



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

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of the City Clerk  
Taped and Televised

**COMMON COUNCIL**  
**Regular Meeting**  
**Tuesday, March 10, 2026 - 7:30 PM**  
**Or Immediately Following the**  
**Sewer Utility District Commission Meeting**  
**Christine Nuernberg Hall**

**Agenda**

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Hearing(s):** 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 the item is considered on the agenda. Please speak into the microphone at the podium. The time limit 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 January 12, 2026
  - b) Common Council meeting minutes of February 10, 2026
  - c) Festivals Committee meeting minutes of January 19, 2026
  - d) Finance-Personnel Committee meeting minutes of January 13, 2026

- e) Public Welfare Committee meeting minutes of December 9, 2025, and January 13, 2026
- f) Public Works Committee meeting minutes of December 9, 2025, and January 13, 2026
- g) **RESOLUTION 4267** - A Resolution Approving a Certified Survey Map for the Property Located at 11449 North Farmdale Road and Accepting the Dedication of 0.61 Acres of Public Right-of-Way Along North Farmdale Road; **Recommended by Planning Commission February 23, 2026.**
- h) **RESOLUTION 4268** - A Resolution Approving a Development Agreement with Granville Ridge, LLC, for a 13-Lot Conservation Subdivision upon the Properties Located at the Northeast Corner of Granville and Mequon Roads and the West Portion of 11449 North Farmdale Road; **Recommended by Planning Commission February 23, 2026.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4269** - A Resolution Approving the Second Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2056; **Recommendation Forthcoming by Finance-Personnel Committee March 10, 2026.**
- b) **RESOLUTION 4270** - A Resolution Ratifying Execution of a Professional Services Agreement for the Acquisition and Installation of a Replacement City-Wide Server with Office Technology Group of Milwaukee, Wisconsin in the Amount of \$110,000; **Recommendation Forthcoming by Finance-Personnel Committee March 10, 2026.**
- c) **RESOLUTION 4271** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2026, Related to Athletic Field Fees Charged to Season Users and All Other Users, and Super Pass Fees for the Mequon Community Pool; **Recommendation Forthcoming by Finance-Personnel Committee March 10, 2026.**
- d) **RESOLUTION 4272** - A Resolution Amending the City's FY2026 Compensation Plan in Connection with Establishing the Position of Staff Engineer; **Recommendation Forthcoming by Finance-Personnel Committee March 10, 2026.**
- e) **RESOLUTION 4273** - A Resolution Approving Award of the Following Items: A) A Contract for the Construction of Streetscaping Elements Along Port Washington Road Between Mequon Road and Zedler Lane to Wil-Surge Electric, Inc. of Butler, Wisconsin in an Amount Not-to-Exceed \$2,500,000; and B) A Contract for Construction Administration Services to Harwood Engineering Consultants, Ltd. of Milwaukee, Wisconsin in the Amount of \$24,000; **Recommendation Forthcoming by Public Works Committee March 10, 2026.**
- f) **RESOLUTION 4274** - A Resolution Approving Award of the Lake Shore Drive Reconstruction Phase One Contract to Payne and Dolan, Inc. of Jackson, Wisconsin, in the Amount of \$970,000, Along with Additional Authorized Project Expenses for a

Total Estimated Cost of \$1,097,000; **Recommendation Forthcoming by Public Works Committee March 10, 2026.**

- g) **RESOLUTION 4275** - A Resolution Awarding a Three-Year Landscape Maintenance Contract for Road Medians and Other Public Properties to SMB Landscape Contractors, LLC of Thiensville, Wisconsin in the Estimated Amount of \$120,186; **Recommendation Forthcoming by Public Works Committee March 10, 2026.**
- h) **RESOLUTION 4276** - A Resolution Approving the Purchase and Installation of a Universal Snowplow & Wing Package, Salt Spreader, Truck V-Box, and Wedge Brine Tanks with High Capacity Brine Anti-Icing System from Universal Truck Equipment, Galesville, Wisconsin, for \$188,529, and Additional Components Not-to-Exceed \$5,000, for a Total Cost of \$193,529; **Recommendation Forthcoming by Public Works Committee March 10, 2026.**
- i) **RESOLUTION 4277** - A Resolution Approving Award of the Following Items: (A) A Contract for Implementation of a Replacement Supervisory Control and Data Acquisition (SCADA) System to Integrated Process Solutions, Inc. of Fosston, Minnesota in the Amount of \$1,921,500; and B) Execution of Task Order No. 2 for Project Management Services Under an Existing Contract with MSA Professional Services, Inc. of Kiel, Wisconsin in the Amount of \$20,000; **Recommendation Forthcoming by Sewer Utility District Commission and Mequon Municipal Water Commission March 10, 2026.**
- j) **RESOLUTION 4278** - A Resolution Ratifying Contract Awards for the Preparation of Bid Documents and Construction Inspection Services in Connection with the Replacement of Pumps and Valves at Lift Stations R and U, to Baxter & Woodman of Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$26,350; **Recommendation Forthcoming by Sewer Utility District Commission March 10, 2026.**

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

11) **Specified New Business:** None

12) **Adjourn**

DATED: March 10, 2026

/s/ Andrew Nerbun, Mayor

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Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodation for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

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



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**INSPECTION DIVISION**

**ARCHITECTURAL BOARD MINUTES**  
**Monday, January 12, 2026**  
**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,

Architectural Board Liaison: Greg Golden

**2. Meeting Minutes**

Minutes from December 8, 2025, meeting were approved by Vice-Chairman Paul Apfelbach and seconded by District Representative Tom Irvin.

Minutes passed unanimously.

### 3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	<b>New Single-Family Residence</b>	Veridian Homes LLC 8284 W. Bluebird Court  Subd: The Enclave	Contractor: Veridian Homes LLC  Architect: Veridian Homes LLC
<p>Moved to Approve: <u>Mikkelson</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted with the condition that the grade on the rear elevation of the garage should be raised with a step in the corner.</p>				
2)	Dist. 5 6:05 pm	<b>New Single-Family Residence</b>	Daniel & Veronika Keller 108 E. Mequon Road  Subd: N/A	Contractor: Owner  Architect: Ken Dahlin
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Apfelbach</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				
3)	Dist. 1 6:10 pm	<b>New Single-Family Residence</b>	Reza Namdar Ghanbari 12852 N. Granville Road  Subd: N/A	Contractor: Integral Construction and Development  Architect: Vision Architects LLC
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Mikkelson</u></p> <p>Approved: <u>Yes (4-2)</u></p> <p>Vote – Ayes: <u>Irvin, Mikkelson, Helm, Reed</u> Nays: <u>Wade, Apfelbach</u></p> <p>Conditions: Plans approved as submitted with the condition that one transom window should be added on the west wall (left side-1<sup>st</sup> floor) of the garage under the exterior stairway.</p>				

4)	Dist. 1 6:15 pm	<b>Two Outbuildings</b>	Robert & Ashley Groth 11420 W. Freistadt Road  Subd: N/A	Contractor: Walters Buildings  Architect: Walters Buildings
<p>Moved to Approve: <u>Apfelbach</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Plans approved as submitted.</p>				

5)	Dist. 1 6:25 pm	<b>Re-submittal: Outbuilding</b>	Robert Spector 13068 N. Fox Hollow Road  Subd: N/A	Contractor: John Sauermilch Jr.  Architect: Stauss Architect LLC
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Apfelbach</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimously</u></p> <p>Conditions: Re-submitted plans approved.</p>				

4. **Motion to Adjourn**

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

A vote was taken; vote passed unanimously.  
Meeting adjourned at 6:42 p.m.



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

**Minutes**

**1) Call to Order**

The meeting was called to order by Mayor Nerbun at 7:40 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 Bratt, Alderman Gebhardt

**Also present:** City Administrator William Jones, Assistant City Administrator Jessica Wolff, Finance Director Brenda Arnett, City Clerk Caroline Fochs, City Attorney Brian Sajdak, and City Engineer Kristen Lundeen.

**4) Public Hearing(s): 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 the item is considered on the agenda. Please speak into the microphone at the podium. The time limit 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

<b>MOTION:</b>	Motion to approve all Consent Agenda items
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Voice Acclamation

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

**8) Ordinances: None.**

**9) Resolutions**

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

<b>MOTION:</b>	Motion to approve Resolution 4263
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<b>MOVER:</b>	Alderman William Gebhardt
<b>SECONDER:</b>	Alderman Brian Parrish
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Voice Acclamation

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

<b>MOTION:</b>	Motion to approve Resolution 4264 with amended language to included quarterly reporting
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman Brian Parrish
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Roll Call Vote with amendment

- c) **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

<b>MOTION:</b>	Motion to approve Resolution 4265
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman Brian Parrish
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Roll Call Vote

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

<b>MOTION:</b>	Motion to approve Resolution 4266
<b>MOVER:</b>	Alderman Jeffrey Hansher
<b>SECONDER:</b>	Alderman Kelly Tolocko

<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Roll Call Vote

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

<b>MOTION:</b>	Motion to approve Resolution 4257
<b>MOVER:</b>	Alderman Jeffrey Hansher
<b>SECONDER:</b>	Alderman Gregg Bach
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Voice Acclamation

- f) **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

<b>MOTION:</b>	Motion to approve Resolution 4258
<b>MOVER:</b>	Alderman Jeffrey Hansher
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Voice Acclamation

**10) Specified Unfinished Business from Prior Meetings**

**11) Specified New Business**

**12) Potential Closed Session**

**13) Adjourn**

<b>MOTION:</b>	Motion to adjourn at 7:45 p.m.
<b>MOVER:</b>	Alderman Jeffrey Hansher

<b>SECONDER:</b>	Alderman Kelly Tolocko
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
<b>RESULT:</b>	Approved by Voice Acclamation

Respectfully Submitted,  
Janet Meyer, Deputy Clerk

DRAFT



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Office of the City Administrator

**FESTIVALS COMMITTEE**  
**Regular Meeting**  
**Monday, January 19, 2026 - 6:30 PM**  
**North Conference Room**

**Minutes**

**1) Call to Order and Roll Call**

The meeting was called to order by Chair White at 6:31 p.m.

