



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

www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE
Regular Meeting
Tuesday, February 10, 2026 - 6:00 PM
South Conference Room

Agenda

- 1) Call to Order and Roll Call**
- 2) Approval of Meeting Minutes**
 - a) Meeting minutes of December 9, 2025
 - b) Meeting minutes of January 13, 2026
- 3) Resolutions**
 - a) **RESOLUTION 4257** - A Resolution Authorizing Execution of a Donation and Dedication Agreement with Mequon Mayhem Fastpitch Softball for the Installation of Two (2) Dugout Covers at River Barn Park
 - b) **RESOLUTION 4258** - A Resolution Authorizing Execution of a Donation and Dedication Agreement with Mequon Heat Baseball for the Installation of Two (2) Dugout Covers at Rotary Park
 - c) **RESOLUTION 4266** - A Resolution Authorizing Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026
- 4) Discussion and Possible Action**
 - a) 2026 Work Plan
- 5) Adjourn**

DATED: February 10, 2026

/s/ Jeffrey Hansher, Chair

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 accommodation for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

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



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

www.cityofmequonwi.gov

Department of Public Works

PUBLIC WORKS COMMITTEE
Regular Meeting
Tuesday, December 9, 2025 - 6:00 PM
South Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Hansher at 6:00 p.m.

Present:

Chair Jeffrey Hansher
Alderman Kelly Tolocko
Alderman Peter Bratt

Also Present: Director of Public Works/City Engineer Lundeen, Assistant City Engineer McCraw, Utility Engineer Fulsas, DPW Administrative Assistant Honeck

2) Approval of Meeting Minutes

- a) Meeting minutes of November 11, 2025

MOTION:	Approval of November 11, 2025 Minutes
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

3) Resolutions

- a) **RESOLUTION 4248** - A Resolution Authorizing a Second Amendment to the

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

The committee approved a second amendment to the State/Municipal Financial Agreement with WisDOT for Mequon Road. The amendment includes repainting the green crosswalk at the Ozaukee Interurban Trail after repaving and removes preemption costs from the first amendment. The repainting will occur after repaving, anticipated around 2028.

MOTION:	Approval of Resolution 4248
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Kelly Tolocko
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- b) **RESOLUTION 4249** - A Resolution Supporting the Application for a Transportation Alternatives Program (TAP) Grant through the Wisconsin Department of Transportation (WisDOT) for Planning and Design of Sidepaths Along Portions of Donges Bay and Range Line Roads

Assistant City Engineer McCraw reviewed the application for a Transportation Alternatives Program (TAP) grant through WisDOT. The committee approved the resolution supporting the application, which focuses on sidepaths near schools and aligns with the city’s bike study. Grant decisions are expected in mid-2026.

MOTION:	Approval of Resolution 4249
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

4) Discussion and Possible Action

- a) Update to Standard Specifications for Land Development, Chapter 5.19

Utility Engineer Fulsas reviewed the proposed amendment to allow an alternate configuration for fire department connection requirements. The committee approved the amendment, which

provides two options to ensure safe separation of water sources and accommodate unique site constraints without compromising safety standards. Option A (double check valve inside the building) remains the preferred method, while Option B (valve in an external manhole) is now permitted when internal installation is impractical.

MOTION:	Approval of Standard Specifications for Land Development, Chapter 5.19
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Kelly Tolocko
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

b) Approval of a Streetlight at the Intersection of Riebs Lane and County Line Road

The committee approved installing a streetlight at the intersection of Riebs Lane and County Line Road. The request came from employees of nearby businesses for safety reasons, as many walk or use public transportation. Brown Deer supported the installation since streetlights at intersections are standard practice there.

MOTION:	Approval of a Streetlight at the Intersection of Riebs Lane and County Line Road
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

c) 2025 Work Plan

5) Adjourn

Motion to adjourn at 6:19 p.m.

MOTION:	Adjourn
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt

AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

Respectfully Submitted,
Kaitlynn Honeck



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

www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE
Regular Meeting
Tuesday, January 13, 2026 - 6:00 PM
South Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was not called to order due to the absence of a quorum.

