



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2914
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www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, February 10, 2026
Christine Nuernberg Hall
7:30 PM**

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
- b) City Administrator

7) Consent Agenda:

- a) Architectural Board meeting minutes of December 8, 2025
- b) Common Council meeting minutes of January 13, 2026
- c) Economic Development Board meeting minutes of November 18, 2025
- d) Finance-Personnel Committee meeting minutes of December 9, 2025
- e) Park & Open Space Board meeting minutes of October 25, 2025
- f) Planning Commission meeting minutes of December 1, 2025
- g) **RESOLUTION 4259 - A Resolution Approving a Certified Survey Map for the Property Located at 14325 North Granville Road and Accepting the Dedication of 3.22 Acres of Public Right-of-Way Along North Granville Road and West Pioneer Road; Recommended by Planning Commission January 26, 2026.**

- h) **RESOLUTION 4260** - A Resolution Authorizing a First Amendment to the Development Agreement for Phase IX of The Enclave at Mequon Preserve Subdivision with Mequon I LLC; **Recommended by Planning Commission January 26, 2026.**
- i) **RESOLUTION 4261** - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day; **Recommendation Forthcoming by Public Welfare Committee February 10, 2026.**
- j) **RESOLUTION 4262** - A Resolution Designating Mequon, Wisconsin, as a Bee City USA; **Recommendation Forthcoming by Public Welfare Committee February 10, 2026.**

8) **Ordinances:** None

9) **Resolutions:**

- a) **RESOLUTION 4263** - A Resolution Approving the 2026 Brush Site Operation Permit Fees, Schedule, and Regulations; **Recommendation Forthcoming by Committee of the Whole February 10, 2026.**
- b) **RESOLUTION 4264** - A Resolution Approving an Agreement for Municipal Prosecution Services During Fiscal Years 2026-27 with Houseman & Feind, LLP, of Grafton, Wisconsin; **Recommendation Forthcoming by Finance-Personnel Committee February 10, 2026.**
- c) **RESOLUTION 4265** - A Resolution Approving Execution of a Three-Year Service Agreement for Utility Bill Printing and Mailing with Primadata, LLC Green Bay, Wisconsin; **Recommendation Forthcoming by Finance-Personnel Committee February 10, 2026.**
- d) **RESOLUTION 4266** - A Resolution Authorizing Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026; **Recommendation Forthcoming by Public Works Committee February 10, 2026.**
- e) **RESOLUTION 4257** - A Resolution Authorizing a Donation and Dedication Agreement with Mequon Mayhem for Dugout Covers at River Barn Park; **Recommended by Park and Open Space Board January 21, 2026; Further Recommendation Forthcoming by Public Works Committee February 10, 2026.**
- f) **RESOLUTION 4258** - A Resolution Authorizing a Donation and Dedication Agreement with Mequon Heat for Dugout Covers at Rotary Park; **Recommended by Park and Open Space Board January 21, 2026; Further Recommendation Forthcoming by Public Works Committee February 10, 2026.**

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

11) **Specified New Business:** None

12) **Adjourn**

Dated: February 10, 2026

/s/ Andrew Nerbun, Mayor

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



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INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, December 8, 2025
6:00 PM
Christine Nuernberg Hall – Common Council Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, John Mikkelson, Michael Wade,
Tom Irvin, Curtis Helm, Janet Ehn, Ann Scherzinger

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from November 10, 2025, meeting were approved by District Representative Janet Ehn and scndoned by District Representative Tom Irvin.

Minutes pass unanimously.

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 1 6:00 pm	Addition: 3-Car Garage, Kitchen, Family Room & Master Suite	Brittany Qualley 9111 W. Hawthorne Road Subd: N/A	Contractor: Reflective Contracting Services Architect: Architectural Designs
Moved to Approve: <u>Helm</u> Seconded by: <u>Irvin</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the condition that since the front stone element did not end on an inside corner, the stone will be replaced with siding to match.				
2)	Dist. 3 6:10 pm	New Single-Family Residence	Veridian Homes LLC 8217 W. Bluebird Court Subd: The Enclave	Contractor: Veridian Homes Architect: Veridian Homes
Moved to Approve: <u>Irvin</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				
3)	Dist. 4 6:15 pm	New Single-Family Residence	Deon & Maria Horton Lot #45 Migratory Lane Subd: Swan Ridge Farms	Contractor: Kaerek Homes, Inc. Architect: Kaerek Homes, Inc.
Moved to Approve: <u>Irvin</u> Seconded by: <u>Scherzinger</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the following conditions: 1. Addition of windows on first and second floor, left elevation. 2. Option: On rear elevation replace 3-window set with 2-window set.				

4)	Dist. 4 6:20 pm	New Single-Family Residence	Redford Builders LLC 9744 N. Migratory Court Subd: Swan Ridge Farms	Contractor: Espire Homes, Inc. Architect: Espire Homes, Inc.
Moved to Approve: <u>Reed</u> Seconded by: <u>Ehn</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

5)	Dist. 4 6:25 pm	New Single-Family Residence	Justin & Karin Leifeld 9357 W. Huntington Drive Subd: Swan Ridge Farms	Contractor: Korndoerfer Homes Architect: SHP Design
Moved to Approve: <u>Mikkelson</u> Seconded by: <u>Irvin</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the following conditions: 1. Add 2-wide transom windows in master closet on right elevation. 2. Note: Upper grids on front windows will match all other windows – drawing error.				

6)	Dist. 5 6:30 pm	New Single-Family Residence	Jordan & Zoe Miller 12967 N. Mockingbird Court Subd: Highland Meadows	Contractor: Allan Builders Architect: David Pluim
Moved to Approve: <u>Irvin</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

7)	Dist. 5 6:35 pm	New Single-Family Residence	Daniel & Brittany Soleimani 1573 W. Falcon Court Subd: Highland Meadows	Contractor: Allan Builders Architect: David Pluim
Moved to Approve: <u>Wade</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

8)	Dist. 6 6:40 pm	New Single-Family Residence	Edith Lepgold and Craig Pfister 10490 N. Pine Tree Circle Subd: Eschrich Park	Contractor: Korndoerfer Homes Architect: SHP Design
Moved to Approve: <u>Irvin</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Approved-7, Opposed-1; (*Reed)</u> Conditions: Plans approved as submitted / (*Lack of window on garage stone wall)				

9)	Dist. 8 6:45 pm	New Single-Family Residence	Stacy Buening and David Heiny 3101 W. Hidden Lake Road Subd: Wright Lake Propert.	Contractor: Victory Homes of WI Architect: David Pluim
Moved to Approve: <u>Apfelbach</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

10)	Dist. 8 6:50 pm	Outbuilding	Michael Johnson 10111 N. Sheridan Drive Subd: Fairy Chasm	Contractor: Coach House Homes Architect: North Drawn Design
Moved to Approve: <u>Irvin</u> Seconded by: <u>Apfelbach</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the condition that all windows for the outbuilding should match windows in the main house.				
11)	Dist. 8 7:00 pm	Addition: Sunroom, Bedrooms and Bathroom	Ethan Handler 709 W. Haddonstone Place Subd: Haddonstone	Contractor: Entech Builders Architect: Entech Builders
Moved to Approve: <u>Reed</u> Seconded by: <u>Scherzinger</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the condition that siding and roofing match existing.				
12)	Dist. 8 7:10 pm	Resubmittal: Shed (Tabled at 11/10/25 AB Meeting)	Eric & Margaret Miller 616 E. Circle Road Subd: Lake Michigan Est.	Contractor: Auchter Construct. Architect: Jeremy Hartline
Moved to Deny: <u>Reed</u> Seconded by: <u>Irvin</u> Approved: <u>No - Denied</u> Vote: <u>Unanimous</u> Conditions: Resubmittal was denied				

13)	Dist. 6 7:20 pm	Resubmittal: New Single-Family Residence (Tabled at 10/13/25 AB Meeting)	Vitaliy Gorelik 12345 N. East Shoreland Dr. Subd: River Oaks Estates	Contractor: J&J Custom Homes Architect: Chris Egner
Moved to Approve: <u>Reed</u> Seconded by: <u>Scherzinger</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Resubmitted plans approved.				

4. **Motion to Adjourn:**

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

A vote was taken; vote passed unanimously.
Meeting adjourned at 6:56 p.m.



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**COMMON COUNCIL
Regular Meeting
Tuesday, January 13, 2026 - 7:30 PM
Christine Nuernberg Hall**

MINUTES

1) Call to Order

The meeting was called to order by Mayor Nerbun at 7:58 p.m.

2) Pledge of Allegiance

3) Roll Call

Present: Mayor Nerbun, Alderman Strzelczyk, Alderman Tolocko, Alderman Mayr, Alderman Hansher, Alderman Bach, Alderman Parrish, Alderman Gebhardt
Alderman Bratt - EXCUSED

Also present: City Administrator William Jones, Assistant City Administrator Jessica Wolff, Finance Director Brenda Arnett, City Clerk Caroline Fochs, City Attorney Brian Sajdak, Director of Community Development Kim Tollefson, City Engineer Kristen Lundeen and interested public.

4) Public Hearing(s): None.

5) Personal Appearances and Public Comment: None.

6) Public Officials' Reports

a) Mayor

b) City Administrator

City Administrator Jones reminded everyone that the City's email and website will be fully transitioned after January 31, 2026. Email addresses using the "@ci.mequon.wi.us" will no longer work. It should be "@cityofmequonwi.gov" for all emails and the website address will be "www.cityofmequonwi.gov".

7) Consent Agenda

- a) Architectural Board meeting minutes of November 10, 2025
- b) Board of Appeals meeting minutes of August 7, 2025
- c) Common Council meeting minutes of December 9, 2025
- d) Finance-Personnel Committee meeting minutes of November 11, 2025
- e) Joint Mequon-Thiensville Bike & Pedestrian Way Commission meeting minutes of October 29, 2025
- f) Joint Review Board meeting minutes of November 19, 2024
- g) Public Safety Committee meeting minutes of September 9, 2025
- h) Public Welfare Committee meeting minutes of November 11, 2025
- i) Public Works Committee meeting minutes of November 11, 2025

MOTION:	Motion to approve all Consent Agenda items
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Voice Acclamation

8) Ordinances

- a) ORDINANCE 2025-1688 - An Ordinance Adopting an Agreement for Operation of the Mid-Moraine Municipal Court, Per § 66.0301 of the Wisconsin Statutes

MOTION:	Motion to approve Ordinance 2025-1688
MOVER:	Alderman Dale Mayr
SECONDER:	Alderman Gregg Bach

AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Roll Call Vote

9) Resolutions

- a) **RESOLUTION 4252** - A Resolution Approving an Agreement for Legal Services with Stafford Rosenbaum LLP of Madison, Wisconsin for the Period January 1, 2026 - December 31, 2027

MOTION:	Motion to approve with amended language to include quarterly reporting of legal services
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman Robert Strzelczyk
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Roll Call Vote with amendment

- b) **RESOLUTION 4253** - A Resolution Authorizing a Seventh Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

MOTION:	Motion to approve Resolution 4253
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Gregg Bach
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Roll Call Vote

- c) **RESOLUTION 4254** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2026, Related to License Fees Charged to Peddlers, Transient Merchants and Solicitors

MOTION:	Motion to approve Resolution 4254
MOVER:	Alderman Gregg Bach
SECONDER:	Alderman William Gebhardt
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Roll Call Vote

- d) **RESOLUTION 4255** - A Resolution Consolidating the Pieper Power Education Center Polling Site and the Weyenberg Library Polling Site into One Location at Mequon City Hall for the February 17, 2026 Primary Election

MOTION:	Motion to approve Resolution 4255
MOVER:	Alderman Dale Mayr
SECONDER:	Alderman Brian Parrish
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Voice Acclamation

- e) **RESOLUTION 4256** - A Resolution Authorizing Termination of the City's Existing Contract for Cleaning Services at City Hall, the Public Works Facility and the Public Safety Building with EC Wisconsin of Waukesha, Wisconsin, and Award of the Contract to Vanguard Cleaning Systems of Wauwatosa, Wisconsin for the Period March 1, 2026 - December 31, 2027

MOTION:	Motion to suspend the rules for Resolution 4256
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman William Gebhardt

AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to approve Resolution 4256
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Kelly Tolocko
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Roll Call Vote

10) Specified Unfinished Business from Prior Meetings

11) Specified New Business

12) Potential Closed Session

- a) Acquisition of Property Rights related to the Relocation of Lift Station E to 2010 W. Ranch Road. The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as deemed appropriate.