**Present:** Chair White, Vice Chair Conaty, Committee Member Benson (arrived 6:41 p.m.), Committee Member Hohn, Committee Member Johnson, Committee Member Liljegren, Committee Member Nerbun, Committee Member Wirth

**Not Present:** Committee Member Luchins, Committee Member Mchenry

**Also Present:** Executive Assistant Kong and interested public

Chair White began the meeting by asking for a summary of the Winter Wonderland event on December 7, 2025. Members commented that they thought turnout was lower, probably due to the cold and the rescheduled Packers game that was at the same time. Some positive feedback was that people appreciated having a volunteer to manage the carriage ride area. The children's area was too cold for a craft, especially with stickers and paint/markers. There was also a nice number of food donations and people were looking for the donation bins and using them.

The Committee discussed potential opportunities to partner with other events in the area to piggy-back on those activities rather than try to compete or host our own. Attendance has been going down and it has been harder to sign up choirs to attend (the Homestead choir always sings for the Thiensville tree lighting). Member Wirth suggested a tree-decorating event that could be sponsored by local organizations or businesses that could be up earlier and longer for people to view and that could be indoor or outdoor somewhere.

Member Nerbun said the Committee should re-visit its mission and determine if there is a better event that could be planned rather than something centered around a tree lighting. It is difficult to book the carriage ride and Santa for Winter Wonderland if not confirmed now (almost a year ahead of the date). Members should review the charter and brainstorm some other events that could better promote the mission of hosting family events to bring people to the civic campus.

<b>MOTION:</b>	Motion to forego Winter Wonderland for December 2026
<b>MOVER:</b>	Committee Member Vanessa Nerbun
<b>SECONDER:</b>	Committee Member Brett Benson
<b>AYES:</b>	Chair Miranda White, Vice Chair Deanna Conaty, Committee Member Brett Benson, Committee Member Jenne Hohn, Committee Member Tracy Johnson, Committee Member Lisa Liljegren, Committee Member Vanessa Nerbun, Committee Member Janet Wirth
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation

The motion to pause Winter Wonderland was passed, but the Committee needs to come up with other ideas for an additional event in place of Winter Wonderland. As part of this decision, the Committee will not secure a Santa or a carriage ride for December 2026. Beginning at the February meeting, the Committee needs to come up with a second event.

*\*This was not an Action Item listed on the Agenda, so it will need to be brought forward again as an Agenda Item on the February 16, 2026, meeting agenda for a formal vote\**

**2) Approval of Meeting Minutes**

- a) Meeting minutes of November 17, 2025

<b>MOTION:</b>	Motion to approve the minutes
<b>MOVER:</b>	Committee Member Vanessa Nerbun
<b>SECONDER:</b>	Committee Member Lisa Liljegren
<b>AYES:</b>	Chair Miranda White, Vice Chair Deanna Conaty, Committee Member Brett Benson, Committee Member Jenne Hohn, Committee Member Tracy Johnson, Committee Member Lisa Liljegren, Committee Member Vanessa Nerbun, Committee Member Janet Wirth
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation

**3) Committee Chair Update - This item was brought up before the approval of the minutes.**

**4) Action Items**

- a) Confirm 2026 Festival event dates

Taste of Mequon usually is planned for the second Saturday of September. The Committee confirmed that it will be Saturday, September 12, 2026.

- b) Approve headlining band for Taste of Mequon

Member Liljegren said that last year she spent \$6200 for the bands. Member Nerbun said that the timing should return to ending at 9 p.m. to allow for more time with the selected band. Feedback from last year’s attendees was that they did not like how early it ended (at 8 p.m.). The Committee asked about changing the overall layout of the event space. If the food trucks were moved could that allow for better takedown process? Does the stage have to be in front of City Hall or could it be relocated by the Library parking lot/baseball field area? The sound and layout last year created too much noise and congestion near the stage.

<b>MOTION:</b>	Motion to approve the overall band budget of \$6200
<b>MOVER:</b>	Chair Miranda White
<b>SECONDER:</b>	Committee Member Vanessa Nerbun
<b>AYES:</b>	Chair Miranda White, Vice Chair Deanna Conaty, Committee Member Brett Benson, Committee Member Jenne Hohn, Committee Member Tracy Johnson, Committee Member Lisa Liljegren, Committee Member Vanessa Nerbun, Committee Member Janet Wirth
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation

The Committee approved the overall budget and Member Liljegren will review what bands should be considered at the next meeting with the goal of booking three again for September. The Committee likes the general format of having three bands with a bigger band that does cover/dance songs at the end. Any other band options should be shared with Member Liljegren.

**5) Discussion Items**

- a) Review sub-committee options and assign leads

The Committee reviewed a list of sub-committees that had been created as part of a manual for the Festivals Committee back in 2019. Member Hohn was interested in working with the team of volunteers. Member Johnson would take the lead on marketing/communications, look at options for partnering with a graphic designer for the flyers or signs and will also help with sponsorship. Member Liljegren will handle the music options. Member Wirth will head up the children's activities and will reach out to Library Director to see about planned activity options from the Library team.

- b) Review starting budget, 2025 sponsor list and templates for letters/applications

In reviewing the sample vendor forms, the Committee said to update the hours as noon to 9 p.m. Therefore, vendors will need to be in place at 11:30 a.m. at the latest and be reminded about staying until the closing time. Vendors are not able to leave early and should follow staff directions. When creating the map, the Committee needs better details from vendors to ensure spacing is appropriate (they need to account for the trailer, hitch and other dimensions).

The type and number of vendors should be reviewed and approved by the Committee. When searching for and approving businesses, Taste of Mequon should attempt to bring more local

options. The budget begins with the amount provided by the City (\$7500) and then increases with the sponsorship and vendor fees paid.

**6) Next Meeting Date and Time**

- a) Review meeting calendar and determine voting versus non-voting dates

The next meeting will be scheduled for Monday, February 16, 2026, at 6:30 p.m. The regular meeting time will continue to be the third Monday of the month at 6:30 p.m.

**7) Adjourn**

<b>MOTION:</b>	Motion to adjourn at 7:20 p.m.
<b>MOVER:</b>	Committee Member Vanessa Nerbun
<b>SECONDER:</b>	Committee Member Lisa Liljegren
<b>AYES:</b>	Chair Miranda White, Vice Chair Deanna Conaty, Committee Member Brett Benson, Committee Member Jenne Hohn, Committee Member Tracy Johnson, Committee Member Lisa Liljegren, Committee Member Vanessa Nerbun, Committee Member Janet Wirth
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation

Respectfully Submitted,  
Beth Kong, Executive Assistant - Communications



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Office of the City Administrator

**FINANCE-PERSONNEL COMMITTEE**  
**Regular**  
**Tuesday, January 13, 2026 - 5:45 PM**  
**North Conference Room**

**Minutes**

**1) Call to Order and Roll Call**

The meeting was called to order by Mayor Nerbun at 5:45 p.m.

**Also present:** City Administrator William Jones, Finance Director Brenda Arnett, Assistant Finance Director Marie Keyser, City Clerk Caroline Fochs, and City Attorney Brian Sajdak.

**2) Approval of Meeting Minutes**

- a) Meeting minutes of December 9, 2025

<b>MOTION:</b>	A Motion to Approve the Meeting Minutes
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved by Voice Acclamation

**3) License Applications**

- a) January 2026 Licenses

<b>MOTION:</b>	A Motion to Approve the January 2026 Licenses
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William

	Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved by Voice Acclamation

**4) Vouchers Paid**

- a) December 2025 Vouchers Paid List

Committee members asked for details about a few vouchers. Staff members answered them all.

<b>MOTION:</b>	A Motion to Approve the December 2025 Vouchers Paid List
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved by Voice Acclamation

**5) Resolutions**

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

Discussion among Committee members, City staff and Mr. Sajdak ensued. Previously, Mr. Sajdak produced monthly legal reports for Common Council members to stay abreast with legal matters pertaining to the City. The new contract eliminates that requirement. Committee members requested that the legal reports still be a part of this new contract, except on a quarterly basis moving forward.

<b>MOTION:</b>	A Motion to Approve Resolution 4252 with the Caveat to Include Quarterly Legal Reports
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman Brian Parrish
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved with Amendments

- b) A Resolution Authorizing a Seventh Amendment to the Employment Agreement

Between the City of Mequon and William H. Jones, Jr.

<b>MOTION:</b>	A Motion to Approve Resolution 4253
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved by Voice Acclamation

- c) 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

<b>MOTION:</b>	A Motion to Approve Resolution 4254
<b>MOVER:</b>	Alderman Robert Strzelczyk
<b>SECONDER:</b>	Alderman William Gebhardt
<b>AYES:</b>	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
<b>NAYS:</b>	
<b>RESULT:</b>	Approved by Voice Acclamation

**6) Discussion Items**

- a) Finance-Personnel Work Plan

**7) Adjourn**

A Motion to Adjourn was made at 6:22 p.m. by Alderman Parrish, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser  
*Assistant Finance Director*



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

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of the City Administrator

**PUBLIC WELFARE COMMITTEE**  
**Regular Meeting**  
**Tuesday, December 9, 2025 - 5:15 PM**  
**South Conference Room**

**Minutes**

**1) Call to Order and Roll Call**

The meeting was called to order by Chair Mayr at 5:15 p.m.