Respectfully Submitted,
Kaitlynn Honeck



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

www.cityofmequonwi.gov

Buildings and Grounds

TO: Public Works Committee
FROM: Justin Bodoh, Building Superintendent
DATE: February 10, 2026
SUBJECT: RESOLUTION 4257 - A Resolution Authorizing a Donation and Dedication Agreement with Mequon Mayhem Fastpitch Softball for the Installation of New Dugout Covers at River Barn Park

Background

Mequon Mayhem is a fastpitch softball organization based in Mequon, Wisconsin, and has utilized River Barn Park for softball programming and games for many years. The organization has an established history of partnership with the City through its regular use of City athletic fields and prior privately funded park improvements.

Previously, Mequon Mayhem has installed dugout covers on other baseball/softball fields at River Barn Park, which were constructed at no cost to the City and subsequently dedicated to the City. These improvements have enhanced player safety and field usability while demonstrating Mequon Mayhem's ability to successfully complete similar projects in coordination with City staff.

The current request involves the installation of new dugout covers on Field 1 at River Barn Park. The proposed improvements are consistent with prior installations completed by Mequon Mayhem and follow the same donation and dedication framework previously accepted by the City.

Based on Mequon Mayhem's long-standing use of River Barn Park, prior successful installations, and continued collaboration with City staff, approval of the Development and Dedication Agreement for the dugout covers on Field 1 is recommended.

Analysis

Mequon Mayhem proposes to install two dugout covers on Field 1 at River Barn Park at its sole cost and expense. The work will be completed by SMB Landscaping at a total project cost of \$15,000. No City funds are being requested or obligated for the design or construction of the improvements.

The proposed dugout covers are consistent with similar improvements previously installed at River Barn Park by Mequon Mayhem and are intended to enhance player safety, weather protection, and overall field usability. The City has reviewed the general scope of work and determined that the improvements are appropriate for a community park setting.

Upon completion and City acceptance of the project, the dugout covers will be dedicated to the City. While the City will assume ownership and long-term maintenance responsibilities

following dedication, these obligations would not exist absent the privately funded improvements. Mequon Mayhem has agreed to donate the improvements and participate in ongoing maintenance contributions as outlined in the Development and Dedication Agreement.

The project will be constructed under City oversight and will be subject to all required permits, inspections, and approvals. Based on the privately funded nature of the improvements, the reasonable construction cost, and Mequon Mayhem's successful history of completing similar projects at River Barn Park, staff finds the proposal to be fiscally responsible and in the best interest of the City.

Approval of the Development and Dedication Agreement allows the City to receive a \$15,000 capital improvement at no upfront cost, while maintaining appropriate control over construction standards, future use, and long-term park planning.

Fiscal Impact

There is no fiscal impact to the City of Mequon associated with the design or construction of the dugout covers. All costs related to the installation will be fully funded by Mequon Mayhem. No City funds are requested or required for this project.

Recommendation

The Park and Open Space Board unanimously recommended approval of the resolution at its meeting on January 21, 2026. A further recommendation is forthcoming from the Public Works Committee on February 10, 2026.

Attachments:

DEVELOPMENT and DEDICATION AGREEMENT Mayhem

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4257

RESOLUTION 4257 - A Resolution Authorizing Execution of a Donation and Dedication Agreement with Mequon Mayhem Fastpitch Softball for the Installation of Two (2) Dugout Covers at River Barn Park

RECITALS

- A. The City owns active and passive use parklands for the use and enjoyment of its residents, and other users.
- B. The Park & Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.
- C. The Mequon Mayhem has offered to donate dugout covers at River Barn Park.
- D. Mequon Mayhem estimates the cost of this infrastructure at approximately \$15,000.
- E. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.
- F. Mequon Mayhem and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

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

1. The City be and is hereby authorized to accept the donated infrastructure of the River Barn Dugout Covers from Mequon Mayhem, with its grateful appreciation.
2. Upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to Mequon Mayhem from the City, Mequon Mayhem shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes.
3. The appropriate parties are authorized to execute the Dedication Agreement between Mequon Mayhem and the City as attached to this resolution subject to any typographical, technical or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 10, 2026.

