



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

www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, October 14, 2025 - 7:30 PM
Christine Nuernberg Hall

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 Council Chambers.**
- 6) **Public Officials' Reports:**
 - a) Mayor
 - 1) Proclamation for White Cane Safety Day
 - b) City Administrator
- 7) **Consent Agenda:**
 - a) Architectural Board meeting minutes of August 11, 2025
 - b) Board of Review meeting minutes of May 1, 2025
 - c) Common Council Minutes of September 9, 2025
 - d) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of July 10 and August 14, 2025
 - e) Park and Open Space Board minutes of May 7 and August 20, 2025
 - f) Planning Commission meeting minutes of July 28, 2025
 - g) Public Works Committee meeting minutes of June 10, 2025
 - h) **RESOLUTION 4233** - A Resolution Approving a Development Agreement with Mequon I, LLC for The Enclave at Mequon Preserve - Phase IX, Allowing 19 Single-Family Lots East and West of 10622 North Tree Sparrow Road; **Recommended by Planning Commission September 29, 2025**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4234** - A Resolution Approving the Assignment of Two (2) Contracts with M Squared Engineering, LLC, of Cedarburg, Wisconsin, to DB Sterlin Consultants, Inc., of Chicago, Illinois; **Recommendation Forthcoming by Public Works Committee October 14, 2025.**
- b) **RESOLUTION 4235** - A Resolution Ratifying Emergency Repairs to the Highland Road Culvert at Pigeon Creek in the Estimated Amount of \$60,000; **Recommendation Forthcoming by Public Works Committee October 14, 2025.**
- c) **RESOLUTION 4236** - A Resolution Approving the Annual Budget and Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute 66.0602(3)(h) for Fiscal Year 2026; **Recommendation Forthcoming by Public Safety Committee October 14, 2025.**

10) **Specified Unfinished Business From Prior Meetings:** None.

11) **Specified New Business:** None.

12) **Adjourn**

Dated: October 14, 2025

/s/ Andrew Nerbun, Mayor

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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
Recognizing October as Pedestrian Safety Month
and October 15, 2025, as White Cane Safety Day***

Safe, accessible streets are essential for the well-being of all residents, including children, older adults and people with disabilities. Thousands of Wisconsinites, including over 100,000 with vision loss, rely on sidewalks, curb ramps, accessible pedestrian signals, white canes and service animals to navigate public spaces safely.

Wisconsin’s White Cane Law requires drivers to stop at least 10 feet from pedestrians using a white cane or service animal. This Law is meant to reinforce the need for driver awareness and pedestrian respect.

The City of Mequon and other communities can reduce injuries and save lives by investing in proven pedestrian safety infrastructure such as high-visibility crosswalks, traffic calming and accessible design. It is important to raise awareness of pedestrian rights and responsibilities, which promotes a culture of safety and inclusion for all road users.

ACCORDINGLY, I, Andrew Nerbun, Mayor of the City of Mequon, on behalf of the citizens of the City of Mequon, proclaim October as *Pedestrian Safety Month* and October 15, 2025, as *White Cane Safety Day* in the City of Mequon. I encourage all residents, leaders and lawmakers to prioritize safe, accessible streets year-round.

Dated October 14, 2025



*Andrew Nerbun, Mayor
City of Mequon*

Attachment: White Cane Proclamation October 15 2025 (10705 : Mayoral Proclamation White Cane)



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 Mequon, Wisconsin 53092
 Phone: (262) 236-2924
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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, August 11, 2025
6:00 PM
Administrative Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Vice-Chairman Paul Apfelbach

Members at Large: John Mikkelson, Michael Wade, Tom Irvin,
 Janet Ehn, Ann Scherzinger

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from July 14, 2025, meeting were approved by District Representative Michael Wade and seconded by District Representative Tom Irvin.

Minutes passed unanimously.

Attachment: 8.11.25 Arch Board (10612 : Arch Board Minutes)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	New Single-Family Residence	Veridian Homes LLC 8201 W. Bluebird Court Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
<p>Moved to Approve: <u>Wade</u></p> <p>Seconded by: <u>Scherzinger</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that two windows are added to the left elevation (Flex Room) that are identical to windows to the left.</p>				
2)	Dist. 3 6:05 pm	New Single-Family Residence	Veridian Homes LLC 8113 W. Bluebird Court Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that two windows with prairie style grids are added to right elevation, first floor to match windows to the right.</p>				
3)	Dist. 4 6:10 pm	New Single-Family Residence	Tim O'Brien Homes 9901 N. Cygnet Court Subd: Swan Ridge Farms	Contractor: Tim O'Brien Homes Architect: Tim O'Brien Homes
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that a single, double-hung window is added to garage on back elevation.</p>				

Attachment: 8.11.25 Arch Board (10612 : Arch Board Minutes)

4)	Dist. 5 6:15 pm	Addition: Conservatory	Dan & Brittany Scalia 14300 N. Saddlebrook Lane Subd: Saddlebrook	Contractor: Kleiber Construction Architect: Distinctive Design Studio
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Moved to Approve: Ehn
 Seconded by: Wade
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

5)	Dist. 1 6:25 pm	New Single-Family Residence	Evan & Megan Argall 7745 W. Bonniwell Road Subd: N/A	Contractor: Mikkelson Builders Architect: Fred Dahms, Jr.
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Moved to Approve: Irvin
 Seconded by: Ehn
 Approved: Yes
 Vote: Unanimous
 Obtained: Mikkelson

Conditions: Plans approved as submitted.

6)	Dist. 6 6:30 pm	Exterior Changes	Daniel Minahan 13909 N. Green Bay Road Subd: N/A	Contractor: WI Craftsman LLC Architect: WI Craftsman LLC
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Moved to Approve: Wade
 Seconded by: Irvin
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

Note: Two proposals were submitted for the front door entryway; both options were approved.

Attachment: 8.11.25 Arch Board (10612 : Arch Board Minutes)

4. **Motion to Adjourn**

District Representative Michael Wade made a motion to adjourn the meeting.
 District Representative Tom Irvin seconded the motion.

A vote was taken; vote passed unanimously.
 Meeting adjourned at 6:32 p.m.



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Office of the City Clerk

BOARD OF REVIEW
Wednesday, May 1, 2025
8:30 AM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Chairman Franklin called the meeting to order at 8:30 AM.