MOTION:	Motion to enter into Closed Session at 8:09 p.m.
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Brian Parrish
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)

RESULT:	Approved by Roll Call Vote
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13) Adjourn

MOTION:	Motion to adjourn at 8:38 p.m. following Closed Session
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Gregg Bach
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	Alderman Bratt (Deemed No)
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant - Communications



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ECONOMIC DEVELOPMENT BOARD

Tuesday, November 18, 2025 - 8:00 AM
North Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Carr, Alderman Gebhardt, Board Member Boyd, Board Member Gannon, Board Member Kramer, Board Member Plautz

[ABSENT_Board Member Engle, Board Member Johnson, Board Member McLean]

Also present: Mayor Andy Nerbun, Assistant City Administrator Jessica Wolff, Director of Community Development Kim Tollefson, Community Development Administrative Assistant Robin Buzzell.

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

2) Approval of Meeting Minutes

Approved by Voice Acclamation

a) Minutes 10.28.25 DRAFT

Approved by Voice Acclamation

MOTION:	Motion to Approve
MOVER:	Board Member Colin Boyd
SECONDER:	Board Member Daniel Gannon
AYES:	Chair Timothy Carr, Alderman William Gebhardt, Board Member Colin Boyd, Board Member Daniel Gannon, Board Member Michael Kramer, Board Member Inge Plautz
NAYS:	None
RESULT:	Passed

3) REVPAR Hotel Development Feasibility Analysis

a) RevPAR Hotel Development Feasibility Analysis Staff Memo

Director Kim Tollefson stated that the kick-off to Phase I took place in October, which included their initial data analysis, three days spent with city staff and on-site touring. They concluded that the initial summary shows concerns regarding the feasibility of a hotel in the city. At this point, staff does not recommend continuing to Phase II of the scope of service of the contract with REVPAR. She talked through details of the analysis conducted by the consultant which included:

- Narrowed down the 13 potential sites to 5 locations based on location and acreage.
- Concordia University is the highest-demand generator of hotel rooms.
- Shared data from the surrounding markets in which none of the markets are performing well.
- Explained that there are two trending styles; Candlewood Suites & Town Place Suites (or extended stay), which would be the most feasible.
- Most hotels in the downtown market are offering a specialty or specific niche to try to remain competitive.

Their concerns are based on:

- The market is not strong locally, state-wide or nationally.
- Occupancies are low.
- Room rates are low (averaging \$116 and investors look for \$150 to support an investment).
- There are not demand generators along the Port Washington corridor.

She discussed a few other aspects of the analysis which all indicate that the city does not strong statistical results for a new hotel. REVPAR will be communicating the analysis and conclusions to the Common Council.

The Board communicated that the approach taken to sign the contract based on phasing was very wise in terms of limited time committed as well as low exposure financially.

She concluded that REVPAR will give their presentation to the Council on December 9th.

4) SW Industrial

a) Staff Memo

Director Tollefson stated that this project has been on hold in order to complete some financial workshop analysis with the Council as well as waiting for results from the community survey pertaining to questions about modifying and rezoning existing industrial zoning. The survey results have been concluded, and staff are working to put together the necessary process and action steps to continue to move forward with that work in collaboration with Engineering Public Works. There are five components to the process, and it is heavy utility and infrastructure-related work and, because of some vacancies in those divisions, a realistic timeline is not currently able to be formulated. She commented that there may be the need to utilize contracted services for some of the work. The five components are:

1. Finalization of the Sewer Service Master Plan.
2. Sewer Service Area Amendment.
3. Finalize Zoning.
4. Water Connection with Milwaukee.
5. Road Assessment.

In summary, there are many moving parts; heavily focused on the utilities and infrastructure. The Public Works Department needs to be consulted related to timing and costs to determine if contracted services will be necessary due to staffing availability.

She offered to provide the meeting minutes from January, February and March to the Board as a reminder of previous discussions regarding this item.

5) **Staff Updates**

2026 Meeting Calendar

a) 2026 Meeting Calendar

Dir. Tollefson stated that the 2026 meeting Calendar is included in the packet.

Dir. Tollefson reviewed the status of ongoing developments in the city as well as projects that have recently been in front of the Planning Commission.

6) **Announcements**

The next meeting is Tuesday, January 27, 2026, at 8:00 a.m.

7) **Adjourn**

MOTION:	Adjourn
MOVER:	Board Member Colin Boyd
SECONDER:	Board Member Michael Kramer
AYES:	Chair Timothy Carr, Alderman William Gebhardt, Board Member Colin Boyd, Board Member Daniel Gannon, Board Member Michael Kramer, Board Member Inge Plautz
NAYS:	None
RESULT:	

Meeting adjourned at 9:08 a.m.

Respectfully Submitted,
Robin Buzzell
Community Development Administrative Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Regular Meeting
Tuesday, December 9, 2025 - 5:45 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 5:46 p.m.
Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Wendi Unger, Principal at Baker Tilly and Rick Kalscheuer, R&R Insurance.

2) Approval of Meeting Minutes

MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

a) Meeting minutes of November 11, 2025

MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) License Applications

MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

a) December 2025 Licenses

b) Waste Hauler Permit

4) Vouchers Paid

MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Brian Parrish, Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

a) November 2025 Vouchers Paid List

5) Resolutions

- a) **RESOLUTION 4245** - A Resolution Approving Three (3) Letters of Engagement for the Completion of Statutorily-Required Audits of Tax Increment Financing Districts #3, #4 & #5 with Baker Tilly US, LLP, Milwaukee, Wisconsin in a Total Amount Not-To-Exceed \$57,500

Director Arnett introduced the resolution. TID #3 will receive a 100% audit and TID's #4 and #5 will each receive a 30% audit. TID #3 is near completion and a 100% audit is appropriate at this time. It will receive one final "close out" audit once it is officially closed. TID's #4 and #5 have each been open for over ten years, and it is prudent they each receive a 30% audit.

MOVER:	Alderman Brian Parrish
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Brian Parrish, Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None

RESULT:	Approved by Voice Acclamation
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- b) **RESOLUTION 4246** - A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2026 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$311,008

Director Arnett introduced the 2026 Insurance Renewal from the League of Wisconsin Municipalities Mutual Insurance. Rick Kalscheuer from R&R Insurance was in attendance and answered questions from the Committee members.

MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Robert Strzelczyk
AYES:	Alderman Brian Parrish, Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

- c) **RESOLUTION 4247** - A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2026

Administrator Jones briefed Committee members on proposed new Planning fees to add to the 2026 fee schedule. The proposed schedule also incorporates the 2026 Sewer Utility rates, which were approved at the November 11th Common Council meeting.

MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Brian Parrish
AYES:	Alderman Brian Parrish, Alderman William Gebhardt, Alderman Robert Strzelczyk
NAYS:	None
RESULT:	Approved by Voice Acclamation

6) Discussion Items

- a) Finance-Personnel Work Plan

Alderman Strzelczyk asked about a method for the City accepting donations. Administrator Jones noted the request and explained that once the Common Council agreed on the path forward for the Civic Campus Plan, the best course of action can be decided for accepting donations.

7) Adjourn

A motion to adjourn was made at 6:27 PM by Alderman Gebhardt, seconded by Alderman Strzelczyk. All voted in favor "aye."



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, October 29, 2025

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

The meeting was called to order at 6:30 PM.

Present:

Chair Jason Cain

Alderman Peter Bratt

Board Member Harlan Balkansky

Board Member Steven Kulick

Board Member Gerald Vite

Board Member David Wolfson

Alternate Alderman Dale Mayr, **Excused**

Board Member James Lysaught, **Excused**

Also present: Director of Public Works/City Engineer Lundeen, Director of Community Development Tollefson and Buildings and Grounds Superintendent Bodoh.

2) Approval of Meeting Minutes

Motion to approve Park and Open Space Board meeting minutes of September 17, 2025

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

MOVED BY: Board Member Balkansky

SECONDED BY: Board Member Wolfson

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

3) Discussion Item

a. Mequon Commons Concept Plans

Director of Community Development Tollefson requested feedback on the preliminary concept plan elements for the Civic Campus prepared by The Lakota Group. The Board held a general discussion regarding potential amenities and supporting site features.

The Lakota Group will continue advancing the plan, which is expected to be refined through the first quarter of 2026. The Mequon Community Pool is anticipated to serve as the first phase of implementation.

b. FY26 Budget

The budget was provided to the Board for review and questions before scheduled approval.

c. Park and Open Space Board Work Plan (10.29.25)

4) Resolutions

- a. **RESOLUTION 4237** A Resolution Approving a Donation and Dedication Agreement Between the City of Mequon and BOSS for the Installation and Maintenance of Batting Cages at Lemke Park

Motion to approve Resolution 4237.

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

MOVED BY: Board Member Balkansky

SECONDED BY: Board Member Vite

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

5) Adjourn

Motion to adjourn at 7:52 PM.

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

MOVED BY: Board Member Vite

SECONDED BY: Board Member Balkansky

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

Respectfully Submitted,

Kaitlynn Honeck
Administrative Assistant



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

www.cityofmequonwi.gov

PLANNING COMMISSION
Regular
Monday, December 1, 2025 - 6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 6:00 p.m.

Present:

Mayor Nerbun, Alderman Strzelczyk, Architect Choren, Commissioner Hawley, Commissioner Schaefer, Commissioner Stoker, Commissioner Ellsworth
[ABSENT_ Commissioner Barnes, Commissioner Urbani]

Also present: Director of Community Development Kim Tollefson, Assistant Director of Community Development Jac Zader, City Planner Natalie Redding, City Asst. Engineer Cole McCraw, Community Development Administrative Assistant Robin Buzzell, City Forester Nate Herlache

2) Meeting Minutes

a) Meeting minutes of October 27, 2025

MOTION:	Motion to approve the Minutes
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Commissioner Stephanie Hawley
AYES:	Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

3) Consent Agenda

- a) MasTec Network Solutions. The applicant is seeking building and site plan amendment approval to add a generator and access gate to the existing communications facility for the property located at 10448 N. Port Washington Road.
- b) Morton Buildings for Golinvaux. The applicant is seeking minor request approval to allow for a 36' x 60' agricultural building for AG equipment for the property located at 10413 N. Granville Road.
- c) Groth Design Group for Wisconsin Lutheran Seminary. The applicant is seeking building and site plan amendment approval to allow for additions to the existing buildings to provide additional educational spaces for the property located at 11640-11660 N. Seminary Drive.