Caroline Fochs, City Clerk

**DEVELOPMENT and DEDICATION AGREEMENT FOR
DUGOUT COVERS IMPROVEMENTS AT RIVER BARN PARK**

THIS DEVELOPMENT and DEDICATION AGREEMENT (“Agreement”), made as of the 10th day of February, 2026, by and between Mequon Mayhem and the City of Mequon, Wisconsin (“CITY”) (referred to individually, each of the foregoing is a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, River Barn is part of the CITY’s park system and is under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY’s Comprehensive Park, Recreation & Open Space Plan (“Park Plan”) identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies River Barn Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for River Barn Park within the Park Plan; and

WHEREAS, Mequon Mayhem utilizes multiple baseball fields at River Barn Park; and

WHEREAS, Mequon Mayhem has indicated a need for dugout covers as a means to add recreational opportunities for youth, families, and local teams in a safe and structured environment, (the “Project”); and

WHEREAS, Mequon Mayhem proposes to install two dugout covers at one of the baseball fields in River Barn Park at its sole cost of construction; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the Mequon Mayhem Project, the City would not incur these maintenance costs; and

WHEREAS, Mequon Mayhem has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

WHEREAS, Mequon Mayhem has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Mequon Mayhem shall construct, at its sole cost and expense, the Project within River Barn Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by Mequon Mayhem under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) Mequon Mayhem shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from Mequon Mayhem, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to Mequon Mayhem at River Barn Park for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. Mequon Mayhem shall be responsible for ensuring that all needed utilities are provided to the Property, including but not necessarily limited to electricity. Mequon Mayhem shall be solely responsible for any expenses related to such utility installation.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.

11. The “Sponsor Logo” as shown in Exhibit A is subject to the terms of a policy of the Park and Open Space Board that is not yet approved which may include revenue sharing between the parties. Mequon Mayhem agrees to leave the “Sponsor Logo” portion of the sign empty until the policy language has been established, at which point it may request approval, subject to the policy terms.

12. Mequon Mayhem shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

13. Should CITY renovate River Barn Park to the extent that the dugouts are impacted, Mequon Mayhem is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The CITY makes the following representations and warranties:

1. CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

2. CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Mequon Mayhem's purposes or needs.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Mequon Mayhem makes the following representations and warranties:

1. Mequon Mayhem is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. Mequon Mayhem will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy

conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Mequon Mayhem is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. Insurance. Mequon Mayhem or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. Mequon Mayhem further understands and agrees that any builders risk coverage is its responsibility.

5. Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Mequon Mayhem or its contractors, subcontractors or materialmen in their performance of this Agreement or from Mequon Mayhem failure to comply with any of the provisions of this Agreement or of law, Mequon Mayhem shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to Mequon Mayhem promptly, in writing, notice of the alleged loss, damage or injury.

6. The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. The Mequon Mayhem shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

7. Mequon Mayhem acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for

CITY to permit the construction of such improvements upon CITY-owned real property.

8. Mequon Mayhem acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder.

1. Any representation or warranty made by Mequon Mayhem or the CITY in this Agreement, or any document or financial statement delivered by Mequon Mayhem pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

2. Except as provided for in (1), Mequon Mayhem or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

3. Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

4. If Mequon Mayhem shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of

the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Mequon Mayhem shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against Mequon Mayhem under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Mequon Mayhem. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by Mequon Mayhem, shall be paid by Mequon Mayhem to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
2. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.
3. Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.
4. Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.
5. No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.
6. Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

8. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Mequon Mayhem is addressed to or delivered personally to:

Chad Wirth
PO Box 633
Thiensville, WI 53092

(b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Stafford Rosenbaum Attorneys, LLP
1200 N. Mayfair Rd, Ste 430
Milwaukee, WI 53226

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

9. Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

10. Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing Mequon Mayhem, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

11. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
Andrew Nerbun, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon Mayhem

Dated: _____

BY: _____



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

www.cityofmequonwi.gov

Buildings and Grounds

TO: Public Works Committee
FROM: Justin Bodoh, Building Superintendent
DATE: February 10, 2026
SUBJECT: RESOLUTION 4258 - A Resolution Authorizing a Donation and Dedication Agreement with Mequon Heat for Dugout Covers at Rotary Park

Background

Mequon Heat is a baseball organization based in Mequon, Wisconsin, and has utilized Rotary Park for programming and games for many years. The organization has an established history of partnership with the City through its regular use of City athletic fields and prior privately funded park improvements. Previously, Mequon Heat has installed dugout covers on other baseball/softball fields at Rotary Park, which were constructed at no cost to the City and subsequently dedicated to the City. These improvements have enhanced player safety and field usability while demonstrating Mequon Heat's ability to successfully complete similar projects in coordination with City staff. The current request involves the installation of new dugout covers on Central Field at Rotary Park. The proposed improvements are consistent with prior installations completed by Mequon Heat and follow the same donation and dedication framework previously accepted by the City. Based on Mequon Heat's long-standing use of Rotary Park, prior successful installations, and continued collaboration with City staff, approval of the Development and Dedication Agreement for the dugout covers on Central Field is recommended.