**Present:**

Chair Mayr  
Alderman Bach - Excused  
Alderman Parrish

**Also present:** Assistant City Administrator Wolff, City Attorney Sajdak, Alderman Gebhardt, Alderperson Tolocko and Executive Assistant Kong.

**2) Approval of Meeting Minutes**

- a) Meeting minutes of November 11, 2025

<b>MOTION:</b>	Motion to approve the meeting minutes of November 11, 2025
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Chair Dale Mayr
<b>AYES:</b>	Alderman Brian Parrish, Chair Dale Mayr
<b>RESULT:</b>	Approved by Voice Acclamation

**3) Discussion Items**

- a) Deer Population Management

Alderman Gebhardt said a number of residents in his district have called with concerns about the deer population, the damage they cause to property and landscaping as well as issues related to

driving safety. He has told residents to also share their concerns with the Wisconsin Department of Natural Resources (DNR) but he wanted to know what the City does to also help address these issues.

Assistant City Administrator Wolff gave a summary of her findings regarding the increased deer population over the last 10 years. She gathered data from the DNR as well as County Sheriff statistics that showed a fairly consistent number of collisions over the last 6 years, which has averaged 75 per year. A map with the location and number of collisions shows a greater number occurring on Port Washington and Pioneer Roads. The DNR has several resources related to this issue including the Citizen Deer Advisory Council, a Deer Advisory Committee and the Urban Wildlife Damage Abatement and Control Grant. The deadline for the annual Control Grant for 2025 was December 1; however, this could be a worthwhile avenue to pursue for 2026. The grant is designed to help municipalities develop and implement control measures. The City had culling programs in 2012 and 2014, and such programs require approval from the DNR.

The committee discussed the residents having mixed feelings about prior culling efforts, but past programs were successful in reducing the population. The State has seen an increase in the deer population and a decrease in the number of people hunting. The question was raised regarding more humane solutions than sharpshooters or other culling efforts, but chronic wasting or other diseases means deer cannot be relocated. The Committee should look into applying for the DNR grant and determine if the sharpshooter services are still available. It can also be helpful to educate residents to discourage the feeding of wildlife. After gathering additional information about services, deer population and public education, the Committee can bring this item back for discussion in January or February and later present its findings to the Committee of the Whole.

b) 2026 Work Calendar

The Committee reviewed the 2026 Work Calendar. Alderman Parrish raised concerns regarding radon and wanted to promote testing and awareness of potential radon issues in the area. He suggested the promotion of public education about testing and the importance of monitoring radon in homes.

Chair Mayr said the Committee needs to review the full list of 2026 items and set some priorities at the meeting in January to determine when items will be addressed next year. A review of the 2025 Community Survey will also help identify and prioritize the goals for 2026.

**4) Work Calendar**

a) 2025 Work Calendar

**5) Adjourn**

<b>MOTION:</b>	Motion to adjourn at 5:46 p.m.
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Chair Dale Mayr

<b>AYES:</b>	Alderman Brian Parrish, Chair Dale Mayr
<b>RESULT:</b>	Approved by Voice Acclamation

Respectfully Submitted,  
Beth Kong



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Phone: 262/242-3100

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of the City Administrator

**PUBLIC WELFARE COMMITTEE  
Regular Meeting  
Tuesday, January 13, 2026 - 5:30 PM  
South Conference Room**

**Minutes**

**1) Call to Order and Roll Call**

The meeting was called to order by Chair Mayr at 5:30 p.m.

**Present:** Chair Mayr, Alderman Bach, Alderman Parrish

**Also present:** Assistant City Administrator Jessica Wolff, City Clerk Caroline Fochs and Executive Assistant Beth Kong.

**2) Approval of Meeting Minutes**

- a) Meeting minutes of December 9, 2025

<b>MOTION:</b>	Motion to approve the meeting minutes of December 9, 2025
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Chair Dale Mayr
<b>AYES:</b>	Chair Dale Mayr, Alderman Brian Parrish
<b>ABSTAIN:</b>	Alderman Gregg Bach (Not present at December meeting)
<b>RESULT:</b>	Approved by Voice Acclamation

Alderman Parrish thanked City staff for sharing information about radon awareness month in January based on the discussion at the last meeting.

**3) Resolution**

- a) 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

City Clerk Fochs explained that only two voting districts (Wards 8, 9 and 11 which are part of

Districts 3 and 4) will have a February Primary Election in 2026. This resolution would consolidate the Library and Pieper Power polling sites into City Hall for all voting for the February Primary Election. This consolidation is a more effective use of resources for this smaller election. Alderman Parrish was in favor of the consolidation and asked City Clerk Fochs to see if there would be a way to create a continuing resolution for future elections to have the flexibility necessary for staff to administratively consolidate polling sites.

<b>MOTION:</b>	Motion to approve Resolution 4255
<b>MOVER:</b>	Alderman Gregg Bach
<b>SECONDER:</b>	Alderman Brian Parrish
<b>AYES:</b>	Chair Mayr, Alderman Gregg Bach, Alderman Brian Parrish
	Approved by Voice Acclamation

**4) Discussion Items**

Chair Mayr asked the Committee to consider projects for 2026 when the Work Calendar is discussed in February. Chair Mayr suggested that there be an overall review of the various Boards, Committees and Commissions. This was done a few years ago as an opportunity to confirm the vision, goals and purpose for each. It would also be an opportunity for members to suggest changes or improvements for their respective board, committee or commission.

**5) Adjourn**

<b>MOTION:</b>	Motion to adjourn at 5:40 p.m.
<b>MOVER:</b>	Alderman Brian Parrish
<b>SECONDER:</b>	Alderman Gregg Bach
<b>AYES:</b>	Chair Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
	Approved by Voice Acclamation

Respectfully Submitted,  
 Beth Kong, Executive Assistant - Communications



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Mequon, WI 53092-1930  
Phone: 262/242-3100

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Department of Public Works

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

**Minutes**

**1) Call to Order and Roll Call**

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

**Present:**

Chair Jeffrey Hansher  
Alderman Kelly Tolocko  
Alderman Peter Bratt

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

**2) Approval of Meeting Minutes**

- a) Meeting minutes of November 11, 2025

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

**3) Resolutions**

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

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

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

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

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

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

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

**4) Discussion and Possible Action**

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

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

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

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

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

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

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

c) 2025 Work Plan

5) Adjourn

Motion to adjourn at 6:19 p.m.

<b>MOTION:</b>	Adjourn
<b>MOVER:</b>	Alderman Kelly Tolocko
<b>SECONDER:</b>	Alderman Peter Bratt

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

Respectfully Submitted,  
Kaitlynn Honeck



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

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Public Works Department

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

**Minutes**

**1) Call to Order and Roll Call**

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

Respectfully Submitted,  
Kaitlynn Honeck



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Community Development/Engineering**

**TO: Common Council**  
**FROM: Cole McCraw, Assistant City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4267 - A Resolution Approving a Certified Survey Map for the Property Located at 11449 North Farmdale Road and Accepting the Dedication of 0.61 Acres of Public Right-of-Way Along North Farmdale 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 0.61 acres of public right-of-way along North Farmdale 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 February 23, 2026, by a vote of 8-0.

Attachments:

MQN\_GRANVILLE RIDGE CSM

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4267

**RESOLUTION 4267** - A Resolution Approving a Certified Survey Map for the Property Located at 11449 North Farmdale Road and Accepting the Dedication of 0.61 Acres of Public Right-of-Way Along North Farmdale Road

**RECITALS**

- A. The owner of the property located at 11449 North Farmdale 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 February 23, 2026.
- C. The Certified Survey Map dedicates 0.61 acres of public right-of-way along North Farmdale Road and the Common Council desires to accept such dedication.