Present:

- Chair Scott Franklin
- Board Member Steven Bersell
- Board Member Donald Chudnow
- Board Member Daniel Lucht
- Board Member Carol Zolot
- Vice Chair Maureen Baumann – Arrived 8:35 AM

Also present: City Clerk Fochs, City Assessor Ahrens, Assessment Technician Vogel

2) Election of Chairman and Vice Chairman

Motion to nominate Scott Franklin as Chairman.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Board Member Lucht
SECONDED BY: Board Member Bersell

AYES: Franklin, Bersell, Chudnow, Lucht, Zolot

Motion to nominate Donald Chudnow as Vice Chairman.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Board Member Bersell
SECONDED BY: Board Member Lucht

AYES: Franklin, Bersell, Chudnow, Lucht, Zolot

Attachment: 05-01-25-draft minutes (10703 : BOR Minutes)

3) Status Report from Assessor Les Ahrens

City Assessor Ahrens provided a status report on the 2025 revaluation year activities. The assessment roll is not complete at this time indicating inspections are ongoing. There has been one law change - Act 234, which states that judicial individuals and their families must have their names redacted from all records if requested. This went into effect on April 1, 2025.

Assessor Ahrens indicated that the 2024 level of assessment was 78% and the goal with the revaluation is to bring that ratio up to 100%. Assessment notices will be mailed to residents around July 22, Open Book will be August 11 - 15, and the next Board of Review meeting will be September 25 at 8:30 am.

4) Adjourn to September 25, 2025, 8:30 AM

Motion to adjourn at 8:47 AM.

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Board Member Bersell
SECONDED BY: Board Member Baumann

AYES: Franklin, Baumann, Bersell, Chudnow, Lucht, Zolot

Respectfully Submitted,
Caroline Fochs
City Clerk

Attachment: 05-01-25-draft minutes (10703 : BOR Minutes)



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Office of the City Clerk

COMMON COUNCIL
Regular Meeting
Tuesday, September 9, 2025
7:30 PM
American Legion Post #457
6050 W Mequon Rd

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 7:30 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also Present: Administrator Jones, Executive Assistant Enea, City Attorney Sajdak, City Clerk Fochs, City Engineer Lundeen, Finance Director Arnett, Director of Community Development Tollefson, Police Chief Riley, Police Captain Heinen and interested public.

4) Public Hearings: None.

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports:

a) Mayor

Mayor Nerbun announced that the traffic lights at the intersection of Mequon Road and Weston Road are operational. He thanked the public, City Staff and Festivals Committee for another successful Taste of Mequon on Saturday, September 6. He also read the Proclamation for Rail Safety Week designating September 15-21, 2025, as National See Tracks, Think Train Week.

Attachment: 9.9.2025 CC Minutes DRAFT (10611 : Common Council Minutes)

b) City Administrator

City Administrator Jones said construction at City Hall is progressing and thanked the American Legion Post and the Mequon Nature Preserve for sharing their facilities. He invited residents to attend the Open House on Wednesday, September 17, from 4 PM – 7 PM to hear about plans for Mequon Commons. Board of Review will be held on September 25; any applications to come before the Board should be received before September 23. The Appropriations Committee will meet on Tuesday, October 7, at 6 PM in the renovated Council Chambers at City Hall.

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.

Motion to approve the Consent Agenda items.

RESULT: **Approved by Voice Acclamation [6:2]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bach

<p>AYES: Tolocko, Mayr, Hansher, Bach, Parrish, Bratt DEEMED NO: Strzelczyk, Gebhardt</p>
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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.

RESULT: **Approved by Roll Call Vote [6:2]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Parrish

<p>AYES: Tolocko, Mayr, Hansher, Bach, Parrish, Bratt DEEMED NO: Strzelczyk, Gebhardt</p>
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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.

The Finance-Personnel Committee lacked a quorum to meet; however, this Resolution was brought forward to Common Council using a motion to suspend the rules allowing such.

Motion to suspend the rules for Resolution 4228.

RESULT: **Approved by Roll Call Vote [6:2]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Bratt

Attachment: 9.9.2025 CC Minutes DRAFT (10611 : Common Council Minutes)

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

Director of Community Development Tollefson said that this study is an important part of creating plans for the economic health of the TIF districts on Port Washington Road. By performing a market analysis of 13 potential sites in that corridor, the study can help identify unique impacts for that area. REVPAR was selected after reviewing 10 proposals.

Alderman Tolocko would prefer a plan that promotes family oriented venues or businesses that would be a better fit for the community. Alderman Bach pointed out that 30% of residents in the Community Survey were opposed to the idea of adding a hotel. Alderman Parrish was in line with the Economic Development Board, which had voted in favor 6:0. Alderman Hansher stated that he believes Mequon needs a quality hotel option.

Motion to approve Resolution 4228.

RESULT: **Approved by Roll Call Vote [5:4]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Bratt

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

- 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.

RESULT: **Approved by Roll Call Vote [6:2]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- 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.

RESULT: **Approved by Voice Acclamation [6:2]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- 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.

RESULT: **Approved by Voice Acclamation [6:2]**

Attachment: 9.9.2025 CC Minutes DRAFT (10611 : Common Council Minutes)

MOVED BY: Alderman Hansher
SECONDED BY: Alderman Tolocko

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

- 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.

RESULT: **Approved by Roll Call Vote [6:2]**
MOVED BY: Alderman Bach
SECONDED BY: Alderman Mayr

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

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. 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.

Motion to enter into Closed Session at 8:14 PM.

RESULT: **Approved by Roll Call Vote [7:2]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bratt

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

13) Adjourn

Motion to adjourn following Closed Session at 9:00 PM

RESULT: **Approved by Voice Acclamation [6:2]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bratt

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

Respectfully Submitted,
Beth Kong, Deputy Clerk

Attachment: 9.9.2025 CC Minutes DRAFT (10611 : Common Council Minutes)



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Public Works Department

**Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, July 10, 2025
9:00 AM
North Conference Room**

Minutes

- 1. Call to Order, Roll Call

Present:

Chair Kenneth Maciolek
Vice Chair Jim Doornek
Commissioner Ron Heinritz
Commissioner Rob Holyoke
Commissioner John Liegeois

Absent:

Alderman Gregg Bach
Commissioner Kristin Wade

Assistant City Engineer Cole McCaw and Engineering intern Nikhil were also present.