Analysis

Mequon Heat proposes to install two dugout covers on Central Field at Rotary Park at its sole cost and expense. The work will be completed by SMB Landscaping at a total project cost of \$15,000. No City funds are being requested or obligated for the design or construction of the improvements. The proposed dugout covers are consistent with similar improvements previously installed at Rotary Park by Mequon Heat and are intended to enhance player safety, weather protection, and overall field usability. The City has reviewed the general scope of work and determined that the improvements are appropriate for a community park setting. Upon completion and City acceptance of the project, the dugout covers will be dedicated to the City. While the City will assume ownership and long-term maintenance responsibilities following dedication, these obligations would not exist absent the privately funded improvements. Mequon Heat has agreed to donate the improvements and participate in ongoing maintenance contributions as outlined in the Development and Dedication Agreement. The project will be constructed under City oversight and will be subject to all required permits, inspections, and approvals. Based on the privately funded nature of the improvements, the reasonable construction cost, and Mequon Heat's successful history of completing similar projects at Rotary Park, staff finds the proposal to be fiscally responsible and in the best interest of the City. Approval of the Development and Dedication Agreement allows the City to receive a \$15,000

capital improvement at no upfront cost, while maintaining appropriate control over construction standards, future use, and long-term park planning.

Fiscal Impact

There is no fiscal impact to the City of Mequon associated with the design or construction of the dugout covers. All costs related to the installation will be fully funded by Mequon Heat. No City funds are requested or required for this project.

Recommendation

The Park and Open Space Board unanimously recommended approval of the resolution at its meeting on January 21, 2026. A further recommendation is forthcoming from the Public Works Committee on February 10, 2026.

Attachments:

DEVELOPMENT and DEDICATION AGREEMENT ROTARY PARK Attachment

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4258

RESOLUTION 4258 - A Resolution Authorizing Execution of a Donation and Dedication Agreement with Mequon Heat Baseball for the Installation of Two (2) Dugout Covers at Rotary Park

RECITALS

- A. The City owns active and passive use parklands for the use and enjoyment of its residents, and other users.
- B. The Park & Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.
- C. The Mequon Heat has offered to donate dugout covers at Rotary Park.
- D. Mequon Heat estimates the cost of this infrastructure at approximately \$15,000.
- E. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.
- F. Mequon Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

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

1. The City be and is hereby authorized to accept the donated infrastructure of the Rotary Park Central Dugout Covers from Mequon Heat, with its grateful appreciation.
2. Upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to Mequon Heat from the City, Mequon Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes.
3. The appropriate parties are authorized to execute the Dedication Agreement between Mequon Heat and the City as attached to this resolution subject to any typographical, technical or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 10, 2026.

Caroline Fochs, City Clerk

**DEVELOPMENT and DEDICATION AGREEMENT FOR DUGOUT COVERS
IMPROVEMENTS AT ROTARY PARK**

THIS DEVELOPMENT and DEDICATION AGREEMENT (“Agreement”), made as of the 10th day of February 2026, by and between Mequon Heat and the City of Mequon, Wisconsin (“CITY”) (referred to individually, each of the foregoing is a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Rotary is part of the CITY’s park system and is under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY’s Comprehensive Park, Recreation & Open Space Plan (“Park Plan”) identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies Rotary Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for Rotary Park within the Park Plan; and

WHEREAS, Mequon Heat utilizes multiple baseball fields at Rotary Park; and

WHEREAS, Mequon Heat has indicated a need for dugout covers as a means to add recreational opportunities for youth, families, and local teams in a safe and structured environment, (the “Project”); and