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 February 23, 2026.
2. The Certified Survey Map shall be recorded with the Ozaukee County Register of Deeds.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

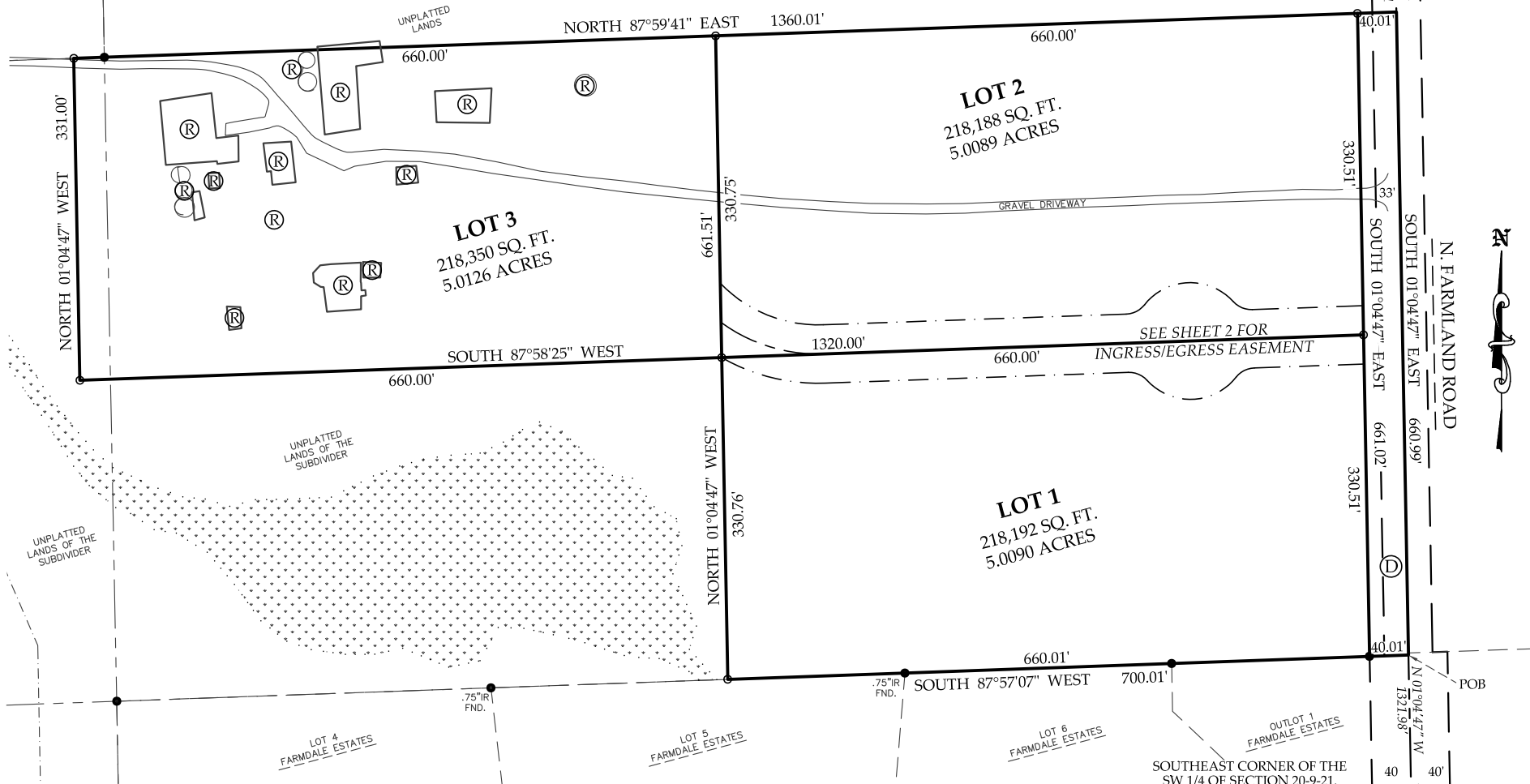
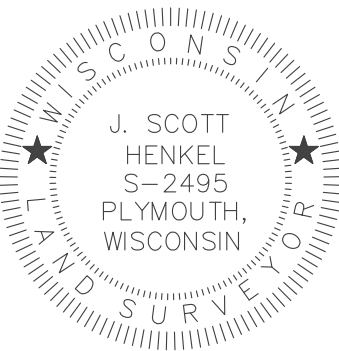
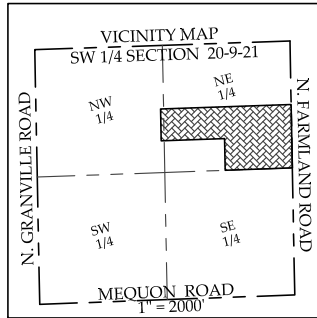
PRELIMINARY

**CERTIFIED SURVEY MAP # \_\_\_\_\_**  
**PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE**  
**SOUTHWEST 1/4 IN SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST,**  
**CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.**

OWNER:  
ERVIN F. KLUG REVOCABLE  
LIVING TRUST  
11449 N. FARMDALE ROAD  
MEQUON, WI 553097

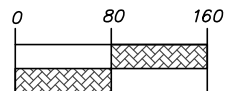
NORTHEAST CORNER OF THE  
SW 1/4 OF SECTION 20-9-21.  
ALUMINUM DISC FOUND.  
N 454009.37 E 2492553.90

- ⓓ DEDICATED TO THE PUBLIC FOR ROAD PURPOSES  
26,440 SQ. FT // 0.6070 ACRES
- Ⓡ BUILDINGS TO BE RAZED.



**LEGEND**

- 1" IRON PIPE FOUND, OR AS NOTED
- 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET. (RECORDED AS)
- ⊕ TEST PIT



**PSE**

122 Wisconsin Street, West Bend, WI 53095  
262.346.7800 kparish@parishse.com

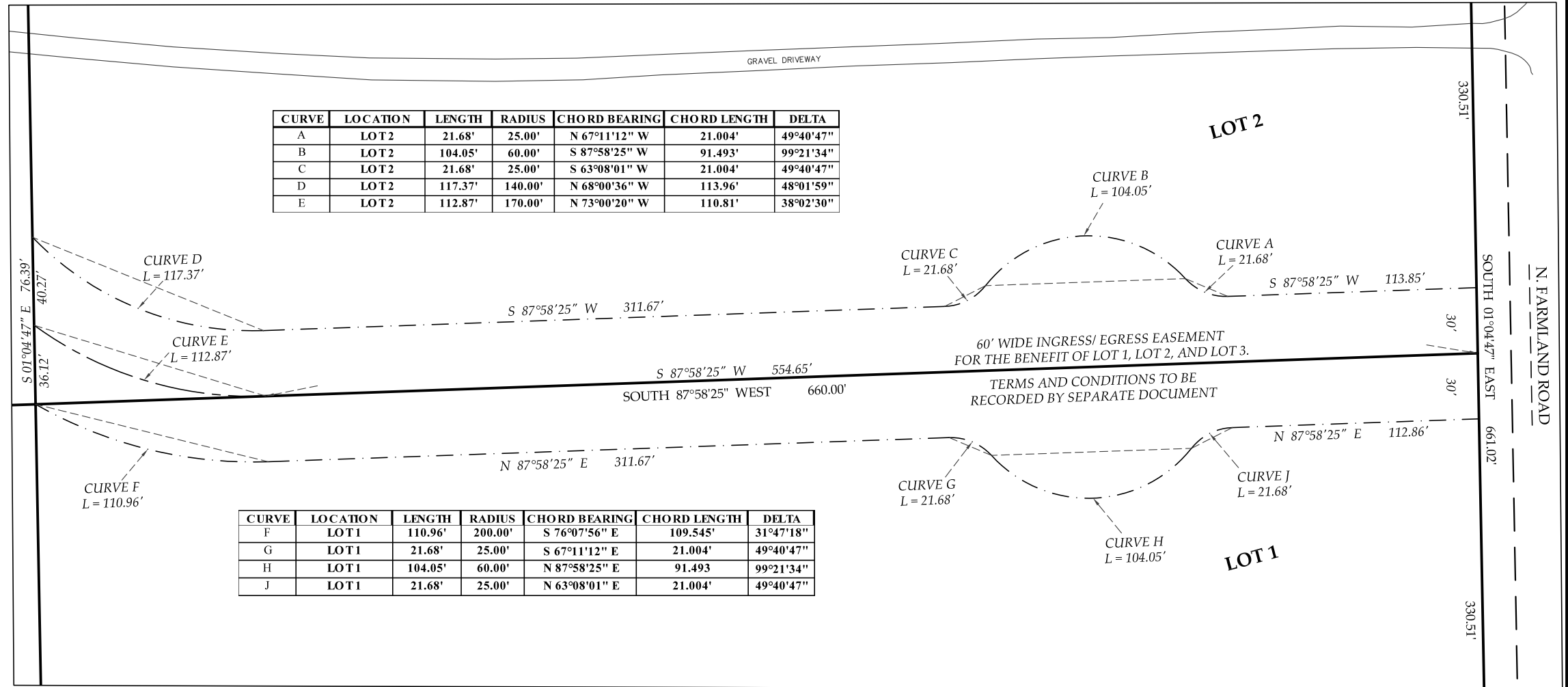
FN: BO-14-25 Date: 01/26/26



SHEET 1 OF 3

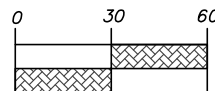
**CERTIFIED SURVEY MAP # \_\_\_\_\_**

**PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE  
SOUTHWEST 1/4 IN SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST,  
CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.**



CURVE	LOCATION	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
A	LOT 2	21.68'	25.00'	N 67°11'12" W	21.004'	49°40'47"
B	LOT 2	104.05'	60.00'	S 87°58'25" W	91.493'	99°21'34"
C	LOT 2	21.68'	25.00'	S 63°08'01" W	21.004'	49°40'47"
D	LOT 2	117.37'	140.00'	N 68°00'36" W	113.96'	48°01'59"
E	LOT 2	112.87'	170.00'	N 73°00'20" W	110.81'	38°02'30"

CURVE	LOCATION	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
F	LOT 1	110.96'	200.00'	S 76°07'56" E	109.545'	31°47'18"
G	LOT 1	21.68'	25.00'	S 67°11'12" E	21.004'	49°40'47"
H	LOT 1	104.05'	60.00'	N 87°58'25" E	91.493'	99°21'34"
J	LOT 1	21.68'	25.00'	N 63°08'01" E	21.004'	49°40'47"



- 1" IRON PIPE FOUND, OR AS NOTED
- 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET.
- (RECORDED AS)
- ⊕ TEST PIT

**PSE**

122 Wisconsin Street, West Bend, WI 53095  
262.346.7800 kparish@parishse.com  
FN: BO-14-25 Date: 01/26/26

SHEET 2 OF 3

# CERTIFIED SURVEY MAP

**PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.**

## SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, ERVIN F. KLUG REVOCABLE LIVING TRUST:

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20;  
THENCE NORTH 01°04'47" WEST, 1321.98 FEET, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE SOUTH 87°57'07" WEST, 700.01 FEET, ALONG THE NORTH LINE OF FARMDALE ESTATES;  
THENCE NORTH 01°04'47" WEST, 330.76 FEET;  
THENCE SOUTH 87°58'25" WEST, 660.00 FEET;  
THENCE NORTH 01°04'47" WEST, 331.00 FEET;  
THENCE NORTH 87°59'41" EAST, 1360.01 FEET, TO SAID EAST LINE;  
THENCE SOUTH 01°04'47" EAST, 660.99 FEET, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 681,171 SQUARE FEET // 15.6375 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES AS SHOWN AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF MEQUON SUBDIVISION ORDINANCE.