- 2. Approval of Meeting Minutes of June 12, 2025, minutes

RESULT: Approved [Unanimous]
MOVED BY: Holyoke
SECONDED BY: Commissioner Heinritz

AYES: Maciolek, Doornek, Heinritz, Holyoke, Liegeois

- 3. Resident Communications

Clint Sergi who resides at 512 Parkcrest Dr., Thiensville sat in to observe

- 4. Discussion/Action Items

- a. WisDOT STH181 from County Line to Mequon Road Pavement Marking

Attachment: Bikeway Minutes_07.10.25_FINAL (10706 : Bikeway minutes)

After discussion, Commissioner Holyoke made a motion to recommend that the Common Council approve the Buffered Bike Lane on Wauwatosa Road as proposed by WISDOT. The motion was seconded by Commissioner Doornek and passed unanimously by voice acclamation.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Holyoke
SECONDED BY: Commissioner Doornek

AYES: Maciolek, Doornek, Heinritz, Holyoke, Liegeois

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

The Committee and Cole discussed listing projects into short term, medium term and long-term projects. It was discussed that the completion of Swan Road side path to Mequon Road project and the completion of Buntrock Road sidewalk from Mequon to Division Road (East side) could both be moved to longer term projects. There was also discussion to make the Wauwatosa Road buffered bike lane (County Line to Mequon Road) a priority project. There were no motions made on the master plan discussion.

5. Other Business

Commissioners confirmed the next meeting will be held as scheduled on August 14, 2025

6. Adjourn

Motion to Adjourn at 10:24

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Heinritz
SECONDED BY: Commissioner Doornek

AYES: Maciolek, Doornek, Heinritz, Holyoke, Liegeois

Respectfully Submitted,

Kristine Hoeft

Attachment: Bikeway Minutes_07.10.25_FINAL (10706 : Bikeway minutes)

JOINT MEQUON-THIENSVILLE BIKE AND PEDESTRIAN WAY COMMISSION
MINUTES – July 10, 2025 Page 2 of 2

Attachment: Bikeway Minutes_07.10.25_FINAL (10706 : Bikeway minutes)



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Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, August 14, 2025
9:00 AM
North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

Chair Kenneth Maciolek
 Vice Chair Jim Doornek
 Alderman Gregg Bach
 Commissioner Ron Heinritz
 Commissioner Rob Holyoke
 Commissioner Clint Sergi
 Commissioner Kristin Wade

The meeting was called to order at 9:03 a.m. by Chairman Ken Maciolek and roll call was taken.

2. Approval of Meeting Minutes from July 10, 2025

Chairman Maciolek requested some changes to the July 10, 2025, meeting minutes so no motion was made to approve.

3. Resident Communications

Citizens wishing to address the Commission 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. The time limitation is FIVE minutes. Please state your name and address.

No Public Comment

4. Discussion/Action Items

a. WisDOT STH181 from County Line to Mequon Road Pavement Marking Update

The Public Works committee recommended approval of the buffered bike lane at the last Common Council meeting. Common Council approved it on the following condition that we

are responsible for the maintenance costs involved. Commissioner Doornek suggested that there should be signage indicating when the bike lane has ended and shared with traffic. Assistant City Engineer McCraw will confirm with DOT that the bike lane layout through intersections conforms to standards.

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

The commissioners continued to discuss the prioritization of the project list and if any projects need to be adjusted in the timeline. Asst. City Engineer McCraw made the committee aware of the budget process and the funds available for these projects. The committee agreed that the 3 priority buckets should remain in addition to the timeline for the high priority projects. Commissioners discussed the improvement of the Highland Rd and Port Washington Rd crosswalk to be discussed further after more evaluation. Alderman Bach suggested to present the priority list to the Committee of the Whole for discussion at a future meeting.

5. Other Business

No Comment

6. Adjourn

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Heinritz
SECONDED BY: Commissioner Holyoke

AYES: Maciolek, Doornek, Heinritz, Holyoke, Sergi, Bach, Wade

Respectfully Submitted,

Kristine Hoeft

Attachment: Bikeway Minutes_08.14.25_FINAL (10706 : Bikeway minutes)



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, May 7, 2025
6:00 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:00 pm.

Present:

Chair Jason Cain
 Alderman Peter Bratt (arrived at 6:27 pm)
 Board Member Harlan Balkansky
 Board Member Steven Kulick
 Board Member Anton Usowski
 Board Member Gerald Vite
 Board Member David Wolfson (arrived at 6:26 pm)
 Board Member James Lysaught -- **Absent**

Also present: City Engineer/Director of Public Works Lundeen, Building and Grounds Superintendent, Administration Assistant Schlereth, and Resident Connie Pukaite (1230 Estates Dr.)

2) Approval of Meeting Minutes

a. April 16, 2025, Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Balkansky
SECONDED BY: Board Member Vite

AYES: Cain, Balkansky, Kulick, Usowski, Vite
ABSENT: Lysaught
NOT PRESENT: Bratt, Wolfson

3) Ratification of action taken at the 4.16.25 POSB meeting

a. Approval of Board Co-Chair Nomination

Attachment: 5.7.25 (10708 : POSB Minutes)

- b. Approval of 2.19.25 meeting minutes
- c. Approval of An Ordinance Amending the City of Mequon Code of Ordinances, Chapter 58 - Planning and Development Regulations, Article III. Impact Fees Relating to the Imposition of Impact Fees
- d. Acceptance of motion for public comment of items not on the agenda
- e. Acceptance of Director’s Report
- f. Approval of the work plan as outlined by staff

g. Motion of Ratification of action taken at 4.16.25 POSB meeting

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Bratt

SECONDED BY: Board Member Vite

AYES: Cain, Balkansky, Kulick, Usowski, Vite
ABSENT: Lysaught
NOT PRESENT: Bratt, Wolfson

4) Action Item

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

The Ordinance has been approved by the Planning Commission with a Ordinance language change due to the recommendation of the City Attorney.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Board Member Balkansky

SECONDED BY: Board Member Kulick

AYES: Cain, Balkansky, Kulick, Usowski, Vite
ABSENT: Lysaught
NOT PRESENT: Bratt, Wolfson

5) Discussion Item

- a. Park CORP Facility Condition Assessment

Discussion ensued about how the board will use the assessment as a guide to prepare a budgetary request for funding in 2026.

Staff emailed POSB members the top five priority list that the POSB Sub Committee created in 2024.

A new subcommittee of Board Members Cain, Wolfson, and Vite will review and update the top five priority list.

Attachment: 5.7.25 (10708 : POSB Minutes)

b. Park CORP Playground Assessment

Discussion ensued on how to meet the existing park's needs.

Members shared concerns about City playgrounds scoring poorly and the safety of the playgrounds.

