties have a vested interest in the infrastructure investment and proper maintenance thereof; and

WHEREAS, the City desires a higher level of design and service on the medians than is provided by the County; and

WHEREAS, the City wishes to provide a donation to the County to enable the County to provide [City's](#) desired design and services on the medians within Port Washington Road (CTH W) from Zedler Lane to Mequon Road (STH 167/57); and

WHEREAS, the City has prepared, and the County has approved, plans for the streetscaping of Port Washington Road, as attached hereto as Exhibit A (the “Streetscape Elements”); and

THEREFORE, in consideration of the Recitals, the mutual agreements, benefits and responsibilities outlined herein, and other good and valuable consideration, receipt or sufficiency of which is hereby acknowledged, the Parties agree:

1. **INCORPORATION OF RECITALS.** The above Recitals are hereby confirmed by the Parties and incorporated in their entirety.
2. **ENTIRE AGREEMENT.** This document, together with any and all instruments or exhibits, attached or referenced (collectively the “Agreement”) sets forth the complete understandings of the Parties relating to these matters and supersedes any and all prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement.

3. CITY'S RESPONSIBILITIES.

A. The City shall reimburse the County for the amounts the County pays on contracts for installation and maintenance of the Streetscape Elements. To the extent possible, the City and the County will coordinate to provide direct payment from the City to contractors. Where direct payment cannot be made, the City shall reimburse the County within 30 days of receipt of an invoice from the County.

B. Except for work by the County to repair or restore Streetscape Elements as a result of the repair or maintenance of the highway, the City shall handle preparation of contract and bid documents in a manner compliant with all bidding laws applicable to the City and the County.

C. Except for work by the County to repair or restore Streetscape Elements as a result of the repair or maintenance of the highway, the City shall be the on-site contact and provide project inspection and coordination.

D. Except for work by the County to repair or restore Streetscape Elements as a result of the repair or maintenance of the highway, the City shall ensure that contractors are conducting construction and maintenance in compliance with Exhibits A and B of this Agreement.

E. The City will be also be responsible for the cost of repairing and restoring the Streetscape Elements should the County be required to disturb them for maintenance and repair of the highway.

4. COUNTY'S RESPONSIBILITIES:

A. The County shall be the contracting entity with respect to the installation and maintenance of the Streetscape Elements, subject to the provisions of paragraph 3.B. The County shall handle the bidding for the project (utilizing City-prepared bid documents) in a manner compliant with all bidding laws applicable to the City and the County. County shall obtain the City's approval of all bidders selected by the County prior to awarding contracts to the bidders, and shall obtain City approval of the contract amounts prior to awarding the contract. The City and/or County may reject any bidder it finds to be unsuitable, in a manner compliant with applicable bidding statutes, and shall have the authority to review and reject any and all contract documents and/or insurance certificates for any proposed contract. City and County may agree to amend the bidding process called for herein without a formal amendment to this Agreement provided that such revised

process is approved in writing by the parties' respective public works and legal representatives.

B. The County may inspect the construction and maintenance of the Streetscape Elements from time to time. If the County determines that any of the work conducted on the medians is not consistent with the plans and/or maintenance responsibilities in Exhibits A and B of this Agreement, the County will send the City a notice of the deficiency. The City shall correct any deficiency within a reasonable period of time after receiving notice.

C. The County may make temporary repairs to, and conduct maintenance on, the Streetscape Elements if the County, in its own judgment, determines the repairs or maintenance are necessary for the public's safety. Except in the event of an emergency, the County shall provide written notice to the City of any required repairs or maintenance, and provide the City a reasonable opportunity to complete the repairs or maintenance in the same manner as called for within this Agreement. The City shall reimburse the County for any cost incurred by the County for such repairs and maintenance. In the event that repair or replacement is required as a result of a larger project to replace or reconstruct the highway, the City and County will address the costs of such work as part of a separate agreement at the time such project is contemplated.