MOTION:	Motion to Approve the Consent Agenda
MOVER:	Commissioner John Stoker
SECONDER:	Commissioner Stephanie Hawley
AYES:	Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

4) Regular Business

- a) Point Real Estate for Swan Ridge Farms. The applicant is seeking final plat approval to allow for Phase II of the Swan Ridge Farms subdivision consisting of a total of the remaining 42-lots for the lands located immediately south of and west of 10129 N. Swan Road.

Asst. Dir. Jac Zader stated that everything is in accordance to the plat and there are only a few punch list items left to complete. He mentioned that there was some public feedback provided on the dais but that if the applicant has completed all requirements, the Commission is obligated to approve the final plat.

Public Feedback

Tim Spears - 9211 W. Stanford Court - he has concerns regarding drainage issues. He stated that he previously raised these concerns and that only half of the water goes into the storm ponds and the rest of the water flows through the neighborhood.

Asst. City Eng. McCraw explained staff met with some of the residents on Stanford Court over the summer as they had concerns about the drainage during the development stages, which was prior to the grading being completed. Since then, inspections have been completed of the entire site, including the storm water retention ponds, and all requirements have been met. He

commented that there is off-site drainage coming from the two existing homes located on Swan Road that is not meant to be captured within the pond and is meant to drain around the pond and continue on as it did before.

There was conversation regarding the drainage and water flow on site. Asst. City Eng. McCraw confirmed that the water flow was double - checked as there were concerns about the water flow in this area. He explained that the water is not from the development, it comes from the east, as it did previous to the new subdivision development. The new development is not required to take in off-site storm water into their pond.

The applicant, Tony Zanon from the Pinnacle Engineering Group, explained that there was not enough vertical elevation to take on the water from the west and the east to bring all the water into the storm water pond. The pond catches as much water as it possibly can. He stated that all City requirements as well as all the requirements from MMSD have been met. He added that all discharge regulations have been met as well.

Asst. City Eng. McCraw emphasized that there are several layers of inspections done regarding the stormwater management plans, including a full survey of the pond, the engineering firm does an inspection and submits a report to the City, there is a 3rd party stormwater management plan review, as well as reviews from DNR and MMSD staff.

Asst. Dir. Zader reminded the Commission that if the City Engineering states that everything in the DA has been met, the final plat must be approved. The discussion about the drainage concerns should not be considered regarding the approval of the final plat.

There was some discussion about the tree line buffer between Huntington Park subdivision and Swan Ridge Farms subdivision.

Public Feedback

Jane Chevak - 10129 N. Swan Ridge Road - she lives in one of the homes on Swan Ridge and has been working with Cole McCraw for 2 years regarding water drainage in this area. She stated she has lost trees due to standing water and the southwest portion of her property is always under water. She feels that the opportunity to solve the water issue in this area was missed.

It was requested that additional information be submitted to the Alderpersons prior to the next Common Council meeting regarding background on the two complaints from the public.

MOTION:	Motion to Approve
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner John Stoker
AYES:	Mayor Andrew Nerbun, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth

NAYS:	Alderman Robert Strzelczyk
RESULT:	Passed

- b) J&J Custom Homes for Gorelik. The applicant is seeking minor request approval to allow for the removal of two (2) specimen trees to allow for a new single-family home building pad for the property located at 12345 N. East Shoreland Drive.

Commissioner Stoker recused himself.

Public Feedback

Ann Dredge - 13136 NW Shoreland Drive - she is on the Tree Board, and she is passionate about the trees remaining as is, as they are heritage trees, about 250 years old. She believes the building pad should be relocated so the trees can remain in place.

City Forester, Nate Herlache, stated there are many specimen trees on this parcel. He explained that he met with the applicant on site in September and discussed alternative areas for the building pad to be located, but no alternative building plans were submitted. He believes there is room for some reconfiguration or moving the proposed home closer to the river in order to preserve the identified specimen trees, reduce the grade, prevent soil compaction and the ultimate death of the proposed specimen trees requested to be removed.

The applicant stated that the submitted survey shows this parcel being located in the 100-year floodplain at an elevation of approximately 664-feet. The homeowner is requesting a walk-out basement and the developer likes to keep the basement foundation two-feet above that point, so if the building pad is pushed any further to the west, it would impede this area and put the house at risk of water issues. Their intent is to always keep the trees in place, but the identified 41" Burr Oak specimen tree immediately adjacent to the proposed garage is the only one within the danger area, along with the identified 24" Pine tree. He commented that they would replace any removed trees with the same caliber of trees.

City Forester Herlache answered an inquiry from the Commission that the 2 specimen trees are in very good health and that the 250-year old tree could live to be 400-450 years old.

There was discussion regarding the options and consequences of moving the house to the west.

MOTION:	Move to Denial
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Alderman Robert Strzelczyk
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None

RESULT:	Passed
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- c) Wade Design. The applicant is seeking building and site plan amendment approval to allow for modifications to the existing building including a new front entrance and patio for the property located at 6510-6512 W. Mequon Road.

City Planner Natalie Redding stated that this is a request for building and site plan amendment approval brought forward from Wade Design, one of the two tenants of the building. The redesign project is aimed at modernizing and improving the property while bringing it closer to being in compliance with the Town Center zoning code. There are several building changes proposed, including building additions on the southwest and east side of the building, an outdoor patio space, a second floor balcony, updated siding and shingles and a new building color. The addition planned for the southwest portion of the building will include an additional office and a meeting room. The addition to the east will allow for exterior access to an existing lower level storage area. The additions will adhere to the offset requirements of the Town Center zoning district. The only work planned for the other tenant space is remodeling of the two bathrooms.

The bell tower and exterior angular element will be removed from the building to restore a more traditional architectural element. Additionally, natural limestone will be added to the base of the building to reflect the Town Center lannon stone appearance that is prevalent throughout the zoning district. Final staff approval of the stone selection is required as a condition of approval.

Staff approve of the relocation of the dumpsters which is necessary to account for the east side building addition. An interior landscape island is required in the parking lot, as is additional landscaping along Mequon Road to serve as screening of the parking area. A Town Center light fixture is recommended on the southeast side. The existing monument sign will be replaced with a masonry sign wall and will match the bottom of the pillars of the building. Staff recommends approval of the building and site plan amendment.

The Commission provided positive feedback on the proposed modifications and changes to the existing building.

MOTION:	Motion to Approve
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Alderman Robert Strzelczyk
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

- d) Granville Ridge LLC for Elroy Klug. The applicant is seeking concept plan approval to allow for a 13-lot conservation subdivision on 60 acres for the properties located at the northeast corner of Granville and Mequon Roads and west portion of 11449 N. Farmdale Road.

Commissioner Stoker recused himself from this item.

Public Comment

John Donofrio - 11154 Sutton Ridge Drive - he asked about whether there will be sidewalks outside the subdivision as he feels there should be, as Mequon Road is a very busy state highway.

Asst. Dir. Zader showed the map of the two parcels involved. The applicant is keeping the parcel with the house on it, approximately 15 acres, and the rest will be sold for the proposed subdivision which will occur off Granville Road. It is proposed to be a 13-lot subdivision on 60 acres, which will include all the requirements of a conservation subdivision including:

- Required to have a 300-foot open space buffer off each road.
- Allowed to have the septic systems located in the easements.
- Wetlands are present on the site in the front and the back.
- They are allowed a bonus lot because the development is more than 25 acres.

He stated that the average lot size will be 1.5 -1.65 acres which is typical for a conservation subdivision design. The code requires two access points and staff do not want an access point off Mequon Road due to safety issues, so a circle road is proposed with both entrance points on Granville Road. Staff support the concept plan as proposed.

MOTION:	Motion to Approve
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Architect Martin Choren
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Oliver Ellsworth
RECUSED:	John Stoker
RESULT:	Passed

- e) Riverland Meadows. The applicant is seeking development agreement, preliminary plat and stewardship plan approval to allow for a 12-lot conservation subdivision for the property located at 4001 W. Pioneer Road.

Public Comment

Jon Gutoski - 14046 Highland Drive - he is not opposed to the project but stated that the drainage currently travels across the entire field to Riverland and into the lots slightly east. He explained that his yard is the buffer to the river. There is a significant creek to the northern edge of his property, and he is concerned that the drainage be constructed correctly to ensure his property is not negatively affected.

Asst. Dir. Zader stated that the concept plan for this 12-lot conservation subdivision, Riverland Meadows, was previously approved. The submitted preliminary plat was slightly modified to meet some of the requirements of the concept plan. One change to note is the adjustment to the entrance road to line up with the property line across the street. Additionally, the applicant eliminated the septic easements to ensure they meet the 75-foot requirement that was a condition of approval.

He commented that the Stewardship Plan is thorough and well-done and meets all the requirements in the code. This is something new that is being incorporated, and it will be turned into a legal document that dictates the terms, recorded with the Register of Deeds and all homeowners will be responsible for the guidelines and requirements included in the plan. The proposed Development Agreement includes two (2) spec homes allowed prior to final plat and all conditions required. Staff recommend approval of the preliminary plat, the Stewardship Plan and the Development Agreement.

MOTION:	Motion to Approve
MOVER:	Architect Martin Choren
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

5) Announcements

- a) 2026 Meeting Calendar

6) Adjourn

MOTION:	Motion to Approve
MOVER:	Architect Martin Choren
SECONDER:	Commissioner Stephanie Hawley

AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

The meeting concluded at 7:30 p.m.

Respectfully Submitted
Robin Buzzell
Administrative Assistant



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

www.cityofmequonwi.gov

Community Development/Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: February 10, 2026
SUBJECT: RESOLUTION 4259 - A Resolution Approving a Certified Survey Map for the Property Located at 14325 North Granville Road and Accepting the Dedication of 3.22 Acres of Public Right-of-Way Along North Granville Road and West Pioneer Road

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey map serves to dedicate 3.22 acres of public right-of-way along North Granville Road and West Pioneer Road.

Analysis

Under state law, the Common Council must approve any dedication of public right-of-way. Accordingly, it is recommended that the Common Council approve the attached certified survey map and resulting road dedication.

Fiscal Impact

The proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on January 26, 2026, by a vote of 7-0.

Attachments:
Kasten CSM

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4259

RESOLUTION 4259 - A Resolution Approving a Certified Survey Map for the Property Located at 14325 North Granville Road and Accepting the Dedication of 3.22 Acres of Public Right-of-Way Along North Granville Road and West Pioneer Road

RECITALS

- A. The owner of the property located at 14325 North Granville Road has proposed a Certified Survey Map (CSM) to divide the property.
- B. The Planning Commission granted conditional Certified Survey Map approval for the property on January 26, 2026.
- C. The Certified Survey Map dedicates 3.22 Acres of public right-of-way along North Granville Road and West Pioneer Road.

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

- 1. The Certified Survey Map is hereby approved, and the appropriate City officials are hereby authorized and directed to sign the same upon the completion of all required conditions approved by the Planning Commission on January 26, 2026.
- 2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

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

Caroline Fochs, City Clerk

Certified Survey Map

Sheet 1 of 2

Part of the NE Fractional 1/4 and SE 1/4 of the NE 1/4 of
Section 6, Township 9 North, Range 21 East, City of
Mequon, Ozaukee County, Wisconsin.