WHEREAS, Mequon Heat proposes to install two dugout covers at one of the baseball fields in Rotary Park at its sole cost of construction; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the Mequon Heat Project, the City would not incur these maintenance costs; and

WHEREAS, Mequon Heat has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

WHEREAS, Mequon Heat has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. Mequon Heat shall construct, at its sole cost and expense, the Project within Rotary Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by Mequon Heat under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) Mequon Heat shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from Mequon Heat, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to Mequon Heat at Rotary Park for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. Mequon Heat shall be responsible for ensuring that all needed utilities are provided to the Property, including but not necessarily limited to electricity. Mequon Heat shall be solely responsible for any expenses related to such utility installation.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.

11. The “Sponsor Logo” as shown in Exhibit A is subject to the terms of a policy of the Park and Open Space Board that is not yet approved which may include revenue sharing between the parties. Mequon Heat agrees to leave the “Sponsor Logo” portion of the sign empty until the policy language has been established, at which point it may request approval, subject to the policy terms.

12. Mequon Heat shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

13. Should CITY renovate Rotary Park to the extent that the dugouts are impacted, Mequon Heat is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

The CITY makes the following representations and warranties:

1. CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

2. CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Mequon Heat's purposes or needs.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Mequon Heat makes the following representations and warranties:

1. Mequon Heat is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

2. Mequon Heat will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances,

approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

3. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Mequon Heat is now a party or by which it is bound, or constitutes a default under any of the foregoing.

4. Insurance. Mequon Heat or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. Mequon Heat further understands and agrees that any builders risk coverage is its responsibility.

5. Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Mequon Heat or its contractors, subcontractors or materialmen in their performance of this Agreement or from Mequon Heat failure to comply with any of the provisions of this Agreement or of law, Mequon Heat shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to Mequon Heat promptly, in writing, notice of the alleged loss, damage or injury.

6. The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. The Mequon Heat shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

7. Mequon Heat acknowledges and agrees that it is not entitled to any just compensation

for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

8. Mequon Heat acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder.

1. Any representation or warranty made by Mequon Heat or the CITY in this Agreement, or any document or financial statement delivered by Mequon Heat pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

2. Except as provided for in (1), Mequon Heat or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

3. Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

4. If Mequon Heat shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay

on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Mequon Heat shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against Mequon Heat under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Mequon Heat. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by Mequon Heat, shall be paid by Mequon Heat to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

2. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

3. Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

4. Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

5. No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

6. Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

8. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Mequon Heat is addressed to or delivered personally to:

Jennifer Wirth
PO Box 633
Thiensville, WI 53092

(b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Stafford Rosenbaum Attorneys, LLP
1200 N. Mayfair Rd, Ste 430
Milwaukee, WI 53226

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

9. Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

10. Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing Mequon Heat, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

11. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
Andrew Nerbun, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon Heat

Dated: _____

BY: _____



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

www.cityofmequonwi.gov

Public Works

TO: Public Works Committee
FROM: Timothy Weyker, Deputy Director Public Works
Cole McCraw, Assistant City Engineer
DATE: February 10, 2026
SUBJECT: RESOLUTION 4266 - A Resolution Authorizing Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026

Background

Policy Statement 11 Purchasing Policy, Section C. "Contracts for Services" requires Common Council approval for expenditures with a single vendor which exceed \$25,000. This applies to cumulative expenditure across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval. Several of the vendors below are specific to Public Works operations.

Additionally, several vendors below are utilized for construction inspection and engineering consulting services. There are potential overlapping construction timelines that may require inspection and review services beyond the availability of City staff. Potential projects slated for 2026 construction include: The Enclave at Mequon Preserve Phase IX, Riverland Meadows, and Foxtown Townhomes II. City staff will also need to accommodate inspections for City projects. Staff capacity will be limited if multiple projects are underway. To date, the specific construction schedules have not been determined for most of the proposed development projects.

As developments request inspection or plan review services, City staff will contact the firms on a case-by-case basis for inspections, if the services cannot be provided by City staff. The consultant with the lowest rates will be contacted first when services are needed, whenever possible. If the lowest-rate consultant cannot perform the services, the consultant with the next lowest rates will be contacted until an identified firm can perform the services.

For all projects already in progress, staff will utilize the same consultant when practical.