5. INDEMNIFICATION. The City shall indemnify and hold the County harmless against any and all liabilities and damages related to the provisions in this Agreement and against all claims, suits and actions arising therefrom and against all costs of defending the same, including actual attorney's fees, which liabilities shall arise from the acts or omissions of its officers, employees, servants and agents. To the fullest extent permitted by law, the City's total liability to the County and anyone claiming by, through, or under the County for any injuries, losses, damages and expenses caused in part by the negligence of the City and in part by the negligence of the County or any other negligent entity or individual, shall not exceed the percentage share that the City's negligence bears to the total negligence of both Parties and all other negligent entities and individuals. Further, nothing contained within this Agreement is intended to be a waiver or estoppel of the Parties, or their insurer, to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

6. AMENDMENT. This Agreement may only be amended by written amendment signed by the parties. No oral statements, representations or course of conduct inconsistent with

the provisions of this Agreement shall be effective or binding on either Party, regardless of any reliance thereon by the other.

7. TERMINATION. This Agreement can be terminated by either Party for any reason whatsoever with a minimum of 60 days notice. In the event of termination, the County may provide notice to the City to remove any unwanted Streetscape Elements. Removal shall occur at the City’s expense. To the extent of any removal, the City shall also restore the medians to the condition they were in prior to installation of the Streetscape Elements. Removal shall be completed within 90 days after notice to remove is given, unless additional time is reasonably required by the City.

8. SEVERABILITY. If a provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be illegal or invalid. If the City’s donation is found to be in conflict with law or otherwise invalid, this Agreement shall be terminated forthwith.

9. OPEN RECORDS. The parties agree to assist each other in retaining and producing records relating to the subject matter of this Agreement that are subject to Wisconsin’s Public Records Law, Wis. Stat. § 19.21, et seq.

10. EXECUTION. This Agreement may be executed in counterparts, which together shall constitute a single contract. The parties agree that fully electronic signatures and records are acceptable under Chapter 137 of the Wisconsin Statutes, and the parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer-generated image of a signature shall be treated and have the same effect as an original signature, and shall have the same effect as an original signed copy of this Agreement and any amendments thereto.

[SIGNATURE PAGES FOLLOW]

CITY OF MEQUON

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

Attachment: MOU Ozaukee County-Mequon Port Washington Road Streetscaping (RESOLUTION 4231 : Oz Co IGA PW Streetscape)

COUNTY OF OZAUKEE

Lee Schlenvogt, County Board Chairman

Julianne B. Winkelhorst, County Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named Lee Schlenvogt, County Board Chairman and Julianne B. Winkelhorst, Clerk of Ozaukee County, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Approved as to Form:

Rhonda Gorden
Ozaukee County Corporation Counsel

Attachment: MOU Ozaukee County-Mequon Port Washington Road Streetscaping (RESOLUTION 4231 : Oz Co IGA PW Streetscape)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-3500
 Fax: 262-242-7650

www.cityofmequonwi.gov

Office of Police

TO: Common Council
FROM: Mark Riley, Police Chief
DATE: August 28, 2025
SUBJECT: RESOLUTION 4232 A Resolution Authorizing the Purchase of Police Squad Car Rifles from American Defense Manufacturing of New Berlin, Wisconsin, as well as Associated Equipment from Brownells of Grinnell, Iowa and Primary Arms, LLC of Houston, Texas for a Total Not-to-Exceed Cost of \$45,413

Background

The Mequon Police Department maintains a planned replacement schedule for its squad rifles, rifle optics, and associated rifle equipment to ensure reliability, safety, and operational readiness. These items are scheduled for replacement after approximately 10 years of service. This timeline reflects the extended service life of the equipment while recognizing the wear and tear that occurs through routine use, environmental exposure, and training demands. Regular replacement is essential to maintain accuracy, safety standards, and compatibility with modern accessories and technology. Replacing both the rifles, optics, and associated equipment together ensures the equipment functions as a reliable system in the field.