N 1/4 corner
Sec. 6-9-21
Bernsten alum. mon.
w/cap found
472,137.75
2,486,785.60
(State Plane Coordinates)

Pioneer Rd.
(C.T.H. "C")

Northeast corner
Sec. 6-9-21
Bernsten alum. mon.
w/cap found
472,173.70
2,489,369.50
(State Plane Coordinates)

Surveyor's Certificate:

I, David J. Leininger, professional land surveyor, hereby certify that by the direction of Marlene Kasten, that I have surveyed, divided and mapped the land shown and described hereon, being part of the NE Fractional 1/4 and SE 1/4 of the NE 1/4 of Section 6, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

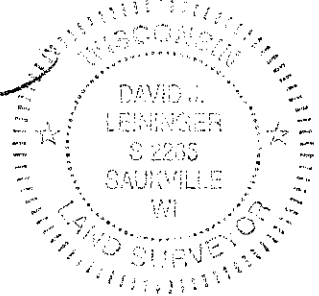
Beginning at the northeast corner of said Section 6; thence S 01°29'12" E, along the east line of said NE 1/4, 2398.98 feet to the E 1/4 corner of said Section 9; thence S 87°13'11" W, along the south line of said NE 1/4, 452.59 feet to the southeast corner of Parcel 3 of Certified Survey Map No. 3022 as recorded in the Ozaukee County Register of Deeds Office in Volume 21 of Certified Survey Maps on pages 270-272, as Document No. 588299; thence N 01°29'11" W, along the east line of said Certified Survey Map No. 3022 and its northerly extension, 2414.69 feet to a point in the north line of said NE 1/4; thence N 89°12'28" E, along said north line, 452.50 feet to the point of beginning.

Containing 1,089,022 square feet (25.001 acres) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the City of Mequon Land Division Ordinance in surveying, dividing, and mapping said land and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Dated this 11th day of November, 2025.

David J. Leininger
David J. Leininger, S-2285



Granville Rd.

50' dedicated to the
public for road purposes
140,117 Sq. Ft.
3.217 Acres

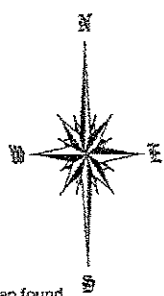
east line of
the NE 1/4 of
Sec. 6-9-21

(r.a.) - means "recorded as"

○ - indicates a 0.75" x 18 rebar weighing
1.50 lbs./ft. set.

● - indicates a 1.3" od iron pipe found.

Horizontal datum is based on the Wisconsin
State Plane Coordinate System Grid, South
Zone (NAD83/2011), and all bearings are
referenced to Grid North. The north line of
the NW 1/4 of Sec. 11-11-20 has a grid
bearing of S 89°31'28" E.



0 150 300 600
Scale in feet
1" = 300'

E 1/4 corner
Sec. 6-9-21
conc. mon./brass cap found
469,647.75
2,486,818.61
(State Plane Coordinates)

Owner/Subdivider:
Marlene Kasten
14325N Granville Rd.
Mequon, WI 53097

Surveyor:
David J. Leininger
Homeland Surveying, LLC
2079 Cold Springs Rd.
Saukville, WI 53080

Note: The wetlands location have
been traced from the Ozaukee
County GIS website

Certified Survey Map

Sheet 2 of 2

Part of the NE Fractional 1/4 and SE 1/4 of the NE 1/4 of
Section 6, Township 9 North, Range 21 East, City of
Mequon, Ozaukee County, Wisconsin.

Owner's Certificate:

As owner, I hereby certify that I caused the land shown and described herein to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

City of Mequon Plan Commission
City of Mequon Common Council

Marlene Kasten
Marlene Kasten

STATE OF WISCONSIN)

WASHINGTON COUNTY) s.s. Ozaukee

Personally came before me this 15th day of December 2025, the above named owner is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) Hatim Fairaq Notary Public,

Thiensville, Wisconsin.

My commission expires May 14, 2029



Hatim Fairaq

City of Mequon Plan Commission Approval:

This land division is hereby approved by the Mequon City Plan Commission
as being in conformance with the City's Subdivision Ordinance this _____ day of _____, 2026.

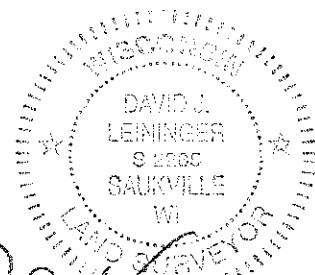
Andrew Nerburn, Chairman

Carrie Enea, Secretary

City of Mequon Common Council Approval:

This land division is hereby approved by the Mequon City Common Council
as being in conformance with the City's Subdivision Ordinance this _____ day of _____, 2026.

Andrew Nerburn, Mayor



David J. Leininger
David J. Leininger, S-2285

Dated this 11th day of November, 2025.



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

www.cityofmequonwi.gov

Community Development/Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: February 10, 2026
SUBJECT: RESOLUTION 4260 - A Resolution Approving a First Amendment to the Development Agreement with Mequon I, LLC, for The Enclave at Mequon Preserve Subdivision - Phase IX, in Connection with Reducing the Number of Building Lots from Nineteen (19) to Thirteen (13)

Background

The applicant, Mequon I, LLC, is requesting a development agreement amendment for The Enclave at Mequon Preserve - Phase IX. Initially, this phase consisted of the final 19 lots of the subdivision. The development agreement (DA) is being amended to only include 13 lots (lots 114-126). Initially, both remaining areas west and east of Tree Sparrow Drive were included with Phase IX, but this amendment will adjust Phase IX to include just the east portion.

The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission at the time of its submission. The amended phase generally includes approximately 500 feet of roadway extension, sewer and water extension, and storm sewer.

The developer must conform with all preliminary plat requirements and conditions of Planning Commission approval.

Analysis

Please see the attached development agreement for Phase IX, which was previously approved by the Planning Commission in September 2025 and the Common Council in October 2025.

The amendment replaces the legal description of the development property and changes sections of the DA that mention the total number of lots in the phase, which is amended from 19 lots to 13 lots.

Fiscal Impact

There is no direct fiscal impact to the City by approving this amendment.

Recommendation

The Planning Commission recommended approval on January 26, 2026, by a vote of 7-0.

Attachments:

Packet Docs_EnclaveIX

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4260

RESOLUTION 4260 - A Resolution Authorizing a First Amendment to the Development Agreement for Phase IX of The Enclave at Mequon Preserve Subdivision with Mequon I LLC

RECITALS

A. The Planning Commission recommended approval of an Amendment to the Development Agreement for the The Enclave at Mequon Preserve Subdivision - Phase IX which is located west and east of 10622 N. Tree Sparrow Road on January 26, 2026.

B. 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 Amendment for the Enclave at Mequon Preserve Subdivision - Phase IX 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

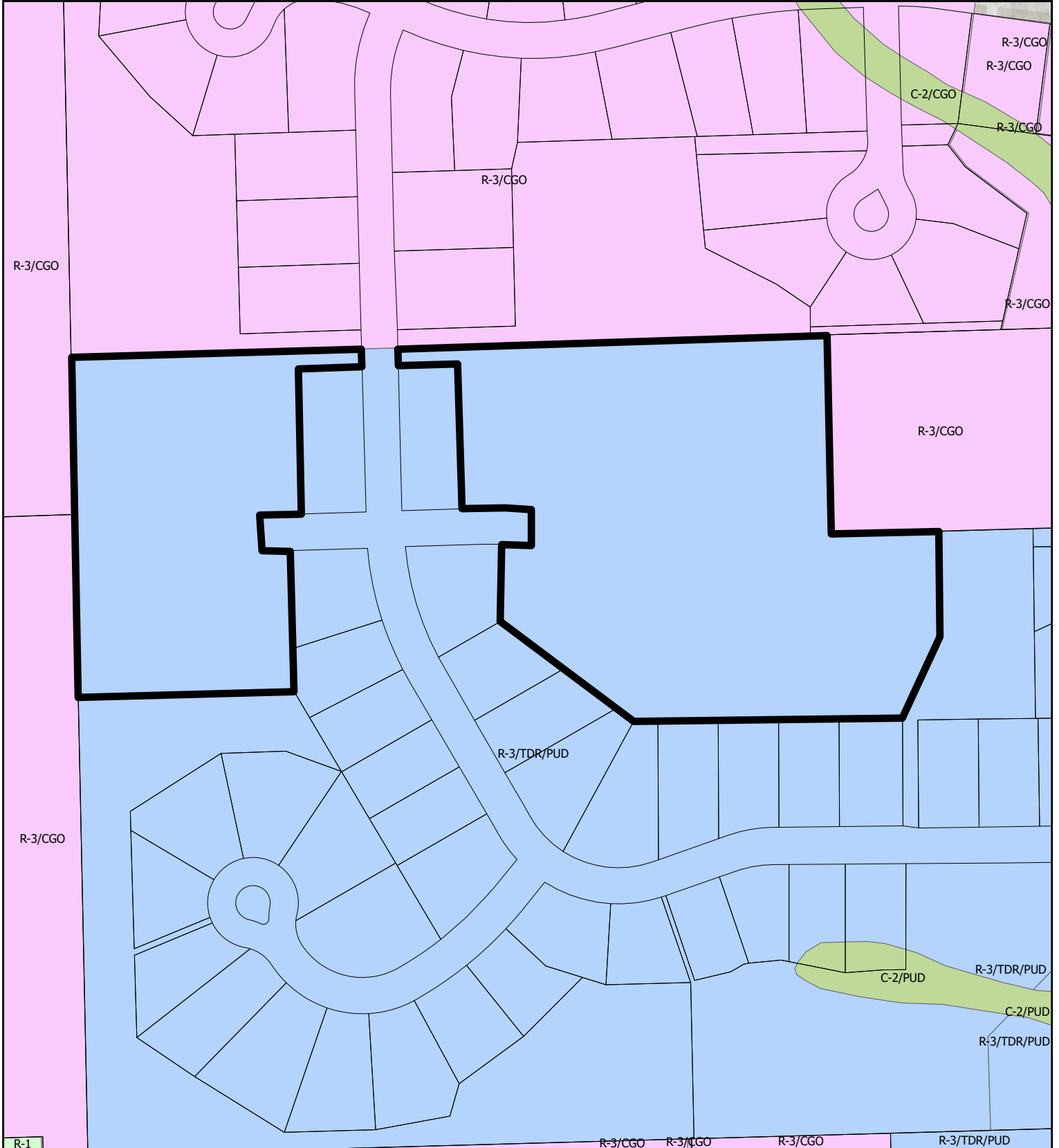
Date Approved: February 10, 2026

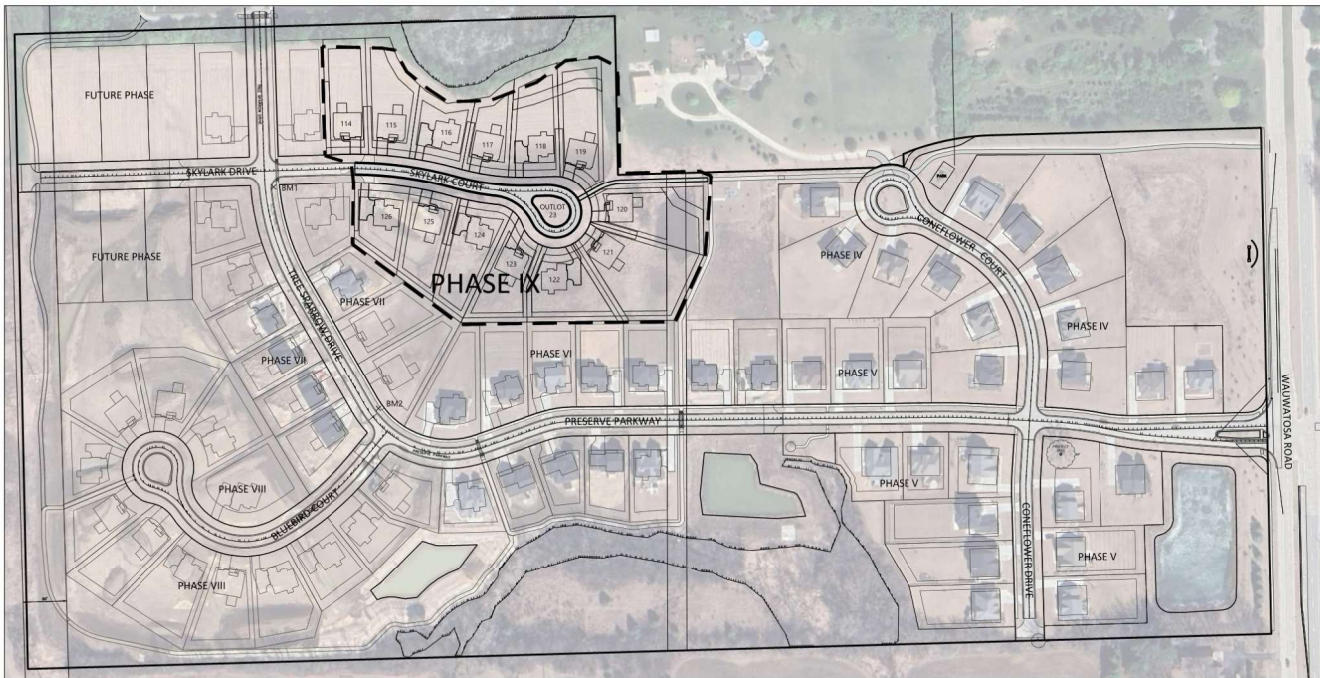
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 10, 2026.