Analysis

Throughout the Public Works Department within the 2026 Fiscal Year, staff identified the following vendors anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC - Tree Removal
- Egelhoff's Lawn Mower Service, Inc. - Mowers, Chainsaws, and Other Power Equipment Supplies and Repair
- Ennis Paint, Inc. - Paint & Supplies for Road & Lot Pavement Marking
- Frank D. Gillitzer Electric Company Ltd. - Streetlight and Traffic Signal Maintenance/Repair, Water and Sewer Utility Work at Booster Pumps and Lift Stations, and Electric Maintenance/Repair at City Buildings

- Lannon Stone Products, Inc. - Aggregate Supplier
- Western Culvert & Supply, Inc. - Driveway and Crossroad Culverts
- Traffic & Parking Control Company, Inc. - Traffic Signal Parts & Repair
- J. F. Ahern Company - HVAC Repair
- Edward H. Wolf & Sons, Inc. - Unleaded Gasoline & Diesel Fuel
- Compass Minerals America, Inc. - Road Salt
- Amazon Capital Services, Inc. - Internet Based Business Vendor
- Ener-Con Inc. - Brush Grinding & Wood Chip Processing
- Perfect Circle Tire, LLC - Tires
- Kapur & Associates, Inc. - Construction Inspection and Consulting Services
- GRAEF USA- Construction Inspection and Consulting Services
- DB Sterlin Consultants, Inc. (Formerly M-Squared) - Construction Inspection and Consulting Services
- R.A.Smith, Inc. - Construction Inspection and Consulting Services
- Ruekert & Mielke, Inc. - Construction Inspection and Consulting Services

As noted, the individual projects do not require Common Council authorization, only approval to exceed \$25,000 with the named vendors.

Additionally, GRAEF is performing continuing work on the City's stormwater modeling to meet requirements of the City's MS4 permit with the Department of Natural Resources (DNR), which may result in the vendor exceeding \$25,000 in combination with other inspection and consulting services.

Fiscal Impact

There is no fiscal impact from this action. Anticipated expenditures will occur within each approved division's budget, or within allocated capital spending. Each individual purchase or service not specified within the resolution will follow the City of Mequon Purchasing Policy.

Additionally, construction inspection and consulting services relating to development are a pass-through cost to developers, so there is no fiscal impact to the City. With the potential that the contracts may total more than \$25,000, staff is seeking Common Council approval. Copies of the applicable rate sheets for construction inspections firms/services are attached.

Recommendation

A recommendation is forthcoming from the Public Works Committee on February 10, 2026.

Attachments:

2026 Construction Inspection Services Hourly Rates

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4266

RESOLUTION 4266 - A Resolution Authorizing Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026

RECITALS

A. Section C of Mequon's Financial Policy Statement 11 relating to Contracts for Services requires Common Council approval for expenditures with a single vendor which exceed \$25,000.

B. This applies to cumulative expenditures across the City even where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

C. For the 2026 fiscal year, the Public Works Department anticipates that budgeted expenditures with the following vendors will exceed \$25,000 each:

- Branch Out Land Clearing, LLC (Vendor 12644)
- Egelhoff's Lawn Mower Service, Inc. (Vendor 10321)
- Ennis Paint, Inc. (Vendor 12352)
- Frank D Gillitzer Electric Company Ltd. (Vendor 10428)
- Lannon Stone Products, Inc. (Vendor 10625)
- Western Culvert & Supply, Inc. (Vendor 11266)
- Traffic & Parking Control Company, Inc. (Vendor 11151)
- J. F. Ahern Company (Vendor 10022)
- Edward H. Wolf & Sons, Inc. (Vendor 13013)
- Compass Minerals America, Inc. (Vendor 12230)
- Amazon Capital Services, Inc. (Vendor 12651)
- Ener-Con Inc. (Vendor 12505)
- Perfect Circle Tire LLC (Vendor 12856)
- Kapur & Associates, Inc. (Vendor 10585)
- GRAEF USA (Vendor 10445)
- DB Sterlin Consultants, Inc. (Vendor to be assigned)
- R.A. Smith, Inc. (Vendor 11062)
- Ruckert & Mielke, Inc. (Vendor 10995)

D. The City has ongoing required updates to its stormwater modeling due to DNR-issued MS4 requirements, which may result in GRAEF USA exceeding \$25,000 in FY2026 in combination with other contracts.