Analysis

Each Mequon patrol-based vehicle is assigned a patrol rifle, which includes eight (8) marked patrol squads, two (2) marked patrol supervisor squads, and one (1) unmarked traffic patrol squad. In addition, each Mequon officer assigned to the Ozaukee County Special Response Team (SRT, multi-jurisdictional group) is issued their own patrol rifle. SRT members respond directly to the Ozaukee County Sheriff's Office when a SRT call occurs, as time is often of the essence in these situations. Due to the direct response need, four (4) additional patrol rifles must be acquired for SRT members. The total number of patrol-base rifles is fifteen (15). It is anticipated that the new rifle platforms will have a working life of approximately 15 years, with barrel changes as necessary based on round count.

Due to the ever-changing situations and demands in policing, including the potential for violent crimes, patrol rifles have been a staple in modern policing for well over a decade. As events have occurred, the Mequon Police Department has learned from the experiences of its officers and other policing agencies to evolve and be as prepared as possible. Working 24/7 and in a variety of environments, violent events have occurred in low light, buildings, close quarters, open fields, all weather conditions, and at longer distances. These extreme variations necessitate that officers have a patrol rifle platform and related equipment that is flexible and capable of meeting ever increasing demands.

Mequon firearms and tactical instructors researched different patrol rifle platforms and

equipment, including hands on testing and live fire, to determine what options would best meet current and future needs. The conclusion was that a long-tested standardized military specification-based rifle platform would provide the best longevity and ease of maintenance, as these platforms have been tested heavily in design and practical application. This approach would also be very beneficial from a training perspective, as Mequon Police Department already utilizes the same standardized military specification-based rifle platforms. Additionally, a rifle mounted optic system (reticle and magnifier, and associated mounting hardware), gas flow modifier, and flashlight were also critical components for effective use in a variety of environments and situations.

Staff requested rifle platform and accessory bids from three rifle platform suppliers, including American Defense Manufacturing (selling their own rifle the ADM4-Mod 1 SBR with G2S), Bravo Company Manufacturing (selling their own rifle the CQB11 MCMR10), and Acme Sports Incorporated (selling Sig Sauer rifles, the M400 PRO), as summarized in the following table:

Firm	Amount
American Defense Manufacturing	\$18,675
Bravo Company Manufacturing	\$20,325
Acme Sports Incorporated	\$14,535

American Defense Manufacturing (ADM), based in New Berlin, was selected because of their exceptional service commitment. ADM agreed to provide annual on-site inspections and repairs at no cost for the life of the rifles, ensuring high-quality care, minimal downtime, and long service life. Their rifles also come fully assembled and ready for deployment.

While Acme Sports of Indiana offered the lowest bid with Sig Sauer rifles, some concerns exist. Sig Sauer is facing multiple lawsuits - including in Wisconsin - alleging unintentional discharges, some of which have been caught on video. Their representative at the Department's demonstration denied product defects and blamed users while also noting that no service or repair support is offered. As such, any issues would require shipping rifles out of state, leaving officers without access for extended periods.

Fiscal Impact

The purchase price of fifteen (15) sets of the rifle platform, optic system (including reticle, magnifier, and mounting hardware), gas flow modifier, and flashlight is \$45,413. Funding for this purchase will come from the Mequon Police Department's Seized Assets Account in the amount of \$25,413 and \$20,000 from the Police Weapons Account. The current patrol rifles will be repurchased by an authorized dealer, for approximately \$350 each, reducing the overall cost of the new equipment by approximately \$5,000.

Recommendation

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

Attachments:

Rifle Purchase Quote (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4232

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

RECITALS

A. The Mequon Police Department maintains a replacement schedule for patrol rifles and associated equipment to ensure reliability, safety, and operational readiness, with a planned 10-year replacement cycle for police squad rifles.

B. The Department's current rifles have reached the end of their service life, and staff has obtained bids for replacement equipment.

C. Staff recommends the purchase of fifteen (15) ADM4-Mod 1 SBR with G2S rifles from American Defense Manufacturing, along with related equipment, at a total cost of \$45,412.66, with funding from the Police Department's Seized Assets Account and Police Weapons Account.