Caroline Fochs, City Clerk

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





SUBDIVISION LAYOUT OVERVIEW



EMPS IX Development Agreement Amendment Request

Purpose: Reducing area being developed in this phase.

Changes: 1. Replace legal description of area covered by Development Agreement to reflect reduced area. See Attached.

2. Section 51. 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~~ **2,600** (~~19~~ **13** lots or units @ \$200 per lot or unit) prior to Final Plat approval.

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

This Amendment to the Development Agreement to is entered into by and between Mequon I, LLC (the “Developer”), and the City of Mequon, a Wisconsin municipal corporation (the “City”), as of _____, 2026.

RECITALS

A. The parties to entered into a Development Agreement on November 10, 2025 (the “Development Agreement”).

B. The parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Amendment unless otherwise specified herein.
2. Exhibit A of the Development agreement is stricken and replaced with the attached, updated legal description of the property.
2. Section 51 of the Development Agreement is stricken and replaced with the following:

Section 51. 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 \$2,600 (13 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

3. All other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

Andrew Nerbun, Mayor

Carline Fochs, City Clerk

Mequon I, LLC

By: _____

Forgewell Building Group, LLC
Chris Ehlers of Forgewell Building Group, LLC,
Its sole Member

EMP Phase 9 Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North 01°-12'-04" West along the West line of said Southeast 1/4, a distance of 1,979.46 feet; thence North 88°-15'-57" East along the South line of Outlot 11 of The Enclave at Mequon Preserve III Subdivision (EMP III), recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, a distance of 540.59 feet to the point of beginning; thence continuing North 88°-15'-57" East along the South line of Outlot 12 of said EMP III and the South line of Outlot 7 of The Enclave at Mequon Preserve II Subdivision (EMP II), recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730, a distance of 710.16 feet; thence South 01°-07'-49" East along an East line of Lot 3 of said Certified Survey Map No. 3723, a distance of 329.59 feet; thence North 88°-23'-07" East along a North line of said Lot 3, a distance of 176.32 feet; thence South 00°-39'-24" East along a West line of The Enclave at Mequon Preserve VI Subdivision (EMP VI), recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354, a distance of 173.48 feet; thence South 24°-38'-20" West along a Westerly line of said EMP VI, a distance of 148.15 feet; thence South 89°-20'-39" West along a North line of said EMP VI, a distance of 444.06 feet; thence North 53°-30'-33" West along an Easterly line of The Enclave at Mequon Preserve VII Subdivision (EMP VII), recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558, a distance of 275.17 feet; thence North 00°-24'-35" East along an East line of said EMP VII, a distance of 127.45 feet; thence Southeasterly 50.04 feet along the South right-of-way line of Skylark Court on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South 87°-43'-43" East, a chord distance of 50.03 feet; thence North 04°-07'-59" East along the East right-of-way line of Skylark Court, a distance of 60.00 feet; thence Northwesterly 84.99 feet along the North right-of-way line of Skylark Court on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North 88°-48'-02" West, a chord distance of 84.95 feet; thence South 88°-15'-57" West along the North right-of-way line of Skylark Court, a distance of 29.58 feet; thence North 01°-46'-04" West along an East line of said EMP VII, a distance of 239.60 feet; thence South 88°-15'-57" West along a North line of said EMP VII, a distance of 100.00 feet; thence North 01°-46'-04" West along the East right-of-way line of Tree Sparrow Drive, a distance of 30.00 feet to the point of beginning and containing 9.019 acres (392,862 sq. ft.) of land more or less.

EMP Phase 9 Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

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Document Number	DEVELOPMENT AGREEMENT	1178663 JENNIFER J. LAURIN OZAUKEE COUNTY REGISTER OF DEEDS RECORDED ON 12/23/2025 02:57 PM REC FEE: 30.00 TRANS FEE: PAGES: 22 EXEMPT #: ELECTRONICALLY RECORDED
	Document Name	

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of November 10, 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.

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

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.

"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 credit 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.

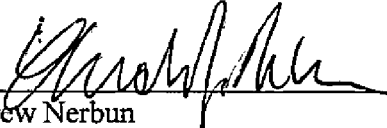
67. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

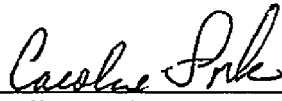
[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____


 Andrew Nerbun
 Mayor

By: _____


 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on NOVEMBER 10, 2025,
 by Andrew Nerbun, Mayor of the City of Mequon.

JANET MEYER
 Notary Public
 State of Wisconsin

Name: _____

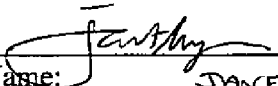

JANET MEYER
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) 7/7/2028

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

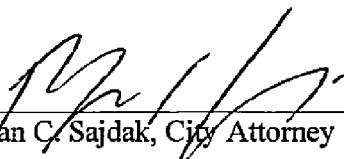
The foregoing instrument was acknowledged before me on NOVEMBER 10, 2025,
 by Caroline Fochs, Clerk of the City of Mequon.

JANET MEYER
 Notary Public
 State of Wisconsin

Name: _____


JANET MEYER
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) 7/7/2028

Approved by: _____


 Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Forgewell Building Group, LLC

Mequon I, LLC

By

Its sole member

By:

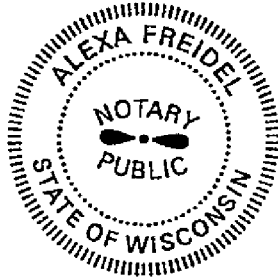
[Signature]
 Name: Authorized Representative
 Title: Chris Ehlers

STATE OF WISCONSIN)
) SS
 DANE COUNTY)

The foregoing instrument was acknowledged before me on October 23, 2025,
 by Chris Ehlers, as ↓ of Forgewell Building Group
Authorized Representative

[Signature]
 Name: Alexa Freidel
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) 11/14/2026

Drafted by: City of Mequon



EMP Developers Agreement Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North 01°-12'-04" West along the West line of said Southeast 1/4, a distance of 1,416.84 feet to the point of beginning; thence continuing North 01°-12'-04" West along said West line, a distance of 562.62 feet; thence North 88°-15'-57" East along the South line of Outlot 11 of The Enclave at Mequon Preserve III Subdivision (EMP III), recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, a distance of 480.59 feet to the West right-of-way line of Tree Sparrow Drive, said point to be known as Reference Point "A"; thence South 01°-46'-04" East along said West line, a distance of 30.00 feet; thence South 88°-15'-57" West along a North line of The Enclave at Mequon Preserve VII Subdivision (EMP VII), recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558, a distance of 106.92 feet; thence South 01°-38'-58" East along a West line of said EMP VII, a distance of 239.60 feet; thence South 88°-15'-57" West along the North right-of-way line of Skylark Drive, a distance of 69.09 feet; thence South 01°-44'-03" East along the West right-of-way line of Skylark Drive, a distance of 60.00 feet; thence North 88°-15'-57" East along the South right-of-way line of Skylark Drive, a distance of 50.00 feet; thence South 01°-38'-58" East along a West line of said EMP VII, a distance of 233.00 feet; thence South 88°-15'-57" West along the North line of The Enclave at Mequon Preserve VIII, recorded in the Ozaukee County Register of Deeds Office as Document No. 1174223, a distance of 359.13 feet to the point of beginning.

ALSO INCLUDING

Commencing at said Reference Point "A"; thence North 88°-15'-57" East along the Easterly extension of the South line of said Outlot 11, a distance of 60.00 feet to the point of beginning; thence continuing North 88°-15'-57" East along the South line of Outlot 12 of said EMP III and the South line of Outlot 7 of The Enclave at Mequon Preserve II Subdivision (EMP II), recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730, a distance of 710.16 feet; thence South 01°-07'-49" East along an East line of Lot 3 of said Certified Survey Map No. 3723, a distance of 329.59 feet; thence North 88°-23'-07" East along a North line of said Lot 3, a distance of 176.32 feet; thence South 00°-39'-24" East along a West line of The Enclave at Mequon Preserve VI Subdivision (EMP VI), recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354, a distance of 173.48 feet; thence South 24°-38'-20" West along a Westerly line of said EMP VI, a distance of 148.15 feet; thence South 89°-20'-39" West along a North line of said EMP VI, a distance of 444.06 feet; thence North 53°-30'-33" West along an Easterly line of said EMP VII, a distance of 275.17 feet; thence North 00°-24'-35" East along an East line of said EMP VII, a distance of 127.45 feet; thence Southeasterly 50.04 feet along the South right-of-way line of Skylark Court on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South 87°-43'-43" East, a chord distance of 50.03 feet; thence North 04°-07'-59" East along the East right-of-way line of Skylark Court, a distance of 60.00 feet; thence Northwesterly 84.99 feet along the North right-of-way line of Skylark Court

on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North 88°-48'-02" West, a chord distance of 84.95 feet; thence South 88°-15'-57" West along the North right-of-way line of Skylark Court, a distance of 29.58 feet; thence North 01°-46'-04" West along an East line of said EMP VII, a distance of 239.60 feet; thence South 88°-15'-57" West along a North line of said EMP VII, a distance of 100.00 feet; thence North 01°-46'-04" West along the East right-of-way line of Tree Sparrow Drive, a distance of 30.00 feet to the point of beginning.

Said lands containing 13.751 acres (598,998 sq. ft.) of land more or less.



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

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: Jessica Wolff, Assistant City Administrator
DATE: February 10, 2026
SUBJECT: RESOLUTION 4261 - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day

Background

The City of Mequon was first designated as a “Bird City” under former Mayor Nuernberg in 2010 and has been renewed annually ever since. In 2015, the application renewal process was updated to require the adoption of a resolution annually by the Common Council. A draft resolution is attached.

Analysis

In 2026, Bird City activities will be observed in conjunction with the City of Mequon’s Arbor Day festivities, and City staff will provide public information about migratory bird conservation as noted in the resolution.

Fiscal Impact

The Mequon Nature Preserve and City staff work closely to coordinate Bird City activities that are primarily education-based. The application renewal fee of \$175 is paid for by Mequon Nature Preserve.