6) Work Plan

a. Park and Open Space Board Work Plan (5.7.25)

7) Adjourn

a. Motion to Adjourn at 7:12 pm

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

MOVED BY: Board Member Vite

SECONDED BY: Board Member Balkansky

AYES: Cain, Bratt, Balkansky, Kulick, Usowski, Vite, Wolfson

ABSENT: Lysaught

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 5.7.25 (10708 : POSB Minutes)



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, August 20, 2025
6:30 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jason Cain
 Alderman Peter Bratt
 Board Member Harlan Balkansky
 Board Member Steven Kulick
 Board Member James Lysaught
 Board Member Gerald Vite
 Board Member David Wolfson
 Alternate Alderman Dale Mayr -- **Excused**
 Board Member Anton Usowski -- **Excused**

Also present: Director of Public Works/City Engineer Lundeen, Buildings and Grounds Superintendent Bodoh, and interested public.

2) Approval of Meeting Minutes

Motion to approve May 7, 2025 Minutes

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Balkansky

AYES:	Cain, Bratt, Balkansky, Kulick, Lysaught, Usowski, Vite, Wolfson
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3) Discussion Item

a. Rotary Park Playground

Director of Public Works/City Engineer Lundeen provided some background on this project. Members of the Rotary had visited other park sites to get ideas for the playground. The plans have not been finalized and the Rotary is still working on the fundraising aspect for this project. The Donation and Dedication Agreement will cover what will be built and how the

Attachment: 8.20.25 POSB Final Minutes (10634 : POSB minutes 8/20)

equipment will be maintained. This is a large project that will have many factors to consider, including ADA and accessibility. It may be a phased in project that may be constructed in different increments based on the funding available.

b. 5-year Capital Improvement Plan Request

The plan request was already submitted in order to meet the deadline. If any 2025 funding is left over, that will be rolled into the funding for 2026. With the flooding and damages sustained in the August storms, there may be additional expenses for repairs. Some updates were also provided for the Lemke Park project. A discussion also took place regarding the need for a guideline that sets the standards for signage at the parks (materials, size, fonts, locations) based on the type of park. The board should create and prioritize their list of projects from high to low so when funding becomes available, there is already a plan for tackling high priority projects.

c. Park CORP Recommendations (5.2 Individual Park Recommendations)

d. Park CORP Recommendations (5.3 Parks and Trails Recommendations)

e. Citizen Volunteer Park/Open Space Maintenance

Volunteer efforts should work in conjunction with City Staff to reduce the potential for duplicated efforts. One collaboration that has worked well has been having the Boy Scouts come in to assist with invasive species management. However, invasive species management needs to have some educated people that can make sure it's done correctly. One initiative that can work well is a park cleanup day to help clean up litter within the parks and promote community engagement. For example, Concordia students assisted with a park cleanup in the Spring which was effective and helpful to the parks staff. Perhaps a program similar to the Adopt-a-Road program that is Adopt-a-Park that could include sponsorship and a sign that encourages those to make an active effort to clean up litter and dog waste within each park. Staff could reach out to the Mequon Nature Preserve to determine if there are resources that can help with any efforts. The Board could create a list of volunteer tasks that can be handled without staff supervision or waivers/indemnifications.

Before moving on to the next agenda topic, the Board discussed the population growth in Brown Deer and the increased usage of the bike trail and parks of those residents. The pool experience increased revenue because of the higher usage rate for non-Mequon residents. Increased usage of parks and services can lead to increased garbage and other safety concerns. The park reservation fees also vary based on resident/non-resident status. Board members raised the question about permitted usage of parks as found in Germantown and West Bend that use license plate readers to monitor if the usage fees are paid. Mequon is testing out upgrades at Lemke Park for the use of the pavillion as well as the new gate card option coming to the Brush Site.

4) Work Plan

a. Park and Open Space Board Work Plan (6.18.25)

5) Adjourn

Motion to adjourn at 7:50 PM.

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

MOVED BY: Board Member Vite

SECONDED BY: Board Member Balkansky

AYES: Cain, Bratt, Balkansky, Kulick, Lysaught, Vite, Wolfson

DEEMED NO: Usowski

Respectfully Submitted,
Karen Schlereth
Administrative Assistant



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www.cityofmequonwi.gov

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, July 28, 2025
6:00 PM
Lower Conference Room

Minutes

1) Call to Order, Roll Call

Present:

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

Acting Chair Alderman Brian Parrish called the meeting to order at 6:00 p.m.

a) Approval of Minutes from June 23, 2025

Action

Commissioner Stoker made a motion to approve the meeting minutes from June 23, 2025.
 Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Nancy Urbani, Commissioner
AYES:	Parrish, Hawley, Schaefer, Stoker, Urbani
ABSENT:	Barnes, Choren

2) Consent Agenda/Public Hearing

Attachment: PC_07.28.25_FINAL (10704 : Planning Comm)

- a) Body Activation. The applicant is seeking conditional use grant approval to allow for a fitness center for the property located at 6200 W. Donges Bay Road.
- b) Dr. Dylan Starck. The applicant is seeking conditional use grant approval to allow for an oral surgical center for the property located at 1535-1539 W. Market Street (Arrow Oral Surgery).

Action

Commissioner Stoker made a motion to open a public hearing.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (5-0)

No public hearing

Action

Commissioner Stoker made a motion to close the public hearing.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (5-0)

Action

Commissioner Stoker made a motion to approve the conditional use grant.
 Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Nancy Urbani, Commissioner
AYES:	Parrish, Hawley, Schaefer, Stoker, Urbani
ABSENT:	Barnes, Choren

3) Public Hearing

- a) World Mission Society Church of God. The applicant is seeking conditional use grant and minor request approval for a setback waiver to allow for 3 driveway gates for the property located at 11458 W. Wauwatosa Road.

Action

Commissioner Stoker made a motion to open a public hearing.
 Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (5-0)

Public Feedback

Michael Kiliac - 7326 W. Heron Pond
Robert Perry - 7551 W. Heron Pond Drive

Attachment: PC_07.28.25_FINAL (10704 : Planning Comm)

Both residents expressed questions regarding the proposed gates.

Action

Commissioner Schaefer made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (5-0)

Planner Natalie Redding stated that the cemetery is owned separately from the church. The gates aim to provide clear boundaries between the sites and entrance security, while also allowing public access. The gates will be 6 feet in height and 14 feet in width and will remain closed but unlocked with open access. The setback waiver is necessary due to a 30-foot IPS setback requirement. Staff support the requested setback waiver as well as the conditional use grant.

The Commission briefly discussed the item and stated this property has gone through several processes to separate the church and the cemetery and they are aiming to keep the properties separate but accessible to the public.

Action

Commissioner Stoker made a motion to approve the requested approvals.

Commissioner Urbani seconded the motion.