D. Staff recommends the purchase of the rifles from funds set aside each year for this purpose.

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

1. Staff is hereby authorized and directed to enter into a purchase agreement with American Defense Manufacturing of New Berlin, Wisconsin for rifles, as well as Brownells of Grinnell, Iowa and Primary Arms, LLC of Houston, Texas for accessories in a total amount not-to-exceed \$45,413, subject to any clerical, technical, and/or legal modifications deemed necessary and appropriate by the City Attorney.

2. Funding for the purchases of the rifles will be drawn from the Police Weapons Account and Police Seized Assets Account.

Approved by: Andrew Nerbun, Mayor

Date Approved: September 9, 2025

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

Caroline Fochs, City Clerk

AMERICAN DEFENSE MFG

Quotation

WHEN SECONDS COUNT, BE INTENTIONALLY SUPERIOR

2525 South 162nd Street
 New Berlin, WI 53151
 (262) 780-9831

DATE 6/30/2025
 Quotation # 25-008
 Customer ID Mequon PD

Quotation For:
 Brett Vahsholtz
 Mequon Police Department
 11300 N Buntrock Ave
 Mequon, WI 53092
 Phone (262) 242-3500
bvahsholtz@cityofmequonwi.gov

Quotation valid until: 12/31/2025
 Prepared by: Thomas Stewart

Comments or Special Instructions: Mod 1 rifle with upgrade to Geissele G2S (2 stage) trigger. 90 Degree safety

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
T. Stewart	TBD	TBD	UPS/FEDEX	WI	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	MSRP	AMOUNT
15	ADM4 11.5" Mod 1 SBR (G2S trigger)	\$1,245.00	\$1,575.00	\$18,675.00
15	HUXWRX 556K Flow	\$900.00	\$1,306.00	\$13,500.00
15	Trade in Colt AR-15 A3 16" rifles	-\$350.00		-\$5,250.00
				\$0.00
	Local free rep delivery			\$0.00
				\$0.00

SUBTOTAL	\$ 26,925.00
TAX RATE	
SALES TAX	-
EST SHIPPING	-
TOTAL	\$ 26,925.00

If you have any questions concerning this quotation, Thomas Stewart, 262-780-9831, t.stewart@admmfg.com

THANK YOU FOR YOUR BUSINESS!

32,175.00

Attachment: Rifle Purchase Quote (RESOLUTION 4232 : Resolution Authorizing the Purchase of Rifles for Police Squad Cars)



3006 Brownells Parkway
Grinnell IA 50112
United States

QUOTATION

Customer: 2500090233

BILL TO
CITY OF MEQUON POLICE DEPARTMENT 11300 N BUNTROCK AVE MEQUON WI 53092

SHIP TO
CITY OF MEQUON POLICE DEPARTMENT 11300 N BUNTROCK AVE MEQUON WI 53092

Quote Details
Quotation no: 9000007472
Quote Date: 2025-07-09
Valid until Date: 2025-08-08
PO #:

Item #	Name	Qty	Sales Price	Discount Price	Amount
430112573	CROSSFIRE 2 MOA GREEN DOT W/LOWER 1/3 CO-WITNESS MOUNT BLACK	15	120.74		1,811.10

Net Order Value	\$1811.10
	\$
Shipping Fee	\$22.99
Order Total	\$1,834.09
Total	\$1,834.09

Attachment: Rifle Purchase Quote (RESOLUTION 4232 : Resolution Authorizing the Purchase of Rifles for Police Squad Cars)

Quotes hold prices at the listed quantity only.
Phone: 800-741-0015

Website: www.brownells.com

Page 1 of 1



3006 Brownells Parkway
Grinnell IA 50112
United States

QUOTATION

Customer: 2500090233

BILL TO
CITY OF MEQUON POLICE DEPARTMENT 11300 N BUNTROCK AVE MEQUON WI 53092

SHIP TO
CITY OF MEQUON POLICE DEPARTMENT 11300 N BUNTROCK AVE MEQUON WI 53092

Quote Details
Quotation no: 9000007557
Quote Date: 2025-07-22
Valid until Date: 2025-08-21
PO #:

Item #	Name	Qty	Sales Price	Discount Price	Amount
100036406	MICRO 3X MAGNIFIER W/FLIP MOUNT BLACK	15	234.59		3,518.85

Net Order Value	\$3518.85
	\$
Shipping Fee	\$22.99
Order Total	\$3,541.84
Total	\$3,541.84

Attachment: Rifle Purchase Quote (RESOLUTION 4232 : Resolution Authorizing the Purchase of Rifles for Police Squad Cars)



Estimate #ES-16944 7/7/2025

Primary Arms, LLC 3219 S Sam Houston Pkwy E, Ste 100, Houston, TX, 77047 United States

Estimate Expiration Date: 8/6/2025

Bill To Mequon Police Department 11300 N. Buntrock Ave Mequon WI 53092 United States

Ship To Mequon Police Department 11300 N. Buntrock Ave Mequon WI 53092 United States

TOTAL \$8,175.73

Memo

Sales Rep 935 Houston Rutherford

Shipping Method FedEx Ground (Gov Sale Order)

Table with columns: Item, Quantity, Rate, Amount. Rows include FST-MICB, FST-OMB, CF-GD2, Subtotal, Discount, Shipping Cost, Total Tax, and Total.

Estimate Disclaimer

This estimate may exclude any applicable taxes. The final invoice may include sales tax, VAT, or other applicable taxes based on the shipping destination and tax regulations. If tax exemption status applies to this order, provide a valid exemption documentation before placing the order. Failure to verify tax exemption before the order is finalized will result in the order being processed with all applicable taxes included, and adjustments may not be possible after the fact. This estimate is for informational purposes only and does not constitute a binding invoice. Pricing and availability are subject to change.

5825.89



ES-16944

Attachment: Rifle Purchase Quote (RESOLUTION 4232 : Resolution Authorizing the Purchase of Rifles for Police Squad Cars)



Estimate

#ES-17186

7/28/2025

Primary Arms, LLC
3219 S Sam Houston Pkwy E, Ste 100,
Houston, TX, 77047
United States

Estimate Expiration Date: 8/27/2025

Bill To

Mequon Police Department
11300 N. Buntrock Ave
Mequon WI 53092
United States

Ship To

Mequon Police Department
11300 N. Buntrock Ave
Mequon WI 53092
United States

TOTAL

\$2,147.80

Memo

Sales Rep

935 Houston
Rutherford

Shipping Method

FedEx Ground (Gov
Sale Order)

Item

Quantity

Rate

Amount

88066

15

\$134.99

\$2,024.85

Streamlight ProTac Rail Mount HL-X 1000 Lumen Weapon Light
with Tapeswitch

Subtotal

\$2,024.85

Discount

Shipping Cost

\$10.99

Total Tax (%)

-\$111.96

Total

\$2,147.80

2035.84

Estimate Disclaimer

This estimate may exclude any applicable taxes. The final invoice may include sales tax, VAT, or other applicable taxes based on the shipping destination and tax regulations. If tax exemption status applies to this order, provide a valid exemption documentation before placing the order. Failure to verify tax exemption before the order is finalized will result in the order being processed with all applicable taxes included, and adjustments may not be possible after the fact. This estimate is for informational purposes only and does not constitute a binding invoice. Pricing and availability are subject to change.

Attachment: Rifle Purchase Quote (RESOLUTION 4232 : Resolution Authorizing the Purchase of Rifles for Police Squad Cars)



ES-17186



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

www.cityofmequonwi.gov

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: September 4, 2025
SUBJECT: Closed Session for City Administrator Performance Update

Background

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. This section allows for the use of a closed session to discuss performance reviews for City employees and officers such as the City Administrator.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of the City Administrator.