Recommendation

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

Attachments:
None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4261

RESOLUTION 4261 - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day

RECITALS

- A. Migratory birds are some of the most beautiful and easily observed wildlife that enhance the Mequon community.
- B. Local residents recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in great recreational endeavors such as birdwatching and nature photography.
- C. Migrant bird species also play an important economic role in the community, controlling insect pests and generating revenue related to bird watching activities.
- D. Public awareness and concern are crucial components of migratory bird conservation where residents can directly contribute to maintaining healthy bird populations.
- E. Since 1993, World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in the City of Mequon and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States.

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

1. World Migratory Bird Day will be celebrated and observed in conjunction with the City of Mequon's Arbor Day Festivities on April 26, 2026, and public information will be provided about migratory bird conservation and the importance of taking action to protect and conserve migratory birds and their habitats throughout the community.
2. The City, in conjunction with the Mequon Nature Preserve, has submitted an application and associated fee to Bird City Wisconsin, allowing the City of Mequon to maintain its "Bird City" designation.
3. These actions will continue to enhance the City's reputation for leadership in protecting the natural environment and bird habitats, while recognizing the interest of many of its residents in bird conservation.

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



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Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: Jessica Wolff, Assistant City Administrator
DATE: February 10, 2026
SUBJECT: RESOLUTION 4262 - A Resolution Designating Mequon, Wisconsin, as a Bee City USA

Background

The Mequon Nature Preserve, on behalf of the City of Mequon, is working on renewing the City's Bee City USA application for 2026. The City was first designated as a Bee City upon Common Council approval of Resolution 3370 on April 12, 2016. The renewal process requires a resolution to be adopted by the Common Council. The attached draft resolution was prepared in accordance with Bee City USA guidelines and has a significant amount of required text.

Analysis

In 2006 when honeybee colonies started disappearing, later dubbed "Colony Collapse Disorder," beekeepers and non-beekeepers alike became very concerned. After all, one in every three bites of food that is consumed is courtesy of insect pollination. Equally important, 85% of flowering plants and trees rely on pollinators for the survival of their species. While less is known about native bees and other pollinators, entire species are disappearing as they battle most of the same enemies as honeybees - loss of habitat essential for food and shelter, inappropriate pesticide use, diseases, and parasites. Launched in 2012, the Bee City USA program endorses a set of commitments, defined in a resolution, for creating sustainable habitats for pollinators, which are vital to feeding the planet. Cities, towns, and communities across America are invited to make these commitments and become certified as a Bee City USA affiliate.

Fiscal Impact

The Mequon Nature Preserve staff will take the lead on any associated activities and publicity efforts. The application renewal fee of \$300, which is based on the population size of Mequon, is paid for by the Mequon Nature Preserve.

Recommendation

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

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4262

RESOLUTION 4262 - A Resolution Designating Mequon, Wisconsin, as a Bee City USA

RECITALS

- A. The goal of the Bee City USA program is to promote healthy, sustainable habitats and communities for bees and other pollinators.
- B. Thanks to the tremendous diversity of wild native bees, along with honeybees that were brought here from Europe in the 1700's, the United States has very diverse dietary choices rich in fruits, nuts, and vegetables.
- C. Bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases, with grave implications for the future health of flora and fauna.
- D. Communities have the opportunity to support bees and other pollinators on both public and private land.
- E. Supporting pollinators fosters environmental awareness and sustainability and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs.
- F. The economic benefits of (native and honey) bee-friendliness include:
- Healthy ecosystems - insect pollinators are required for pollination and reproduction of about 85% of flowering plants globally, plants that: 1) are vital for clean air and water; 2) provide food, fiber and shelter for people and wildlife; and 3) support the very insects that pollinate crops and form the basis of food webs.
 - Increased vegetable and fruit crop yields due to bee pollination.
 - Increased habitat for natural enemies of crop pests and therefore reduced need for and costs associated with pesticides.
 - Increased demand for pollinator-friendly plant materials from local nurseries and growers.
 - Income earned by beekeepers and others through the sale of bee products, beekeeping equipment and supplies, and hive rentals for pollination; and, heightened prestige and premium asking prices for place-based honey, which enhances the visibility and reputation of its community of origin.
- G. Mequon, Wisconsin should be certified as a Bee City USA community because:
- Community interest in supporting sustainable habitats for bees and other pollinators has grown as the decline in pollinator populations and habitat has received greater local and national media attention.
 - The Mequon Nature Preserve has become a trusted community resource and facilitator of honeybee education.
 - Resident participation in the local events sponsored by the Mequon Nature Preserve

has increased steadily, demonstrating the community's growing desire to learn about bees and share experiences.

H. Ideal pollinator-friendly habitats:

- Provide diverse and abundant nectar and pollen from plants blooming in succession.
- Provide clean water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling.
- Are pesticide-free or have pesticide use carried out in a manner to minimize effects on pollinators.
- Are comprised of mostly, if not all, native species of annual and perennial wildflowers, shrubs, trees, and grasses because many native pollinators prefer or depend on the native plants with which they co-evolved.
- Include, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness.
- Provide for safe and humane removal of bees when required.
- Provide undisturbed spaces (leaf and brush piles, un-mowed fields, or field margins, fallen tree and other dead wood) for nesting and overwintering for native pollinators.

I. In order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Mequon, Wisconsin agrees to meet the following commitments required of all BEE CITY USA communities:

1. Pass this Bee City USA resolution (which articulates these commitments).
2. The Mequon Nature Preserve is hereby designated as the Bee City USA sponsor and Kristin Thiel, Executive Director, as the Bee City USA "liaison" to encourage and coordinate local pollinator habitat and awareness activities. This body will serve as the intermediary between the citizenry and local government on matters of enhancing pollinator awareness, health, and habitat, fulfilling the following commitments:
 - a. Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that showcase the municipality's commitment to enhancing pollinator health and habitat.
 - b. Annually apply for renewal of the community's designation and submit a report of the previous year's Bee City USA activities following the format provided.
3. Publicly acknowledge the community's commitment by agreeing to:
 - a. Install/maintain at least one authorized Bee City USA street sign in a prominent location.
 - b. Create/maintain links on appropriate pages of the local government's website which includes, at minimum, links to a PDF of this signed Resolution and the national Bee City USA website, contact information for the local government's Bee City USA liaison and designated "facilitator commission or non-profit organization committee," and reports of the pollinator-friendly activities the community has accomplished in previous year(s).

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the Mequon Nature Preserve is authorized to submit an application to Bee City USA on behalf of the City of Mequon to maintain Mequon's "Bee City" designation, and commits to the standards of Bee City USA.

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



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www.cityofmequonwi.gov

Public Works

TO: Common Council
FROM: Timothy Weyker, Deputy Director Public Works
DATE: February 10, 2026
SUBJECT: RESOLUTION 4263 - A Resolution Approving Permit Fees, Hours of Operation and Proposed Regulations for the City Brush Site During Calendar Year 2026

Background

On July 10, 2022, the Common Council adopted the City's Strategic Plan for 2022-2025 and one of the projects identified was "City Brush Site Automation".

On December 10, 2024, the Common Council awarded construction of the City Brush Site Improvement Project to Vinton Construction of Two Rivers, Wisconsin. The project started after the 4th of July Holiday in 2025 and was substantially completed in November 2025. By utilizing staged construction, the City Brush Site operated during the 2025 season under the previous dates & hours of operation on Wednesdays and Saturdays from April through November.

Analysis

Over time, many residents have requested that the brush site be open later in the year and open more days per week. A new automated gate will allow the City greater flexibility to expand the availability of the brush site starting in 2026, and the newly expanded brush site yard has greatly improved the available space at the brush site.

The following shows previous dates & hours of operation, as well as proposed dates and hours of operation, brush permit fees and regulations for 2026:

Previous Dates & Hours of Operation:

April through August

Wednesdays 7:30 AM - 7:00 PM

Saturdays 8:00 AM - 4:00 PM

September through November

Wednesdays & Saturdays 8:00 AM - 4:00 PM

Proposed 2026 Dates & Hours of Operation:

1st Tuesday of April (April 7) through 2nd Sunday of December (December 13)

(Tuesday - Sunday) 7:30 AM - 7:00 PM

Closed on Mondays for Site Management

Brush Permit Fees, Regulations, and Penalties:

The previous annual permit fee for the brush site was \$25. Based on comparisons from other

communities and the additional cost for card reader-enabled permits, staff propose an initial 2026 permit fee of \$40, a card replacement fee of \$35, and an annual renewal fee of \$30. All fees are non-refundable.

The brush site is intended for Mequon residential use only. In the past, a brush site attendant checked residential permits as they entered the brush site. With the automated gate and no brush site attendant, residential permits will be scanned with a card reader and the associated license plate will be recorded by camera. The brush site attendant also monitored what was being dropped off at the site to verify brush site regulations were being followed. With the new automated gate, brush site regulations will still need to be enforced, but the use of security cameras and a license plate camera in conjunction with the card readers will allow the City to determine potential violations of the brush site's regulations. Signs posted at the brush site will let residents know where to put their brush/branches, yard waste, and logs 12" in diameter or less. A sign will also be posted for residents to take free wood chips or compost if available.

A copy of the proposed brush site brochure containing permit fees, brush site regulations, and hours of operation is attached. The brush site brochure has more detailed information concerning invasive weed disposal, but the following general regulations listed in the brochure will continue to be enforced:

- Only brush and yard waste from a permit holder's residential lot in the City of Mequon is accepted. Residents are allowed to register a maximum of two license plates with each brush site permit. License plate numbers may be updated in the permit system by contacting the Department of Public Works.
- No commercial dumping.
- No dumping outside the fenced site.
- No dumping of anything other than grass, leaves, non-invasive weeds, pumpkins, garden waste, brush and branches up to 12" in diameter, and soft-bodied green herbaceous material under 1" in diameter.

Penalties for violating any brush site regulations will be enforced as follows:

1. First Violation - The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site.
2. Second Violation - The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site, **and** the Brush Permit will be suspended for the remainder of the season.
3. Third Violation - The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site **and** will have brush site privileges permanently revoked.

Fiscal Impact

The fiscal impact should be neutral. The increase in the Brush Permit Fees is intended to cover the increased costs of electronic permit cards, increased electrical and communications costs associated with the automated gate, and additional site cleanup required with expanded brush site hours of operation.

Recommendation

A recommendation is forthcoming from the Committee of the Whole on February 10, 2026.

Attachments:

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4263

RESOLUTION 4263 - A Resolution Approving Permit Fees, Hours of Operation and Proposed Regulations for the City Brush Site During Calendar Year 2026

RECITALS

A. The City Brush Site Improvement Project, including an automated gate and expanded yard, was substantially completed in November 2025.

B. With the addition of an automated gate for the 2026 season, the brush site will no longer have a brush site attendant, and instead access will be granted electronically with a brush site permit card reader at the entrance gate.

C. Due to the added expense of electronic brush site permit cards, utility costs, and site management costs, fees for brush site permits require adjustment.

D. With the addition of an automated gate, the brush site will have expanded access with increased hours and days of operation, requiring adoption of a new brush site season schedule.

E. Without a brush site attendant, brush site regulations will be enforced after-the-fact using security and license plate cameras and the brush site's card readers. Penalties for violations will need to be issued. The brush site regulations include:

- Only brush and yard waste from a permit holder's residential lot in the City of Mequon is accepted. Residents are allowed to register a maximum of two license plates with each brush site permit. License plate numbers may be updated in the permit system by contacting the Department of Public Works.

- No commercial dumping.

- No dumping outside the fenced site.