A voice vote was taken; vote passed (5-0)

RESULT:	APPROVED [6 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Nancy Urbani, Commissioner
AYES:	Parrish, Hawley, Schaefer, Stoker, Urbani
ABSENT:	Barnes, Choren

4) Regular Business

- a) Mequon I LLC for The Enclave at Mequon Preserve. The applicant is seeking final plat and street tree approval to allow for 13-lots in Phase VIII of The Enclave at Mequon Preserve subdivision for the parcel located immediately southwest of 10581 Tree Sparrow Drive.

Assistant Director Jaz Zader stated that this item would normally be on the consent agenda but there were no other items to place on one. He explained that 62 of the 82 lots have been platted. The proposed bike path connects to the existing subdivision path.

Action

Commissioner Hawley made a motion to approve the item subject to staff recommendations.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (5-0)

Attachment: PC_07.28.25_FINAL (10704 : Planning Comm)

RESULT:	APPROVED [6 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Parrish, Hawley, Schaefer, Stoker, Urbani
ABSENT:	Barnes, Choren

b) ReFresh Aesthetic Center. The applicant is seeking minor request approval to allow for two sign waivers for the property at 10404 N. Port Washington Road.

Planner Redding reminded the Commission that the applicant received conditional use grant and site plan amendment approval in 2023 as well as a sign waiver for the monument sign. The placement of the monument sign has changed and requires reapproval. The applicant is requesting two sign waivers: one for a monument sign and one for the south elevation wall sign.

The requested monument sign waiver is for a reduced setback. The previous approval allowed for the sign to be located 4 feet from Port Washington Road right-of-way and 7 feet from Donges Bay Road right-of-way. The current request is for the sign to be located closer to Port Washington Road right-of-way. Staff is supportive as this site is non-conforming, and the applicant dedicated right-of-way to the city at the time of the previous approvals.

The request for the south elevation wall sign exceeds the maximum height allowed by the city sign code. The request is for the wall sign to be roughly 33 feet in height, and the sign code maximum is 20 feet. The applicant has cited other signs located in the city that have been permitted at a higher level, however most of those signs were approved as part of master sign plans. Staff do not believe that a hardship exists as there is significant wall space available for alternate placement. In summary, Staff approve the monument sign waiver but not the wall sign waiver.

The applicant, Mark Hertzfeldt from Design Construct, stated that the sign at 20 feet did not work once they began to finalize the building plans. They believe the higher placement of their sign provides better visibility, is aesthetically pleasing and does not provide a hardship to surrounding neighbors. He cited the Life Storage building next door which has a wall sign over 20 feet in height as well as other businesses in the city.

Staff stated that the Life Storage sign is part of a master sign plan and that it is located on a much bigger building.

Action

Commissioner Schaefer made a motion to approve the sign waiver for the monument sign and to deny the sign waiver request for the wall sign based on staff recommendations.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (5-0)

Attachment: PC_07.28.25_FINAL (10704 : Planning Comm)

RESULT:	APPROVED WITH CONDITIONS [6 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Parrish, Hawley, Schaefer, Stoker, Urbani
ABSENT:	Barnes, Choren

c) Wyndale Investments, LLC. The applicant is seeking a consultation for a proposed 20 unit (10 buildings) development for the property located at 10723 N. Cedarburg Road (Bayberry Condominiums)

Public Comment

Marlene Hanson - 12343 N. Golf Drive - supports this proposal as this product is not readily available in Mequon but is a desired use.

Dr. Richard Urbanczyk - 10763 N. Cedarburg Road - is opposed as he feels this will change the aesthetic of the neighborhood as it will be surrounded by single family homes. He also has concerns about the traffic and drainage issues at this location.

Sam Nigro - 10800 N. Cedarburg Road -is opposed and believes it brings traffic issues to an already bust area. He believes this area should remain zoned for single family housing. He also has concerns about people cutting through the proposed development to access OIT.

Jared Hansen - 10814 N. Cedarburg Road - is opposed and he has concerns about traffic and drainage issues created by the proposed development.

Jason Stuewe - 10808 N. Cedarburg Road -is opposed and has concerns regarding drainage and adding impervious surface as there is also standing water in the area.

Tom Neuschaefer - 5408 W. Burning Bush - supports the proposal. He believes Kingsway provides quality housing and that this development would be a welcomed asset to the city.

Joann Korte - 10531 N. Elderberry Lane - is supportive of the proposal as she believes single story housing is desired in the city, and it is a quality builder.

Eugene Gelmanovich - 5509 W. Elderberry Court - is opposed to the proposed development.

Richard Miller - 10529 N. Burning Bush - is supportive and believes the zoning change is appropriate in this location. He believes Kingsway is a quality builder and that this type of housing is lacking in the community.

Asst. Dir. Jac Zader addressed some of the concerns from the public comments noting that Cedarburg Road is under the jurisdiction of the DOT as it is state highway 57. Concerns regarding the drainage would be address as the applicant would be required to comply with all city stormwater standards. Staff agree that this type of use is a desired use in the city. He explained that the R-6 zoning has previously been used as a buffer between commercial and

Attachment: PC_07.28.25_FINAL (10704 : Planning Comm)

single-family home residential properties but has not been used in the manner that is currently proposed. Staff do not support this type of zoning at this location.

The applicant, Craig Kelly, President of Kingsway Homes, stated that the proposed development would consist of single-family, 2 ranch style condominiums per building. He believes there is a definite market for this type of housing in the city, and that the requested zoning change is fitting and reasonable for the size of development proposed.

The feedback from the Commission is that they agree there is a shortage of this desired type of use, but they request fewer units at this location, they commented that staff will ensure that there are no additional drainage issues from this site based on engineering city requirements for stormwater management, but they are not supportive of the requested zoning change and prefer that this development be proposed in a different location in the city.

5) Announcements

The next meeting is Monday, September 29, 2025, at 6:00 p.m.

6) Adjourn

Action

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (5-0)

The meeting adjourned at 7:16 p.m.

Respectfully Submitted,

Jac Zader



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Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, June 10, 2025
6:00 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:00 pm.

Present:

Chair Jeffrey Hansher
 Alderman Kelly Tolocko
 Alderman Peter Bratt

Also present were Deputy Director of Public Works Weyker, Assistant City Engineer McCraw, and Admin Assistant Schlereth.

2) Approval of Minutes

a. May 13, 2025, Minutes

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

AYES:	Hansher, Tolocko, Bratt
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3) Resolutions

Action requested: review and recommend approval

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

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

Attachment: 6.10.25 (10707 : Public Works Committee)

AYES: Hansher, Tolocko, Bratt

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

The Village of Thiensville has helped the City of Mequon with their sweeper since the City sweeper broke.