\_\_\_\_\_  
J. SCOTT HENKEL, PLS 2495

## OWNER'S CERTIFICATE

AS OWNER, **ERVIN F. KLUG REVOCABLE LIVING TRUST**, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED HEREON. I ALSO CERTIFY THAT THIS MAP IS IN ACCORDANCE WITH WISCONSIN STATUTES 236.34 AND THE CITY OF MEQUON REQUIREMENTS FOR CERTIFIED SURVEY MAPS.

\_\_\_\_\_  
ERVIN F. KLUG

STATE OF WISCONSIN  
\_\_\_\_\_:SS  
\_\_\_\_\_ COUNTY

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_,  
TO ME KNOWN AS THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES: \_\_\_\_\_

## CITY OF MEQUON APPROVAL

THE LAND DESCRIBED HEREIN HAS BEEN SURVEYED, DIVIDED, AND MAPPED AS SUBMITTED, AND APPROVED  
BY THE CITY OF MEQUON ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
CAROLINE FOCHS, CITY CLERK

## CITY COUNCIL RESOLUTION

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF MEQUON IS HEREBY APPROVED BY THE CITY COUNCIL  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
ANDREW NERBUN, MAYOR

**PSE**

122 Wisconsin Street, West Bend, WI 53095  
262.346.7800 kparish@parishse.com

FN: B0-14-25

Date: 1/26/26

SHEET  
3  
OF  
3



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Community Development/Engineering**

**TO: Common Council**  
**FROM: Cole McCraw, Assistant City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4268 - A Resolution Approving a Development Agreement with Granville Ridge, LLC, for a 13-Lot Conservation Subdivision upon the Properties Located at the Northeast Corner of Granville and Mequon Roads and the West Portion of 11449 North Farmdale Road**

---

**Background**

The applicant, Granville Ridge, LLC, is requesting development agreement approval for the Granville Ridge Subdivision, consisting of 13 lots on 60 acres upon the properties located at the northeast corner of Granville and Mequon Roads and the west portion of 11449 North Farmdale Road. The preliminary plat was approved on February 23, 2026, and the final plat will be subject to further consideration by the Planning Commission and Common Council at the time of its submission. The subdivision generally includes approximately 2,300 feet of public roadway extension.

The preliminary plat depicting the location of this subdivision is attached for reference.

**Analysis**

Please see the attached draft agreement for the development. The developer utilized the City's template development agreement, which was modified and submitted to Engineering and Planning staff. The development agreement provides the opportunity to construct two (2) principal structures to serve as models prior to final plat approval, with the understanding that the units cannot be sold or title transferred until the associated plat is recorded. The Planning Commission recommended approval of the Development Agreement on February 23, 2026.

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

**Fiscal Impact**

The fiscal impact is neutral. The development agreement requires construction and dedication of assets that will be the future maintenance responsibility of the City.

**Recommendation**

The Planning Commission recommended approval on February 23, 2026, by a vote of 8-0.

Attachments:

MQN\_GRANVILLE RIDGE PrePLAT, Granville Ridge Development Agreement

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4268

**RESOLUTION 4268** - A Resolution Approving a Development Agreement with Granville Ridge, LLC, for a 13-Lot Conservation Subdivision upon the Properties Located at the Northeast Corner of Granville and Mequon Roads and the West Portion of 11449 North Farmdale Road

**RECITALS**

A. Granville Ridge, a single-family home residential development, consists of 13 lots on the property located at the northeast corner of Granville and Mequon Roads and the west portion of 11449 North Farmdale Road.

B. The Planning Commission recommended approval of the Development Agreement for the property on February 23, 2026.

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

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

1. The Development Agreement for the Granville Ridge development 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: March 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 March 10, 2026.

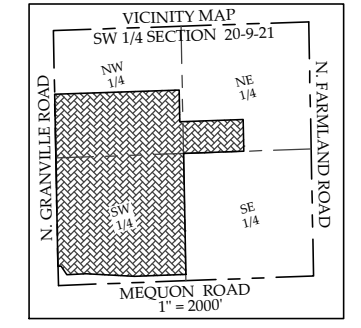
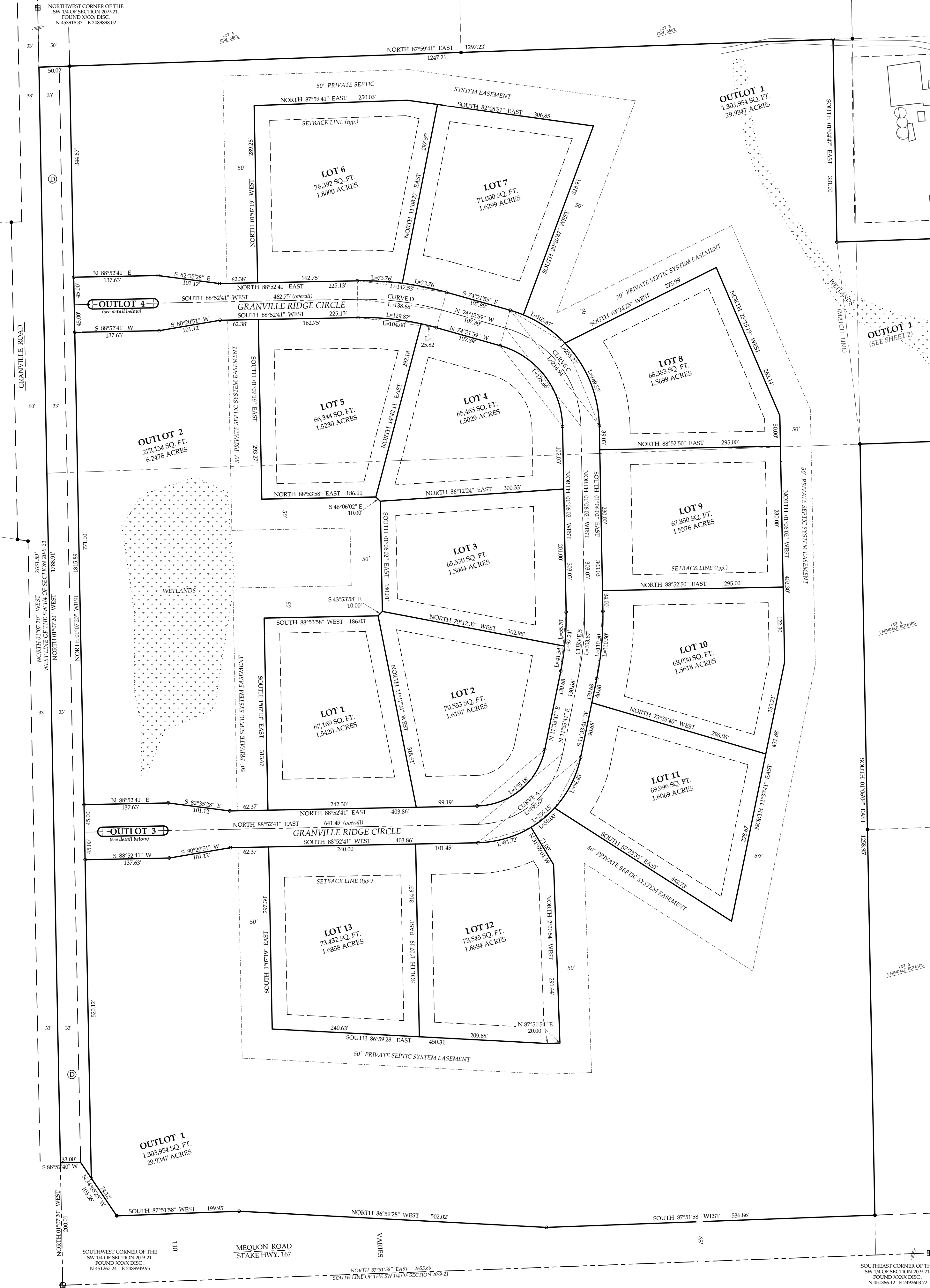
\_\_\_\_\_  
Caroline Fochs, City Clerk

# PRELIMINARY PLAT OF GRANVILLE RIDGE

BEING PART OF THE NORTHWEST 1/4, PART OF THE NORTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4, OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

DEDICATED TO THE PUBLIC FOR ROAD PURPOSES:  
GRANVILLE ROAD: 89,696 SQ. FT. // 2.0591 ACRES  
AND  
GRANVILLE RIDGE CIRCLE: 146,045 SQ. FT. // 3.3527 ACRES