- No dumping of anything other than grass, leaves, non-invasive weeds, pumpkins, garden waste, brush and branches up to 12" in diameter, and soft-bodied green herbaceous material under 1" in diameter.

F. The Committee of the Whole at its meeting on February 10th, 2026, approved staff recommendations.

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

1. The "Brush Permit" fee in the City of Mequon Fee Schedule is increased from \$25.00 to \$40.00 for the initial 2026 electronic brush permit cards issued to residents.

2. The "Lost Brush Permit Replacement Fee" in the City of Mequon Fee Schedule is renamed the "Replacement Brush Permit Card" fee, and is increased from \$5.00 to \$35.00.

3. An “Annual Renewal” fee of \$30.00 for Brush Permit renewals shall be added to the City of Mequon Fee Schedule.

4. The dates and hours of operation of the Brush Site are approved to be the 1st Tuesday of April through the 2nd Sunday of December, (Tuesday–Sunday) 7:30 AM - 7:00 PM. The site will be closed on Mondays for site management.

5. Penalties for violating any brush site regulations will be enforced as follows:

a. First Violation – The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site.

b. Second Violation - The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site, and the Brush Permit will be suspended for the remainder of the season.

c. Third Violation - The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site and will have brush site privileges revoked permanently.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

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

Caroline Fochs, City Clerk



Materials Accepted

- Grass
- Leaves
- Non-invasive weeds
- Pumpkins
- Garden waste
- Brush and branches up to 12" in diameter
- Soft body green herbaceous material under 1" in diameter

More Information



Curbside pickup is **not provided** by the City of Mequon.



The City provides **no assistance** in loading.



Place all material in the **designated areas**.



Contact Us



262-236-8159



dpwadmin@cityofmequonwi.gov



www.cityofmequonwi.gov/publicworks/page/brush-site-2026



Department of Public Works
10800 N Industrial Drive
Mequon, WI 53092



City of Mequon
Department of Public Works

2026 Brush Site

Annual Permit

New Card	\$40.00
Replacement Card	\$35.00
Annual Renewal	\$30.00

Available for purchase by check, cash, or card at the following locations:

Mequon City Hall
11333 N Cedarburg Road
Mequon, WI 53092

Monday-Friday
8:00 AM to 4:30 PM

Department of Public Works
10800 N Industrial Drive
Mequon, WI 53092

Monday-Friday
7:00 AM to 3:30 PM

Schedule

The Brush Site will be open each year from the **first Tuesday of April** to the **second Sunday of December**.

2026 Dates and Times

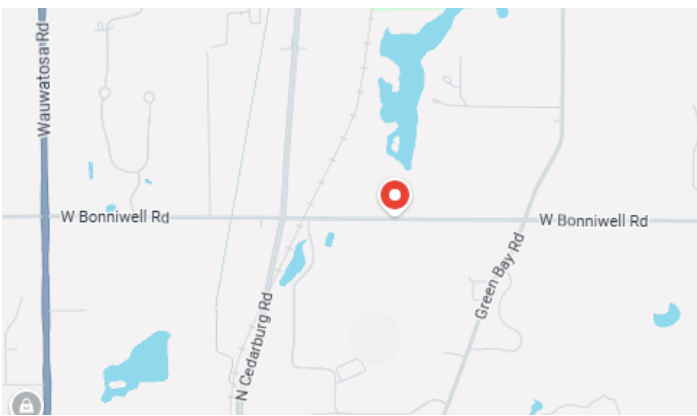
April 7, 2026 to December 13, 2026

Tuesday-Sunday
7:30 AM to 7:00 PM

The Brush Site is closed on Mondays.

Location

6000 W Bonniwell Road
Mequon, WI 53097



Invasive Weeds

Invasive weeds **must** be collected separately from other yard waste.

1 Place the whole plant (or their flower/seed heads) in a clear bag labeled "Invasive Plants—Please Landfill".

2 Place these bags out for collection by your contracted licensed garbage hauler.

Contracted licensed haulers are authorized to accept these invasive plants by the DNR.

Invasive species to be bagged and collected by your contracted licensed garbage hauler:

Garlic mustard	Yellow and white clover
Purple loosestrife	Wild parsnips
Spotted knapweed	Canada thistle
Leafy spurge	Common and cut leaf teasel
Crown vetch	Birds-foot trefoil
Dames rocket	Tansy

<https://dnr.wisconsin.gov/topic/Invasives>



Regulations



Only brush and yard waste from a **residential lot** in the City of Mequon as shown on the residents' current brush site permit is accepted.



No commercial dumping.



No dumping outside of the fenced site.



No dumping of anything other than grass, leaves, non-invasive weeds, pumpkins, garden waste, brush and branches up to 12" in diameter, soft body green herbaceous material under 1" in diameter.

Violations

Penalties for violating any brush site regulations will be enforced as follows:

1

First Violation: The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site.

2

Second Violation: The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site, **and** the Brush Permit will be suspended for the remainder of the season.

3

Third Violation: The violator will be issued a notice of violation and be required to remove any material not allowed at the brush site **and** will have brush site privileges revoked permanently.



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www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: February 10, 2026
SUBJECT: RESOLUTION 4264 - A Resolution Approving an Agreement for Municipal Prosecution Services During Fiscal Years 2026-27 with Houseman & Feind, LLP, of Grafton, Wisconsin

Background

In 2022, City staff initiated a review of the City's legal services. Following an evaluation of the proposals received, a determination was reached to split the provision of general legal services and municipal prosecution services between two responding firms. Accordingly, a two-year agreement for municipal prosecution services during 2023-24 was approved with the law firm of Houseman & Feind, and attorney Johnathan Woodward was appointed City Prosecutor. More recently, all terms of the approved agreement were maintained in 2025, and the City was informed earlier this month that Mr. Woodward would be departing from Houseman & Feind following his appointment as Circuit Court Commissioner for Ozaukee County.

Analysis

With Mr. Woodward's departure, it is now appropriate to consider the appointment of a new municipal prosecutor, as well as a proposed renewal of the prosecution services agreement. Houseman & Feind, a local firm based in Grafton, represents several jurisdictions locally as municipal prosecutors, and staff believes that utilizing a firm that specializes in this area continues to provide improved service both within, and outside, the City organization. In connection with the renewal, Attorney Michael Herbrand - who serves as City Attorney for the City of Cedarburg and Village Attorney for the Village of Grafton - will continue to oversee the work of Mequon's appointed prosecutor. To this end, Mr. Herbrand recommends the appointment of firm attorney Eleanor Cammarano - who currently serves as the Village of Thiensville's municipal prosecutor - as the City's new prosecutor.

The prior decision to assign municipal prosecution services - which include both the adjudication of traffic citations and municipal code violations via the Mid-Moraine Municipal Court System - to a separate firm mirrors an approach the City has taken over the years towards utilizing specialized outside counsel. Currently, the City contracts with another outside firm, von Briesen, s.c, for all labor and personnel matters. Additionally, specialized counsel is also routinely used for issuing debt (bond counsel), complex land-use matters, and the handling of litigation claims, depending upon their nature.

A copy of the proposed two-year agreement with Houseman & Feind is attached. Should the City at any point determine that services under the newly appointed prosecutor are not otherwise meeting expectations, the agreement can be terminated upon sixty (60) days' written notice.

Fiscal Impact

Pursuant to the attached two-year agreement, standard prosecution services will be provided at a

cost of \$2,500 per month in 2026, and \$2,750 per month in 2027. Notably, the \$2,500 per month rate remains unchanged from fiscal years 2024 and 2025, with the 10% adjustment slated for 2027 resulting in an annualized increase of 3.33%.

Additionally, all other matters covered outside the normal monthly retainer - which is likely to include the resolution of, and follow-up on, various code enforcement matters handled by the Department of Community Development - will be billed at a rate of \$215 per hour in 2026, and \$225 per hour in 2027. This represents an increase from the hourly rate of \$200 that was in place from 2023-25. For 2026, \$36,000 has been included in the City's Legal Services Budget for municipal court and related prosecution matters.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on February 10, 2026.

Attachments:

MUNICIPAL PROSECUTION SERVICES AGREEMENT - 2026-27

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4264

RESOLUTION 4264 - A Resolution Approving an Agreement for Municipal Prosecution Services During Fiscal Years 2026-27 with Houseman & Feind, LLP, of Grafton, Wisconsin

RECITALS

- A. In 2022, the City of Mequon approved the appointment of a separate law firm to handle municipal prosecution services on behalf of the City.
- B. This appointment was consistent with the City's more recent approach to utilizing outside counsel for specialized matters, such as labor & personnel, land-use and litigation claims.
- C. In connection with this appointment, a two-year agreement with Houseman & Feind, LLP, of Grafton, Wisconsin, was approved for Fiscal Years 2023 and 2024, and Attorney Johnathan Woodward was appointed to the position of Municipal Prosecutor.
- D. Following continuation of this agreement during Fiscal Year 2025, the City was recently informed that Mr. Woodward would be resigning from his position as Municipal Prosecutor to accept an appointment as Court Commissioner for Ozaukee County.
- E. Accordingly, an updated agreement for municipal prosecution services for Fiscal Years 2026 and 2027, and the appointment of Eleanor Cammanaro as the City's new Municipal Prosecutor, is recommended by the City Administrator's Office.
- F. The Finance-Personnel Committee has reviewed the above recommendation and recommends the approval of the attached two-year agreement for Fiscal Years 2026 and 2027.

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

1. The Legal Services Agreement for Municipal Prosecution Services with Houseman & Feind, LLP, of Grafton, Wisconsin, in the form attached hereto, is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 10, 2026

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

Caroline Fochs, City Clerk

LEGAL SERVICES AGREEMENT FOR MUNICIPAL PROSECUTION SERVICES

This Legal Services Agreement for Municipal Prosecution Services (“Agreement”) is made by and between the City of Mequon (“Mequon”) and Houseman & Feind LLP (“Houseman”).

Mequon and Houseman agree as follows:

TERM AND RENEWAL

The Term of this Agreement is from January 1, 2026, through December 31, 2027.

SCOPE OF ENGAGEMENT

Houseman shall be appointed as the City’s Prosecuting Attorney, pursuant to Mequon Municipal Code § 2-183(b)(1). Attorney Eleanor Cammarano shall be the principal Prosecuting Attorney.

Pursuant to its appointment as Prosecuting Attorney, Houseman shall provide services to Mequon in two categories: Routine Services and Extraordinary Services.

The Routine Services comprise the following:

1. Attendance at each month’s initial appearance date in the Mid-Moraine Municipal Court;
2. Conducting pretrial conferences with defendants or their attorneys for municipal court citations for which a not guilty plea has been entered;
3. Preparation for and attendance at motion hearings and trials in the Mid-Moraine Municipal Court, or before another municipal judge in the event the Mid-Moraine Municipal Judge is recused or substituted;
4. Routine communications with the Mid-Moraine Municipal Court incidental to the above tasks, including but not limited to scheduling communications;
5. Routine advice to the City of Mequon’s Police Department related to traffic and municipal ordinance enforcement;
6. Initial advice comprising enforcement strategy and procedure to the Community Development Department related to code enforcement matters;
7. Annual in-service training to members the City of Mequon Police Department regarding traffic and municipal ordinance enforcement; and
8. Assisting in any matters concerning the return of personal property from the Mequon Police Department to a named defendant, as may be necessary.