E. The City has sufficient funds in Project budget 10028 (Master Stormwater) for MS4-required updates to the City's stormwater modeling.

F. Notwithstanding this approval to exceed \$25,000 per vendor, each individual purchase or service during the remainder of Fiscal Year 2026 shall comply with the remaining

requirements of the City of Mequon Purchasing Policy.

G. The Public Works Committee recommended approval of this Resolutuion at its meeting on February 10, 2026.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that staff is authorized to exceed the expenditure limit of \$25,000 and execute contracts during the 2026 Fiscal Year with: Branch Out Land Clearing, LLC, Egelhoff’s Lawn Mower Service, Inc., Ennis Paint, Inc., Frank D. Gillitzer Electric Company Ltd., Lannon Stone Products, Inc., Western Culvert & Supply, Inc., Traffic & Parking Control Company, Inc., J. F. Ahern Company, Edward H. Wolf & Sons, Inc., Compass Minerals America, Inc., Amazon Capital Service, Inc., Ener-Con Inc., Perfect Circle Tire, LLC, Kapur & Associates, Inc., GRAEF USA, DB Sterlin Consultants, Inc., R.A. Smith, Inc., and Ruekert & Mielke, Inc.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 10, 2026.

Caroline Fochs, City Clerk

Billing Rates by Classification 2026

Labor Classification	2026 Billing Rate
Administration	\$ 181.16
Administrative Support	\$ 92.16
CADD Manager	\$ 242.58
CADD Technician I	\$ 93.28
CADD Technician II	\$ 124.49
CADD Technician III	\$ 144.89
Civil Engineering Technician II	\$ 128.28
Civil Engineering Technician III	\$ 156.58
Civil Project Engineer I	\$ 182.31
Civil Project Engineer II	\$ 202.19
Civil Project Engineer III	\$ 228.45
Construction Engineer I	\$ 114.56
Construction Engineer II	\$ 135.17
Construction Engineer III	\$ 166.07
Construction Project Engineer I	\$ 170.97
Construction Project Engineer II	\$ 189.23
Construction Project Engineer III	\$ 215.46
Construction Project Engineer IV	\$ 249.98
Construction Project Technician II	\$ 230.73
Construction Project Technician IV	\$ 372.43
Construction Technician I	\$ 114.08
Construction Technician II	\$ 148.19
Construction Technician III	\$ 167.76
Construction Technician IV	\$ 184.11
Document Control Specialist I	\$ 99.80
Document Control Specialist II	\$ 134.73
Document Control Specialist III	\$ 152.55
Engineer I	\$ 115.15
Engineer II	\$ 131.46
Engineer III	\$ 153.73
Engineer IV	\$ 165.49
Engineering Technician	\$ 158.57
Intern	\$ 62.79
Operations Assistant	\$ 82.21
Planner I	\$ 106.02
Planner II	\$ 150.16
PMO Analyst I	\$ 120.93



2026 Personnel-Specific Construction Inspection Hourly Rates

Madalyn Koel, Construction Technician I	\$ 90.00
Sarah Bequest, Construction Technician II	\$ 108.00
Brendan Weber, EIT, Construction Engineer I	\$ 110.00
Theodore Grover, Construction Technician II	\$ 116.00
Daniel Chyko, Construction Engineer II	\$ 130.00
Robert Dreblow, PE & PLS (ret.), Construction Engineer IV	\$ 135.00
John Laning, P.E., Department Head, Group Leader	\$ 215.00

DB Sterlin + M² Engineering

123 N. Wacker Dr., Suite 2000 | Chicago, Illinois 60606 | 312-857-1006
N19 W6719 Commerce Ct. | Cedarburg, Wisconsin 53012 | 262-376-4246
500 Park Blvd., Suite 775 | Itasca, Illinois 60143 | 312-429-4976



collaborāte / formulāte / innovāte

PROFESSIONAL SERVICES 2026 FEE SCHEDULE (effective January 1, 2026)