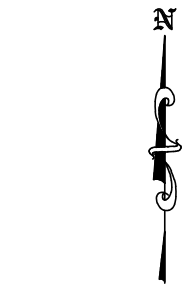
OWNERS:  
ERVIN F. KLUG, TRUSTEE OF THE ERVIN F. KLUG  
REVOCABLE LIVING TRUST DATED MAY 19, 2005,  
11449 N. FARMDALE ROAD  
MEQUON, WI 53075  
**LIKELY TO CHANGE**  
ERVIN F. KLUG, TRUSTEE OF THE ERVIN F. KLUG  
REVOCABLE LIVING TRUST DATED MAY 19, 2005,  
11449 N. FARMDALE ROAD  
MEQUON, WI 53075  
AS THEIR INTERESTS MAY APPEAR.  
11420 PLEASANT VALLEY ROAD  
WEST BEND, WI 53095



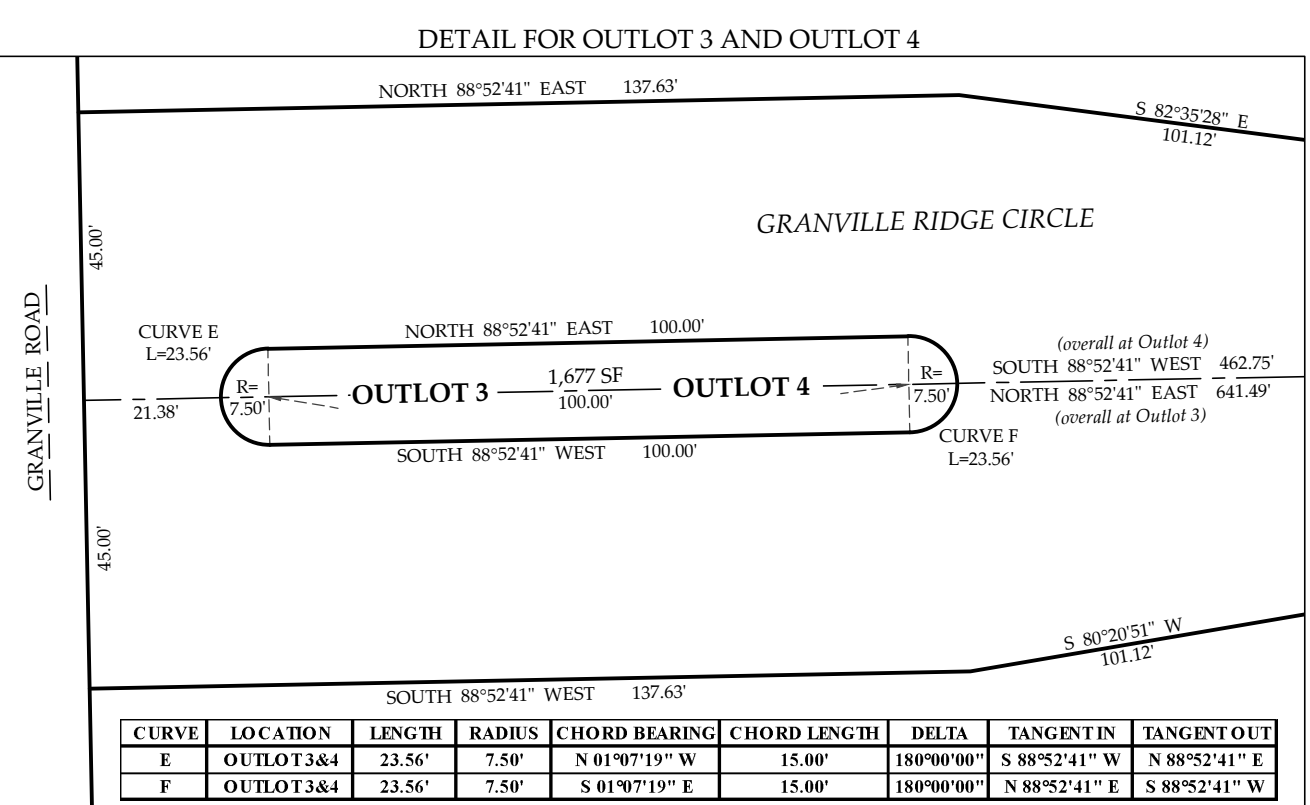
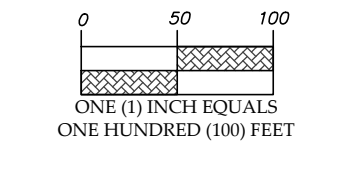
- LEGEND**
- 1" IRON PIPE FOUND, OR AS NOTED
  - 2" IRON PIPE WELDING NOT LESS THAN 3.65 LBS./FOOT SET.
  - 3/4" IRON WELDING NOT LESS THAN 13.3 LBS./FOOT SET.
  - OTHER LOT AND OUTLOT CORNERS
  - (R) (RECORDED AS)
  - (S) SOL TYPE
  - (T) SOL TYPE BORDER
  - (W) WETLANDS - DELINEATED BY HEARTLAND ECOLOGICAL GROUP, ON JULY 31, 2025

**SETBACKS**

ZONING: R10A  
PRINCIPAL STRUCTURE, AS SHOWN  
STREET: 50 FEET  
SIDE: 25 FEET  
REAR: 25 FEET



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83/2011). THE WEST LINE OF SW 1/4 OF SECTION 20-9-21 BEARS NORTH 01°07'20" WEST.



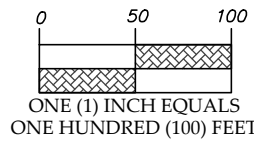
CURVE	LOCATION	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	TANGENT IN	TANGENT OUT
A	CL	195.67'	145.00'	N 50°13'11" E	181.156'	77°19'00"	N 88°52'41" E	N 11°23'41" E
LOT 2		155.18'	115.00'	N 50°13'11" E	143.675'	77°19'00"	N 88°52'41" E	N 11°23'41" E
RoW SE		236.15'	175.00'	S 50°13'11" W	218.636'	77°19'00"	S 11°23'41" W	S 88°52'41" W
LOT 11		94.43'	175.00'	S 27°01'14" W	93.292'	30°58'58"	S 11°23'41" W	S 42°28'46" W
OUTLOT 1		50.00'	175.00'	S 69°39'53" W	49.83'	11°22'12"	S 42°28'46" W	S 58°50'59" W
LOT 12		91.72'	175.00'	S 73°51'50" W	90.67'	30°01'42"	S 58°50'59" W	S 88°52'41" W
B	CL	108.37'	476.00'	N 51°3'50" E	103.658'	12°39'44"	N 11°23'41" E	N 01°06'02" W
RoW W		97.24'	440.00'	N 51°3'50" E	97.041'	12°39'44"	N 11°23'41" E	N 01°06'02" W
LOT 2		41.54'	440.00'	N 8°51'25" E	41.524'	8°24'33"	N 11°23'41" E	N 06°09'09" W
LOT 3		55.70'	440.00'	N 2°13'33" E	55.662'	7°15'11"	N 06°09'09" W	N 01°06'02" W
LOT 10		110.50'	500.00'	S 51°3'50" W	110.274'	12°39'44"	S 01°06'02" E	S 11°23'41" W
C	CL	216.94'	176.00'	N 37°59'31" W	202.516'	73°06'57"	N 01°06'02" W	N 74°12'59" W
LOT 4		178.66'	146.00'	N 37°59'31" W	166.778'	73°06'57"	N 01°06'02" W	N 74°12'59" W
RoW NE		255.22'	200.00'	S 37°59'31" E	238.254'	73°06'57"	S 74°12'59" E	S 01°06'02" E
OUTLOT 1		105.67'	200.00'	S 59°04'48" E	104.448'	30°16'23"	S 74°12'59" E	S 43°56'36" E
LOT 8		149.55'	200.00'	S 23°31'19" E	146.09'	42°50'34"	S 43°56'36" E	S 01°06'02" E
CL		138.68'	476.00'	N 82°40'09" W	138.73'	16°54'19"	N 74°12'59" W	S 88°52'41" W
RoW S		129.82'	440.00'	N 82°40'09" W	129.354'	16°54'19"	N 74°12'59" W	S 88°52'41" W
LOT 4		25.82'	446.00'	N 75°53'52" W	25.821'	3°21'46"	N 74°12'59" W	N 77°34'45" W
LOT 5		104.00'	440.00'	N 84°21'02" W	103.758'	13°32'33"	N 77°34'45" W	S 88°52'41" W
RoW N		147.53'	500.00'	S 82°40'09" E	146.993'	16°54'19"	N 88°52'41" E	S 74°12'59" E
LOT 6		73.76'	500.00'	S 86°53'44" E	73.697'	8°27'10"	N 88°52'41" E	S 82°40'09" E
LOT 7		73.76'	500.00'	S 78°26'24" E	73.697'	8°27'10"	S 82°40'09" E	S 74°12'59" E