Extraordinary Services comprise the following:

1. Legal services related to the prosecution of any matter which has been transferred to, appealed to, or initiated in the first instance in the Ozaukee County Circuit Court, or any appellate court;

2. Prosecuting any matter before, or furnishing advice to, a quasi-judicial or administrative body of Mequon, including but not limited to the Common Council or the Zoning Board of Appeals. This includes but is not limited to prosecution of suspension, revocation, non-renewal, or non-issuance of alcohol beverage licenses;
3. Legal services or advice to any Mequon department other than the Police Department, including but not limited to code enforcement and inspection services, not otherwise identified above as a Routine Service; and
4. Any legal services not otherwise specified as a Routine Service.

To avoid any ambiguity, advice relating to public record requests is not a prosecutorial function and shall be handled by Mequon's general city attorney.

COMPENSATION

Compensation for Routine Services shall be as follows:

From January 1, 2026, through December 31, 2026, a flat rate of **\$2,500.00 per month**.

From January 1, 2027, through December 31, 2027, a flat rate of **\$2,750.00 per month**.

Compensation for Extraordinary Services shall be as follows:

For the term of January 1, 2026, through December 31, 2026, **\$215.00 per hour**, billed in increments of one-tenth of an hour.

For the term of January 1, 2027, through December 31, 2027, **\$225.00 per hour**, billed in increments of one-tenth of an hour.

COSTS AND EXPENSES

In addition to the foregoing compensation, Mequon shall reimburse Houseman for costs and expenses advanced by Houseman related to the legal services rendered. The most common costs and expenses are: fees to sheriffs and private process servers for service of legal process, witness fees, court filing fees, court transcript fees, fees for certification of court or other public records, postage charges, and express courier charges. Some of these expenses may ultimately be taxed to a judgment against a defendant if Mequon prevails in court, and would potentially be recouped by Mequon upon the Court's collection of a judgment.

BILLING AND PAYMENT

Houseman will furnish an invoice to Mequon each month; Mequon shall pay Houseman within 30 days of receipt of any invoice.

LIMITATION OF SCOPE OF REPRESENTATION AND CONFLICTS

Houseman shall represent Mequon only in the matters set forth in the “Scope of Engagement” above. Mequon may ask Houseman to perform additional work, which if performed may be subject to the terms of this Agreement or may be subject to the terms of a separate written agreement limited to the additional work. Otherwise, this Agreement can only be modified by a writing signed by both parties. Houseman agrees not to engage in litigation against the City or to represent clients that have interests which are directly adverse to the City without first securing informed consent as provided by the Rules of Professional Conduct for Attorneys, as may be amended from time to time. Houseman shall have a continuing duty to disclose such information. This Agreement is subject to a contemporaneous Informed Consent request due to a matter ongoing at the time of this Agreement.

SPECIAL PROSECUTOR

From time to time, it may be necessary for Houseman to refer an individual matter to a special prosecutor due to a conflict of interest. Mequon hereby provides general consent for any of the following to serve as special prosecutor in individual cases:

1. Mequon’s general city attorney or other attorneys employed by the firm of the general city attorney; and
2. Any attorney who serves as the regular prosecuting attorney for a municipality in Ozaukee County or any neighboring county.

INSURANCE

Houseman shall maintain professional liability insurance in the amount of two million (\$2,000,000.00) dollars with respect to services rendered pursuant to this Agreement.

The coverage maintained by Houseman shall be primary; provided, however, that the coverage maintained by the City shall be primary as to any claim that is not covered by the insurance maintained by the Attorney or for which such carrier refuses or reserves its rights against a demand for tender of defense or payment of claim.

PRIVILEGED COMMUNICATIONS

The provisions of Chapters 19 and 905 of the Wisconsin Statutes, SCR Chapter 20 and related case law shall govern all communications between the parties.

INDEPENDENT CONTRACTOR STATUS AND PUBLIC RECORDS LAW STATUS

At all times during the scope of this Representation, Houseman shall be deemed an independent contractor for Mequon. Houseman shall not be the custodian of or authority for any public records.

TERMINATION

Either party may terminate this Agreement without cause upon written 60-day notice to the other party. Unless otherwise agreed, such Representation shall terminate at the end of the month following the 60-day notice. The Wisconsin Rules of Professional Conduct for Attorneys shall govern any termination of this Agreement.

MISCELLANEOUS

This Agreement, and the interests hereunder shall not be assigned without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement shall be governed by, and construed under the laws of the State of Wisconsin. Any disputes regarding this Agreement shall be venued in Ozaukee County. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision. Headings in this Agreement are included for the convenience of reference and may not be varied, modified or amended as to any term or condition expressed herein except in a writing duly signed on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their respective officers on the dates indicated below.

Dated _____ . **CITY OF MEQUON**

Andrew Nerbun, Mayor

Countersigned:

Caroline Fochs, City Clerk

Dated _____ . **HOUSEMAN & FEIND LLP**

Michael P. Herbrand



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

www.cityofmequonwi.gov

Finance

TO: Common Council
FROM: Marie Keyser, Assistant Finance Director
DATE: February 10, 2026
SUBJECT: RESOLUTION 4265 - A Resolution Approving Execution of an Agreement for Utility Bill Printing and Mailing Services for the Period March 17, 2026 - March 16, 2029 with Primadata, LLC of Green Bay, Wisconsin, in the Estimated Amount of \$54,000

Background

The Mequon Sewer Utility and Mequon Water Utility currently utilize a printing service to print, fold, insert and mail quarterly utility bills. The current three-year Service Agreement with Primadata, LLC and Bayside Printing, LLC expires on March 17, 2026. Bayside Printing, LLC performs the bill inserting, while Primadata, LLC performs the file setup, printing and mailing. City Staff were notified in December 2025 that Primadata, LLC and Bayside Printing, LLC were no longer partnering together. Accordingly, the City needs to execute a new agreement listing only Primadata, LLC as the service provider, to ensure service is not interrupted.

Analysis

Mequon Sewer and Water Utilities have partnered with these two entities since 2016. Primadata, LLC assured staff that they could provide all current services, without the assistance of Bayside Printing, LLC, on a going forward basis. This new Service Agreement is dated March 17, 2026 and will be in effect for three years, with an additional one-year extension, unless cancellation is provided in writing sixty days prior to March 17, 2029.

Presently, Mequon Utility customers may elect to receive their quarterly utility bill via mail or email. Between the two utilities, there are about 9,700 customers, and about 66% receive mailed bills. That percentage has decreased significantly over the last few years as the Finance Department staff promote email billing through the weekly bulletin, new customer forms and the utility bill itself.

Given that this agreement supports operations in both the City's Sewer and Water utilities, and that approval of such would require the scheduling of two additional Commission meetings for the consideration of such, this item is being brought before the Finance-Personnel Committee for review and recommendation.

Fiscal Impact

In Fiscal Year 2025, the cost per utility bill to print, fold, insert and mail was approximately \$0.66. Each Utility pays for its portion of the cost, which in 2025 equated to \$10,300 in the Sewer Utility and \$6,800 in Water Utility.

The total service cost varies slightly each quarter due to the current postage rate and the number of utility bills produced. Since Mequon is a growing community, the number of customer accounts increases every quarter.

Staff sought quotes from three vendors to ensure Primadata, LLC still offers the best service for the best price. Below is the approximate cost to print, fold, insert and mail each utility bill from three printing vendors. For reference, the current First-Class postage rate is \$0.78.

Vendor	Location	Cost per Utility Bill
Primadata, LLC	Green Bay, WI	\$0.69
ABT Mailcom	Lake Geneva, WI	\$0.91
United Mailing Services	Brookfield, WI	\$0.88

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on February 10, 2026.

Attachments:

Primadata Service Agreement

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4265

RESOLUTION 4265 - A Resolution Approving Execution of an Agreement for Utility Bill Printing and Mailing Services for the Period March 17, 2026 - March 16, 2029 with Primadata, LLC of Green Bay, Wisconsin, in the Estimated Amount of \$54,000

RECITALS

A. City staff and the City Attorney have reviewed the Service Agreement received from Primadata, LLC and recommend authorization of the Agreement for 2026 - 2029, with the option to renew for one additional year.

B. Following review, the Finance-Personnel Committee has recommended the execution of Service Agreement with Primadata, LLC.

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

1. The Service Agreement as proposed by Primadata, LLC and recommended by the Finance-Personnel Committee are approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: 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

3 Year Service Agreement Primadata/City of Mequon

Date: 03/17/2026

Project Name: **Utility Bills**

Primadata, LLC (“Service Provider”) will supply, and City of Mequon (“Customer”) will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement and any attached Schedules.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years, after which this Agreement may automatically renew for one (1) additional year unless either party provides written notice of nonrenewal not later than sixty (60) day prior the expiration of the initial three-year term. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies, and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is one hundred (\$100.00)/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered.

Service Provider will receive a file(s) on a set schedule over their Secure File Transfer Protocol (SFTP) for the project(s).

Service Provider will invoice each project on a quarterly basis. The scope of work is laid out below.

Scope of Work

Production Services

<u>Item</u>	<u>Price/Description</u>
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office
Postage	Postage as incurred and invoiced separately, requires postage account to be established before the first mailing. Postage is a pure pass-through and is subject to change according to USPS rates.
Statement Page 1	\$0.092/each – Print 1/0 on 8.5x11 24# white w/3.5” perf, insert into PDI #10 double window envelope
Additional Images	\$0.038/image – All additional pages will be printed 1/1 on plain 8.5x11 24# supplied by Service Provider
Manual Flat Inserting	\$0.60/each – hand insert into 9x12 envelope (includes the cost of envelope)
Inserting Service	\$0.018/each

Insert Printing	To be quoted at the time of request
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Optional Services

Reprocessing Charge	\$80.00/each
Message Rework Charge	\$60.00/each

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Data processing and setup includes CASS certification/standardization of addresses provided, necessary barcode creation, merging variable data into templates and setting up printer configurations.
- 4) Any Development work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services are charged at \$175.00 per hour. Customer will be notified of the needed work.
- 5) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

Production Schedules

Production schedules will be established in Schedule A, and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates for the impacted job(s) will be subject to renegotiations. There will be no liability or penalty for delayed delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting these requirements will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice for services. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has

been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is “due on receipt”.

Liability

Except for those claims stemming from data breaches and those stemming from the intentional acts of Service Provider and its officers, employees, agents and contractors, the Service Provider’s liability will be limited to the replacement of, and postage for any errors in printing, storing, sorting and mailing of documents. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. Service Provider shall indemnify and hold Customer harmless for claims stemming from data breaches or the release of confidential data up to the amount Service Provider’s applicable insurance coverage limits. To help limit the effects of a breach, Service Provider will remove all Customer’s data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the documents. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider’s fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer’s expense, or destroyed upon termination of the Agreement.

Indemnification

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal mean, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties including at least one representative of senior management, is held at a mutually convenient time and place as soon as possible to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone’s right to privacy or other personal or economic rights. The Customer will,

at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal laws in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Recognition by Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under the Agreement shall be the circuit court for Ozaukee County, State of Wisconsin.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the attached Schedules) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to insist upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the Parties set forth in this Agreement by hand, electronic or by a courier service (costs prepaid).

Counterparts: Electronic Signatures

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Primadata, LLC

City of Mequon

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

www.cityofmequonwi.gov

Public Works

TO: Common Council
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



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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



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

www.cityofmequonwi.gov

Buildings and Grounds

TO: Common Council
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.

**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: Common Council
FROM: Justin Bodoh, Building Superintendent
DATE: February 10, 2026
SUBJECT: RESOLUTION 4258 - A Resolution Authorizing Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026A 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 Specific Vendors to Exceed \$25,000 in Annualized Expenditures During Fiscal Year 2026A 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: _____