CLASSIFICATION	RATE
Managing Principal (P10)	\$ 355.00
Senior Group Manager (P9)	\$ 269.00
Group Manager (P8)	\$ 246.00
Senior Professional (P7)	\$ 233.00
Professional (P6)	\$ 222.00
Professional (P5)	\$ 210.00
Professional (P4)	\$ 196.00
Professional (P3)	\$ 180.00
Professional (P2)	\$ 162.00
Professional (P1)	\$ 136.00
Senior Technician/Inspector (T6)	\$ 182.00
Senior Technician/Inspector (T5)	\$ 166.00
Senior Technician/Inspector (T4)	\$ 156.00
Technician/Inspector (T3)	\$ 140.00
Technician/Inspector (T2)	\$ 124.00
Technician/Inspector (T1)	\$ 103.00
Survey Crew - 1 Person	\$ 194.00
Survey Crew - 2 Person	\$ 270.00
Administrative	\$ 99.00

Automobile travel will be billed at the current federal rate of 72.5 cents per mile.
 Survey vehicles will be billed at \$1.36 per mile.
 Expenses such as travel and supplies will be billed at actual cost.
 Contracted services and consultants will be billed at cost plus 5 percent.

2026 MUNICIPAL RATE SCHEDULE

Title	Description	Rate
Principal	Company Supervisor	\$225
Project Manager	Oversees project and personnel	\$195
Project Engineer III	PE and 12 years of experience or equivalent, meetings, project coordination, plan reviews	\$175
Project Engineer II	PE and 8 years of experience or equivalent, meetings, project coordination, plan reviews	\$145
Project Engineer I	PE and 4 years of experience, general engineering	\$130
Staff Engineer II	Engineer, 6 years of experience, general engineering	\$135
Staff Engineer I	Engineer, general engineering	\$120
Tech III	12 years of experience in drafting, GIS or construction inspection	\$135
Tech II	8 years of experience in drafting, GIS or construction inspection	\$120
Tech I	Drafting, GIS or construction inspection	\$100
Project Surveyor	PS & 8 years of experience or equivalent, survey start-up, research, crew scheduling, platting	\$170
Survey Crew	Field surveyor	\$160
Environmental Scientist II	8 years of experience, Erosion control, plan review, Phase I, Phase II	\$140
Environmental Scientist I	Erosion control, plan review, Phase I, Phase II	\$110
Landscape Architect	Design and plan reviews	\$145
Administrative Assistant	Office tasks	\$90



raSmith 2026 Construction Inspection Services Rates.

Resident Inspector	\$110.00/Hour
Construction Manager	\$174.00/Hour
CADD Technician	\$125.00/Hour

Ruekert – Mielke 2026 Construction Inspection Services Rates.

Construction Review Technician 2	\$119.00/Hour
Senior Construction Review	\$135.00/Hour

**Public Works Committee
2026 Work Plan (February 10, 2026)**

Month	Agenda Topics
February	<ul style="list-style-type: none"> • Resolution: Authorization of Various Vendors in Excess of \$25,000 • Resolution: Authorizing a Donation and Dedication Agreement with Mequon Mayhem for Dug Out Covers at River Barn Park • Resolution: Authorizing a Donation and Dedication Agreement with Mequon Heat for Dug Out Covers at Rotary Park
March	<ul style="list-style-type: none"> • <i>Tentative:</i> Resolution: 2026-2029 Landscape Contract Award • <i>Tentative:</i> Resolution: Road Program Contract Award • <i>Tentative:</i> Fiesta Lane drainage CIP item closeout/conclusion • <i>Tentative:</i> Drainage CIP Prioritization
April	<ul style="list-style-type: none"> • <i>Tentative:</i> Resolution: Cracksealing Contract Award • <i>Tentative:</i> Resolution: Seal Coating Contract Award
October	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Enterprise Lease Annual Report
November	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Road Program Recap

Future Agenda Topics

- Fiesta Lane drainage CIP item closeout/conclusion
- DPW Division Annual Report Presentations
- Drainage CIP Prioritization
- Policy language for structures (i.e. Little Free Library) within the building setback
- Update to Standard Specifications for Land Development

2026 Completed Items:

<ul style="list-style-type: none"> • Resolution: Authorizing Termination of the City's Existing Contract and Award of the Contract to Vanguard Cleaning Systems* <i>*Forwarded to Common Council without action due to lack of a quorum</i> • 	<ul style="list-style-type: none"> •
--	---