**PSE**  
122 Wisconsin Street, West Bend, WI 53095  
262.346.7800  
kparish@parishse.com  
FN: 80-14-25 Date: 12/06/25

SHEET 1 OF 2

# PRELIMINARY PLAT OF GRANVILLE RIDGE

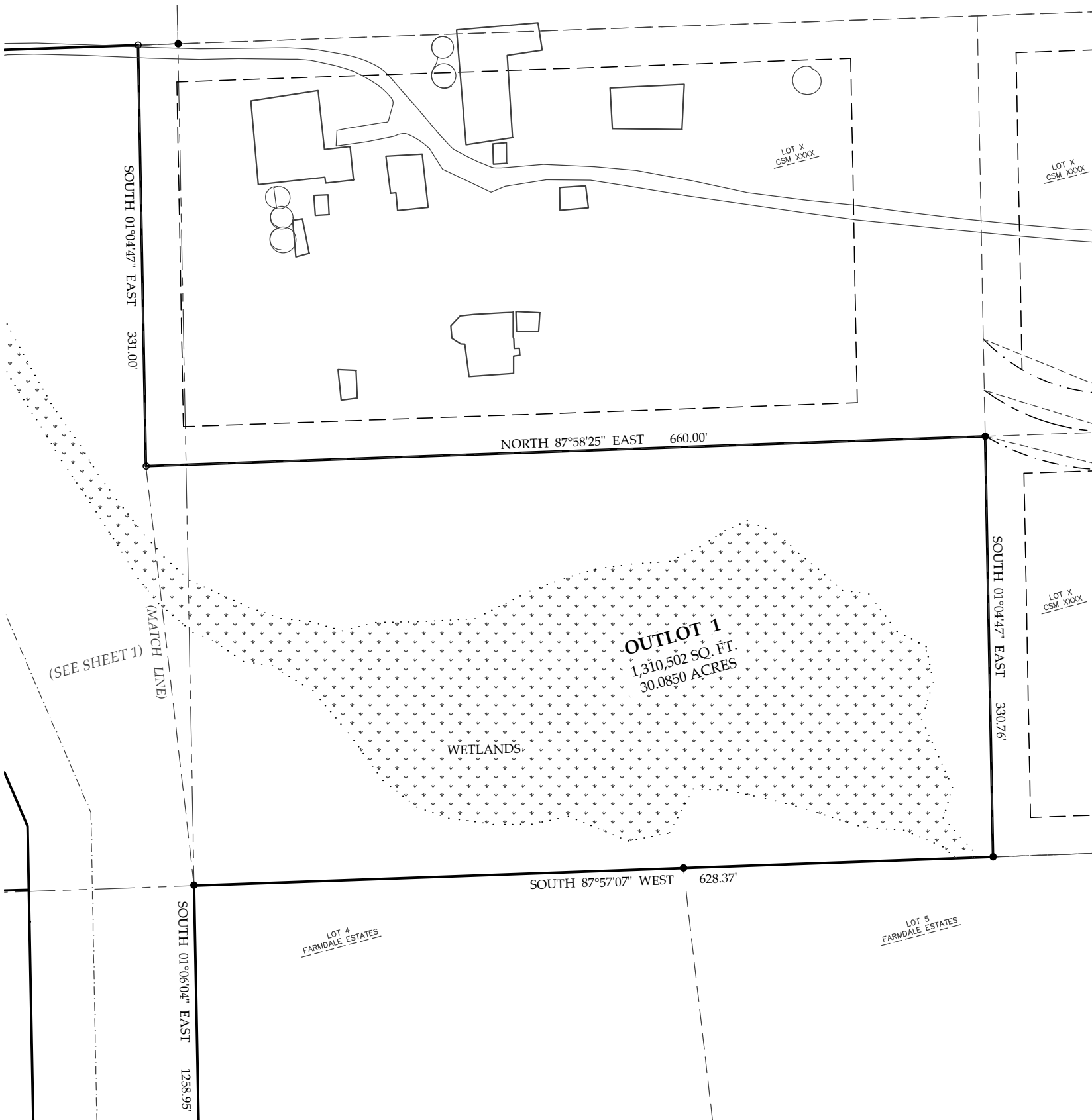
BEING PART OF THE NORTHWEST 1/4, PART OF THE NORTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83/2011). THE WEST LINE OF SW 1/4 OF SECTION 20-9-21 BEARS NORTH 01°07'20" WEST.

### LEGEND

- 1" IRON PIPE FOUND, OR AS NOTED
- 2"x4" IRON PIPE WEIGHING NOT LESS THAN 3.65 LBS/FOOT SET.
- 3/4"x4" IRON REBAR WEIGHING NOT LESS THAN 1.13 LBS/FOOT SET AT ALL OTHER LOT AND OUTLOT CORNERS.
- Ⓡ (RECORDED AS)
- Ⓢ SOIL TYPE
- Ⓣ SOIL TYPE BORDER
- Ⓜ WETLANDS - DELINEATED BY HEARTLAND ECOLOGICAL GROUP, ON XXXX, XX, 2025



### SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, ERVIN F. KLUG, TRUSTEE OF THE ERVIN F. KLUG REVOCABLE LIVING TRUST DATED MAY 19, 2005:

PART OF THE NORTHWEST 1/4, PART OF THE NORTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20;  
 THENCE NORTH 1°07'20" WEST, 200.01 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE CONTINUE NORTH 1°07'20" WEST, 1788.91 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;  
 THENCE NORTH 87°59'41" EAST, 1297.23 FEET, ALONG THE SOUTH LINE OF CERTIFIED SURVEY MAP 3602, RECORDED AS DOCUMENT NO. 0838685;  
 THENCE SOUTH 01°04'47" EAST, 331.00 FEET;  
 THENCE NORTH 87°58'25" EAST, 660.00 FEET;  
 THENCE SOUTH 01°04'47" EAST, 330.76 FEET, TO THE NORTH LINE OF FARMDALE ESTATES, RECORDED AS DOCUMENT NO. 1108462;  
 THENCE SOUTH 87°57'07" WEST, 628.37 FEET, ALONG THE NORTH LINE OF FARMDALE ESTATES;  
 THENCE SOUTH 01°06'04" EAST, 1258.95 FEET, ALONG THE WEST LINE OF FARMDALE ESTATES TO THE NORTH LINE OF MEQUON ROAD;  
 THENCE SOUTH 87°51'58" WEST, 536.86 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
 THENCE NORTH 86°59'28" WEST, 502.02 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
 THENCE SOUTH 87°51'58" WEST, 199.95 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
 THENCE NORTH 34°05'25" WEST, 105.36 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
 THENCE SOUTH 88°52'40" WEST, 33.00 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD TO THE POINT OF BEGINNING.

CONTAINING 2,720,810 SQUARE FEET / 62.4612 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF MEQUON LAND DIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

### OWNER'S CERTIFICATE

AS OWNER, ERVIN J. KLUG, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY WISCONSIN § 236.10 OR § 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF MEQUON  
 WISCONSIN DEPARTMENT OF ADMINISTRATION

ERVIN J. KLUG, TRUSTEE

STATE OF WISCONSIN

\_\_\_\_ COUNTY :SS  
 PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_ TO ME KNOWN AS THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES: \_\_\_\_\_

### UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

ERVIN F. KLUG REVOCABLE LIVING TRUST DATED MAY 19, 2025, and ERVIN F. KLUG REVOCABLE LIVING TRUST DATED MAY 19, 2005, EILEEN KLUG PRESLEY, ELLEN STOCKS AND ELROY KING, AS THEIR INTERESTS MAY APPEAR,

Grantors, to **WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies**, Grantee,

SPECTRUM MID-AMERICA, LLC Grantee, and

WISCONSIN BELL, INC. d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee.

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

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

### COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF GRANVILLE RIDGE IN THE CITY OF MEQUON, IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

ANDREW NERBUN, MAYOR, CITY OF MEQUON

### CITY TREASURER'S CERTIFICATE

I, KAITLYN KRUEGER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF MEQUON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ ON ANY OF THE LANDS INCLUDED IN THE PLAT OF GRANVILLE RIDGE.

DATE \_\_\_\_\_

KAITLYN KRUEGER, CITY TREASURER

### COUNTY TREASURER'S CERTIFICATE

I, SANDRA TRETOW, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AFFECTING THE LAND INCLUDED IN THE PLAT OF GRANVILLE RIDGE.

DATE \_\_\_\_\_

SANDRA TRETOW, COUNTY TREASURER



Document Number	<b>DEVELOPMENT AGREEMENT</b>	
	Document Name	

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, 20\_\_, by Granville Ridge, LLC (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

**RECITALS**

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

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

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

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

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

**AGREEMENTS**

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

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

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

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

Recording Data
Name and Return Address
City Engineer 11333 N Cedarburg Road Mequon, WI 53092
Parcel Identification Number

“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 February 23, 2026. 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. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

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 require a Private On-Site Waste Treatment System (“POWTS”). Plans shall include the location of soil borings and designated areas for the POWTS.

12. Water System Plans.

The Development will not be served by public water; instead, private wells will be installed. The type of and plans for a fire protection system shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

### **CONSTRUCTION REQUIREMENTS**

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Additional Grading and Drainage Requirements. The Developer shall:

- A. (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.

B. Maintain conveyance continuity of any storm conveyance system or drain tile encountered during construction.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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) If the Fire Chief has required a cistern for fire protection, the Developer shall install the cistern pursuant to the requirements of the Fire Chief. If the Fire Chief has allowed deferral of installation, the Developer and the City shall establish the Fire Protection Escrow as described below.

27. 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**

28. 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**

29. 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.

30. 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.

31. 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.

32. 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 immediately. 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.

33. 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**

34. 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.

35. 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.

36. 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.

37. Private Water.

(a) The Development will be developed with private wells in accordance with NR812 and permitted through the DNR. The private wells shall be installed and maintained by the respective property owner. Through the permitting process, the well digger must follow proper procedures with respect to the draw down effect on adjacent wells.