The Village is not interested in sharing a sweeper with the City of Mequon.

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

AYES: Hansher, Tolocko, Bratt

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

Staff will contact the bidders for feedback and plans to bid again in the fall or winter months.

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

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

Discussion and Possible Action

a. Public Works Work Plan (6.10.25)

5) Adjourn

a. Motion to adjourn at 6:12 pm

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

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 6.10.25 (10707 : Public Works Committee)



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Office of Community Development

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: October 14, 2025
SUBJECT: RESOLUTION 4233 A Resolution Approving a Development Agreement with Mequon I, LLC for The Enclave at Mequon Preserve - Phase IX, Allowing 19 Single-Family Lots East and West of 10622 North Tree Sparrow Road

Background

The applicant, Mequon I, LLC, is requesting development agreement approval for the Enclave at Mequon Preserve - Phase IX, consisting of the final 19 lots on the property located west and east of 10622 North Tree Sparrow Road. The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission and Common Council at the time of its submission. The phase generally includes approximately 850 feet of roadway extension, sewer and water extension, and storm sewer.

A map depicting the location of this proposed phase is attached for reference.

Analysis

Please see the attached draft of the development agreement for Phase IX. The developer utilized the City's template development agreement, which was modified and submitted to Engineering and Planning staff. The development agreement provides the opportunity to construct two (2) principal structures to serve as models prior to final plat approval, with the understanding that the units cannot be sold, or title transferred until the associated plat is recorded. The Planning Commission recommended approval of the Development Agreement for the property on September 29, 2025.

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

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On September 29, 2025, the Planning Commission unanimously recommended approval by a vote of 8-0.

Attachments:

Development Agreement_Template EMPS IX - Clean (PDF)

Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4233

A Resolution Approving a Development Agreement with Mequon I, LLC for The Enclave at Mequon Preserve - Phase IX, Allowing 19 Single-Family Lots East and West of 10622 North Tree Sparrow Road

RECITALS

A. The Enclave at Mequon Preserve - Phase IX, a single-family home residential development, consists of 19 lots on the property located west and east of 10622 North Tree Sparrow Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on September 29, 2025.

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

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

1. The Development Agreement for The Enclave at Mequon Preserve - Phase IX project is approved, subject to any technical, clerical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: October 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 14, 2025.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT	
	Document Name	

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 2025, by Mequon I, LLC, a Wisconsin Limited Liability Company (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

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

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

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

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

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

AGREEMENTS

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

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

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

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

Recording Data
Name and Return Address
City Engineer 11333 N Cedarburg Road Mequon, WI 53092
Parcel Identification Number
14-028-14-005.00 14-028-15-017.00

Attachment: Development Agreement_Template EMPS IX - Clean (RESOLUTION 4233 : Enclave Phase IX DA)

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

2. Proposed Development Plan. The Development as proposed is depicted on the Developer’s proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on January 13, 2020. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

9. Landscaping, Open Space and Signage Plans.

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

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

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

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

10. Street Plans.

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

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

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

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

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

11. Sanitary Sewer System Plans.

The Development will have a public sanitary sewer system. The plans for the system shall:

- (a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.
- (b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.
- (c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.
- (d) Show all sanitary sewer lateral locations.
- (e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

12. Water System Plans.

- (a) Supply System. The plans shall satisfy the following requirements:
 - (i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.
 - (ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.
 - (iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.
 - (iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.
 - (v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.
 - (vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.
 - (vii) Dead end mains must be terminated with a public hydrant and phasing plans.
- (b) Fire Protection.
 - (i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.
 - (ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

20. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

21. Additional Erosion and Runoff Control Requirements.

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

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade

certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method is to be used.

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

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

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

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

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

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

24. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

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

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

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

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

25. Additional Utility Requirements.

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

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

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

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

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

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

MODEL HOMES

27. Model Homes.

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

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

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

**ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS;
ONGOING AGREEMENTS**

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

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

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

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

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the

Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

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

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

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

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

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

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

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

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions

- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

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

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

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

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

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

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

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

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

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

OBLIGATIONS OF BUILDER/LOT OWNER

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

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

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

36. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

WARRANTIES AND INDEMNIFICATIONS

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

38. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys’, consultants’ and experts’ fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in

connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

39. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents unless such claim is the result of negligent or willful misconduct by the City, or its officers, agents, or employees. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

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

FINANCIAL OBLIGATIONS

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

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

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

Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

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

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

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

47. Surface Completion Guarantee If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a performance bond, letter of credit or cash deposit in the amount of the approved estimate. The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The

Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Guarantee to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

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

50. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$3,800 (19 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

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

52. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer

shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

53. Final Plat Approval

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

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

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

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

DEFAULTS

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

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

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

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

against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

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

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

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.
- (c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.
- (d) Withdraw or withhold occupancy permits for any structures in the Development.
- (e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.
- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity,

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

59. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs provided, however, that in the event of legal or administrative action, Developer shall only be responsible for the City's reasonable attorneys' fee and costs if the City is the prevailing party in any such legal or administrative action.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Forgewell Building Group, LLC

Mequon I, LLC

By

Its sole member

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS
DANE COUNTY)

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

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

Drafted by: City of Mequon

Attachment: Development Agreement_Template EMPS IX - Clean (RESOLUTION 4233 : Enclave Phase IX DA)

**EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
MEQUON I, LLC**

Enclave at Mequon Preserve South

Legal Description

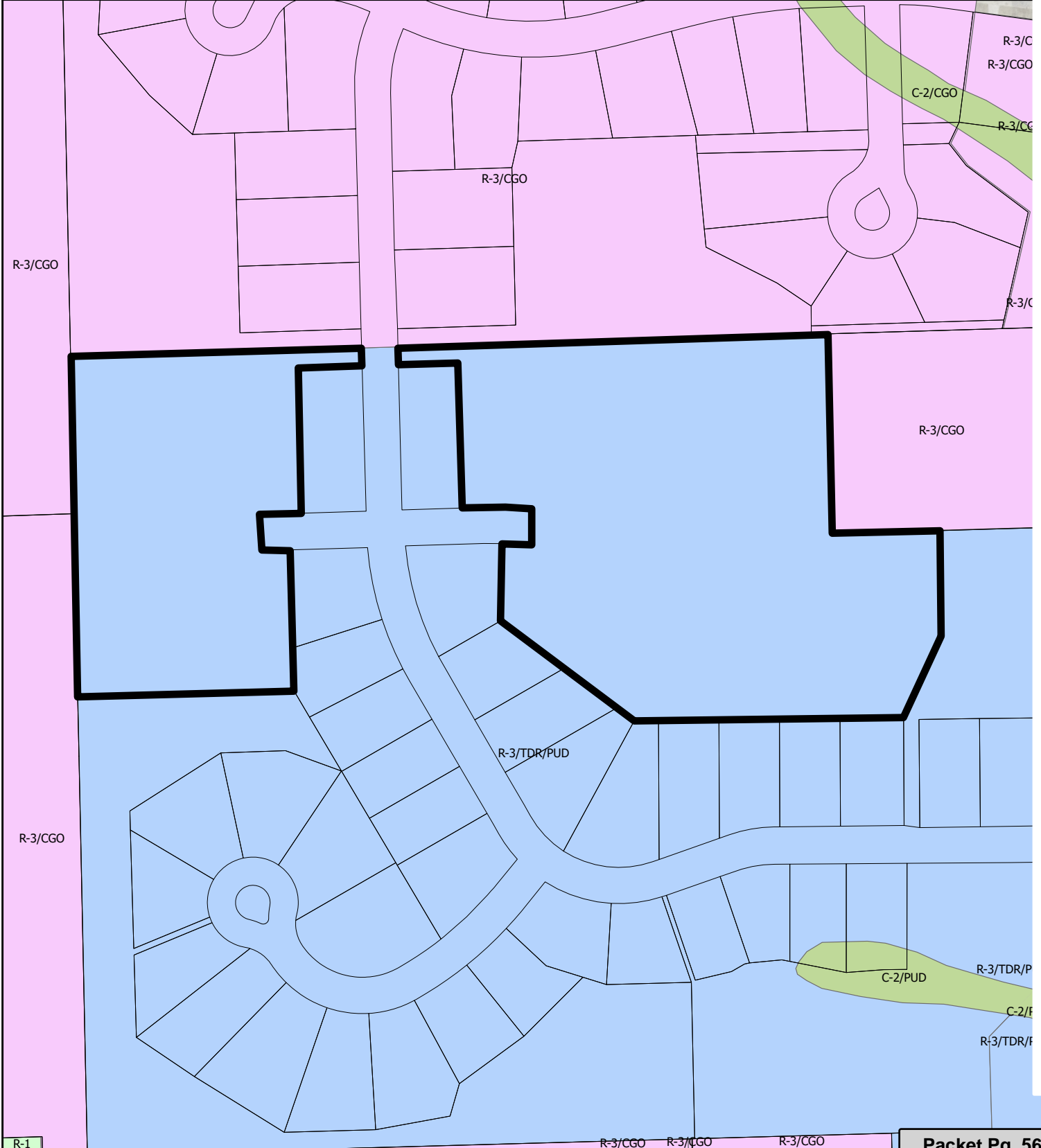
The Enclave at Mequon Preserve South IX Legal Description:

[Legal description to be added]

Attachment: Development Agreement_Template EMPS IX - Clean (RESOLUTION 4233 : Enclave Phase IX DA)

ENCLAVE

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



Attachment: Map (RESOLUTION 4233 : Enclave Phase IX DA)



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: October 6, 2025
SUBJECT: RESOLUTION 4234 A Resolution Approving the Assignment of Two (2) Contracts with M Squared Engineering, LLC, of Cedarburg, Wisconsin, to DB Sterlin Consultants, Inc., of Chicago, Illinois

Background

The City has existing contracts for engineering-related services with M Squared Engineering, LLC. These contracts include work related to the analysis of the new FEMA Floodplain Maps and a Letter of Map Revision association with that analysis, and the review of various stormwater plans for new development within the City. On August 1st, M Squared was acquired by DB Sterlin Consulting, Inc. based in Chicago, Illinois. DB Sterlin, similar to M Squared, has more than 25 years of providing smart, tailored solutions in civil, structural, construction, and utility engineering. As part of this acquisition, DB Sterlin has requested that the City approve assignment of its two existing contracts from M Squared to DB Sterlin.

Analysis

Under the standard terms of the M Squared contracts, any assignment of the contact requires the written approval of the City. The terms and conditions of the contacts remain the same under the assignments. Moreover, the personnel assigned to City projects are expected to remain largely the same. Accordingly, there will be no functional impact to the City or any of the work being completed under these contracts.

Refusal to approve of the assignment will result in the need to find a replacement firm to complete the work. In the case of development stormwater plan review, this work can be shifted to other engineering consultants utilized by the City for this purpose; however available personnel time for these other consultants may possibly result in some delays in the reviews. In the case of a more significant project, like the work related to the new FEMA floodplain maps, non-assignment may necessitate undertaking a renewed RFP process to identify the appropriate consultant to finish the work-likely at increased cost and delay.

Fiscal Impact

Because the terms of the contracts remain the same under the proposed assignments, there is no new fiscal impact to the City.

Recommendation

A recommendation is forthcoming from the Public Works Committee on October 14, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4234

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

RECITALS

1. The City of Mequon has previously contracted with M Squared Engineering, LLC to provide various professional engineering-based services to the City on projects including work related to a FEMA Floodplain Mapping Review and FEMA Floodplain Letter of Map Change, as well as the review of various development-related stormwater plans.
2. M Squared was acquired by DB Sterlin Consultants, Inc. on August 1, 2025.
3. The standard terms and conditions of the City's agreements with M Squared require written approval of any assignment of the contracts.
4. The City's approval of the assignment of the contracts to DB Sterlin has been requested.
5. Under these assignments, the terms and conditions of the original M Squared contacts will remain the same, including cost and even in large part the assigned personnel.
6. City staff and the City Attorney have no objections to the assignment.

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

1. The assignment of all current M Squared Engineering, LLC contracts with the City of Mequon to DB Sterlin Consultants, Inc., is approved.
2. The City Department Head involved with the contract, the City Administrator, and/or the Mayor are authorized and directed to execute and deliver any necessary written approval of this assignment, as deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 14, 2025.

Caroline Fochs, City Clerk



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

www.cityofmequonwi.gov

Office of Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: October 14, 2025
SUBJECT: RESOLUTION 4235 A Resolution Ratifying Emergency Repairs to the Highland Road Culvert at Pigeon Creek in the Estimated Amount of \$60,000

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 an 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. Engineering staff worked with the Wisconsin Department of Natural Resources (WDNR) on permitting for the replacement, since the culvert is within a waterway under WDNR jurisdiction. The City needed to take additional measures to minimize disturbance to the stream, wetlands, and threatened species in the area. After the WDNR permits were obtained and contracts secured for the materials and installation, work began on the repair on Monday, September 29. The road was repaved and opened to traffic on Friday, October 3rd.

Analysis

Staff obtained quotes and contracted with the following companies to complete the emergency repair:

- Ray Clausing Grading - quoted at \$29,900 for replacing the culvert
- County Materials - quoted at \$13,785 for materials
- Conservation Management Services - time and material estimated at \$5,000 for biologist oversight as required by WDNR
- Payne and Dolan - quoted at \$6,800 for road pavement patch

The road pavement patch will be included in the road program contract as a change order within previously authorized expenditure limits, and therefore does not require ratification. Please note that staff contacted multiple contractors or consultants to balance cost efficiency and schedule.

Fiscal Impact

The estimated project cost, based on the info above, is \$55,485. The final work has not yet been invoiced, so staff is requesting ratification of the repair at a total of \$60,000, to include

unforeseen or ancillary costs.

The project will be paid for through the Right-of-Way Asset Management account, which has sufficient funds for the repair. The Common Council previously approved a petition to file for reimbursement through the Disaster Damage Aid program through the Wisconsin Department of Transportation (WisDOT). The majority of the damage that occurred on Highland Road is eligible for 50 to 75 percent reimbursement through this program. Staff is currently waiting on WisDOT to confirm funding availability.

Any remaining costs associated with the damage will be submitted for consideration of reimbursement through the Federal Emergency Management Agency Public Assistance Program.

Recommendation

A recommendation is forthcoming from the Public Works Committee on October 14, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4235

A Resolution Ratifying Emergency Repairs to the Highland Road Culvert at Pigeon Creek in the Estimated Amount of \$60,000

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 an excess of eight inches across large portions of the City.

B. The repair was critical to the safety and operability of Highland Road and time was of the essence, creating an emergency situation that did not allow for approval prior to the authorization of the expenditure.

C. The Right-of-Way Asset capital account has sufficient funds for the emergency repair, as well as previously authorized or planned expenditures.

D. It is anticipated that all or a portion of the costs for the emergency repair are reimbursable either through the previously authorized Disaster Damage Aid Program administered by the Wisconsin Department of Transportation or Federal Emergency Management Agency Public Assistance.

E. The Public Works Committee recommended approval on October 14, 2025.

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

1. The estimated \$30,000 contract completed by Ray Clausen Grading of Mequon, Wisconsin, is ratified.

2. The estimated \$14,000 for materials furnished by County Materials of Marathon, Wisconsin, is ratified.

3. The estimated \$5,000 for biologist oversight as required by the Wisconsin Department of Transportation (WDNR) by Conservation Management Services of Hubertus, Wisconsin, is ratified.

4. If the expense for any of the above vendors causes that vendor to exceed \$25,000 in expenses for 2025, the corresponding vendor is approved to exceed \$25,000 in expenses for 2025.

5. Reimbursement for any of the damages shall be deposited into the Right-of-Way Asset Management capital account.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 14, 2025.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-2530
 Fax: 262-242-5042

www.cityofmequonwi.gov

Office of Fire/Ambulance

TO: Common Council
FROM: David Bialk, Fire Chief
DATE: October 14, 2025
SUBJECT: RESOLUTION 4236 A Resolution Approving the Annual Budget and Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute 66.0602(3)(h) for Fiscal Year 2026

Background

When the City of Mequon and the Village of Thiensville considered merging their fire departments, the goal was not only to improve operational efficiency but also to take advantage of an opportunity to exceed the State of Wisconsin's current levy limit. Under Wisconsin Statute 66.0602, a merged fire department is allowed to increase its levy beyond the typical limit-tied to a municipality's annual growth in net new construction by up to the Consumer Price Index (CPI) plus 2% for the levy-funded portion of its budget.

Analysis

To utilize the CPI + 2% levy increase permitted by statute, both communities must pass resolutions authorizing the merged department to do so. Based on the current formula, the Southern Ozaukee Fire & EMS Department is eligible for a 4.5% increase in its 2026 levy-funded budget. The proposed 2026 budget reflects this full allowable increase.

Fiscal Impact

A 4.5% budget adjustment results in a combined increase of \$84,682 for both municipalities. The increase is as follows:

- City of Mequon: \$71,497
- Village of Thiensville: \$13,185
- Total Increase: \$84,682

Recommendation

On September 10, the Board of Directors of the Southern Ozaukee Fire & EMS Department voted 6-0 to recommend adoption of the 2026 budget, including the 4.5% levy increase. A formal recommendation from the Public Safety Committee is forthcoming on October 14, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4236

A Resolution Approving the Annual Budget and Authorizing an Exception to the Levy Limit for Charges for the Southern Ozaukee Fire & Emergency Medical Services Department, Pursuant to Wisconsin Statute 66.0602(3)(h) for Fiscal Year 2026

RECITALS

A. The Wisconsin Legislature has established certain levy limits applicable to municipal taxing authorities under Wis. Stat. § 66.0602.

B. The City of Mequon is a participating member of the Southern Ozaukee Fire & Emergency Medical Services Agreement (the “Agreement”).

C. Pursuant to the Agreement, the Board of the Southern Ozaukee Fire & Emergency Medical Services Department (“SOFD”) has adopted a budget for the Department’s 2026 fiscal year.

D. Based upon the approved budget, and pursuant to the Agreement, Thiensville’s expected contribution will require it to exceed the levy limit applicable to the Village.

E. Wis. Stat. § 66.0602(3)(h) provides that levy limits otherwise applicable do not apply to the amount that a city or village may levy in that year to pay for charges assessed by a joint fire department, to the extent that the amount levied to pay for such charges would cause the city or village to exceed the applicable levy limit.

F. This exception to the levy limit applies only if the total charges assessed by the joint fire department for the current year increase, relative to the total charges assessed for the previous year, by a percentage that is less than or equal to the percentage change in the US Consumer Price Index for all urban customers, US city average, as determined by the US Department of Labor for the 12 months ending on August 31st of the year of the levy, plus 2%.

G. This exception to the levy limit further only applies if the governing body of each city and village served by the Southern Ozaukee Fire and Emergency Medical Services Department adopts a resolution in favor of exceeding such levy limit, as may be applicable.

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

1. SOFD's FY2026 budget is approved.
2. The City is in favor of exceeding the levy limit described and imposed by Wis.

Stat. § 66.0602 for charges assessed by the joint fire department, but only to the extent as authorized by Wis. Stat. § 66.0602(3)(h)2.a.

Approved by: Andrew Nerbun, Mayor

Date Approved: October 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on October 14, 2025.

Caroline Fochs, City Clerk