(b) The Developer and City shall establish an escrow fund which shall be in the total amount of \$50,000 when fully funded (the "Fire Protection Escrow"). The Fire Protection Escrow shall be used for the installation of a fire cistern at the Development or as the City may otherwise decide to use the Escrow for fire protection purposes for the Development. At such time the owner of a lot in the Development applies for a building permit, in addition to all other fees and costs that are due, the owner shall pay \$(50,000/XX lots) to the City (the "Fire Protection Fee"). The Fire Protection Fee shall be deposited into the Fire Protection Escrow. The City may withdraw the funds from the Fire Protection Escrow and use the funds either, as determined by the City in its sole discretion, for a cistern or for other fire protection for the Development.

### **WARRANTIES AND INDEMNIFICATIONS**

38. 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.

39. 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.

40. 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. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

41. 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

42. 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.

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

44. 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).

45. Landscaping Completion Letter of Credit. 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 letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. 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 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 letter of credit 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.

46. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit 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 letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. 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 letter of credit 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 letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

47. 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 letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. 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 letter of credit 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 letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Surface Completion Letter of Credit. 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 letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. 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 Letter of Credit 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.

49. 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 60<sup>th</sup> 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.

50. 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.

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.

52. 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.

53. 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**

54. 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.

55. 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.

56. 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

57. 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.

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

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity,

59. 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.

60. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

## **GENERAL PROVISIONS**

61. 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).

62. 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.

63. 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.

64. 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.

65. 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.

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

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

68. 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 \_\_\_\_\_, 20\_\_\_\_,  
by Andrew Nerbun, Mayor of the City of Mequon.

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

STATE OF WISCONSIN    )  
  ) SS  
OZAUKEE COUNTY        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Caroline Fochs, Clerk of the City of Mequon.

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

Approved by: \_\_\_\_\_  
                  Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY                )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

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

Drafted by: City of Mequon

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

Granville Ridge Subdivision

Legal Description

PART OF THE NORTHWEST 1/4, PART OF THE NORTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20;  
THENCE NORTH 1°07'20" WEST, 200.01 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUE NORTH 1°07'20" WEST, 1788.91 FEET, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4;  
THENCE NORTH 87°59'41" EAST, 1297.23 FEET, ALONG THE SOUTH LINE OF CERTIFIED SURVEY MAP 3602, RECORDED AS DOCUMENT NO. 0838685;  
THENCE SOUTH 01°04'47" EAST, 331.00 FEET;  
THENCE NORTH 87°58'25" EAST, 660.00 FEET;  
THENCE SOUTH 01°04'47" EAST, 330.76 FEET, TO THE NORTH LINE OF FARMDALE ESTATES, RECORDED AS DOCUMENT NO. 1108462;  
THENCE SOUTH 87°57'07" WEST, 628.37 FEET, ALONG THE NORTH LINE OF FARMDALE ESTATES;  
THENCE SOUTH 01°06'04" EAST, 1258.95 FEET, ALONG THE WEST LINE OF FARMDALE ESTATES TO THE NORTH LINE OF MEQUON ROAD;  
THENCE SOUTH 87°51'58" WEST, 536.86 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
THENCE NORTH 86°59'28" WEST, 502.02 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
THENCE SOUTH 87°51'58" WEST, 199.95 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
THENCE NORTH 34°05'25" WEST, 105.36 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD;  
THENCE SOUTH 88°52'40" WEST, 33.00 FEET, ALONG SAID NORTH LINE OF MEQUON ROAD TO THE POINT OF BEGINNING.

CONTAINING 2,720,810 SQUARE FEET // 62.4612 ACRES, MORE OR LESS.



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Administration**

**TO: Common Council**  
**FROM: Jessica Wolff, Assistant City Administrator**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4269 - A Resolution Approving the Second Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2056**

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### **Background**

The City of Mequon operates a cellular tower located at the Eastside Fire Station at 1800 North Port Washington Road. The tower, owned by AT&T, contains leased space for AT&T, US Cellular, and Verizon/T-Mobile telecommunications equipment. T-Mobile's existing lease expired on February 11, 2026. A copy of the existing lease agreement can be referenced here: <https://tinyurl.com/TMobileLease>.

### **Analysis**

The original lease agreement included five automatically renewing five-year terms. If approved, the proposed amendment will extend the lease by an initial five-year term. Thereafter, the amendment may automatically renew for five (5) additional five-year terms, allowing the agreement to continue through 2056. Additionally, the City retains the right to terminate the lease with six (6) months' notice, ensuring flexibility should future needs arise. With the exception of the lease payment, all other terms of the existing contract will remain unchanged. All terms have been reviewed and approved by City Attorney Sajdak.

Upon commencement of the new lease, T-Mobile's lease payments will increase annually by 5%, matching the 5% annual escalator in the current lease. The escalator aligns with the City's other cellular lease agreements.

### **Fiscal Impact**

T-Mobile's 2025 lease payment was \$23,221. If the lease amendment is approved, T-Mobile will make an initial payment of \$28,000 to the City in March 2026. Lease payments will then increase by 5% annually as stipulated in the amendment. Over the full duration of the lease extension, the City is projected to receive a total of approximately \$1,981,302 in cell tower lease revenue.

**Recommendation**

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

**Attachments:**

T Mobile Lease Amendment Final 2.18.26

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4269

**RESOLUTION 4269** - A Resolution Approving the Second Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2056

**RECITALS**

A. T-Mobile's lease agreement with the City of Mequon to host telecommunications equipment at 11800 North Port Washington Road (East Side Fire Station) expired on February 11, 2026, and T-Mobile desires to extend the lease.

B. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed lease extension serves that goal.

C. The proposed lease amendment by and between the City and T-Mobile has been favorably recommended by the Finance-Personnel Committee.

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

1. The attached amendment between the City and T-Mobile extending the current lease to host telecommunications equipment at 11800 North Port Washington Road is 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: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

**SECOND AMENDMENT TO A LICENSE AGREEMENT BETWEEN THE CITY OF MEQUON  
AND T-MOBILE CENTRAL LLC**

This Second Amendment to a License Agreement between the City of Mequon and T-Mobile Central LLC (the "**Second Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Mequon, a Wisconsin Municipal Corporation ("**City**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**", previously referred to as "Company") (each a "**Party**", or collectively, the "**Parties**").

City and Tenant (or their predecessors-in-interest) entered into that certain License Agreement between the City of Mequon and T-Mobile Central LLC dated February 20, 2001 regarding the licensed premises ("**Premises**") located at 11800 N. Port Washington Road, Mequon, WI 53092.

WHEREAS, the term of the License Agreement will expire February 11, 2026, and the parties mutually desire to renew the License Agreement, memorialize such renewal period, and modify the License Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, all terms and conditions of the License Agreement shall remain in effect, except as amended in this Second Amendment.

NOW, THEREFORE, based upon the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Tenant agree as follows:

1. Term. The term of the License Agreement is amended to provide for a five (5)-year renewal term commencing on February 12, 2026 (the "Initial Renewal Term"). At the expiration of the above five (5)-year Initial Renewal Term, the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as a Renewal Term provided that Tenant may elect not to renew by providing City at least ninety (90) days' written notice prior to the expiration of the then current Renewal Term.
2. License Fee. Upon the commencement of the Initial Renewal Term, the annual license fee shall be adjusted such that Tenant shall pay City an annual license fee of Twenty-Eight Thousand and 00/100 Dollars (\$28,000.00). Thereafter, notwithstanding anything to the contrary in the Agreement, the annual license fee shall increase by five percent (5%) on the 12<sup>th</sup> day of February in each subsequent year.
3. Termination. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the Second Amendment, Tenant may terminate the Agreement by providing at least ninety (90) days' written notice to City, without further liability, for any or no reason. Any prepaid License Fee for any time period after the termination date shall be refunded in proration to Tenant within thirty (30) days of termination.

4. Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ ML11059A

If to City:

City of Mequon  
11333 North Cedarburg Road  
Mequon, WI 53092

5. Other Terms and Conditions Remain. Except as expressly set forth in this Second Amendment, the original Agreement otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the Agreement, the terms and provisions of this Second Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.
6. Execution of Agreement. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
7. Acknowledgement. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. City represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Second Amendment. If City is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) City is solely responsible for all commission, fees or other payment to Agent and (b) City shall not impose any fees on Tenant to compensate or reimburse City for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment.

8. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Second Amendment as of the Effective Date.

**City:**

**City Of Mequon, a Wisconsin municipality**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant:**

**T-Mobile Central LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Information Services**

**TO: Common Council**  
**FROM: Jessica Wolff, Assistant City Administrator**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4270 - A Resolution Ratifying Execution of a Professional Services Agreement for the Acquisition and Installation of a Replacement City-Wide Server with Office Technology Group of Milwaukee, Wisconsin in the Amount of \$110,000**

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### **Background**

A server is the central computer system that stores the data and runs the applications required for daily organizational operations. The City's server supports essential functions such as file storage, permitting systems, financial software, and internal communication tools. The City's primary server hardware was purchased in 2019 and installed in early 2020. Enterprise-grade servers typically have a useful life of approximately five years, which is the widely accepted IT industry standard for replacement planning.

Maintaining a modern, high-quality server environment is critical for reliability, security, and continuity of operations. As servers age, the risk of hardware failure increases and support from the City's contractor becomes more limited. Outdated systems also struggle to meet modern cybersecurity requirements and performance demands. The storage capacity of the existing server is nearing its limits, restricting the City's ability to store data and support future growth. Replacement parts for aging hardware are increasingly difficult to source, and when available, they are more expensive and often refurbished rather than new. Warranty extensions for older systems also rise in cost each year as manufacturers phase out support.

Office Technology Group (OTG), the City's contracted IT consulting and support provider, evaluated the City's existing server infrastructure in 2025 and developed a recommended replacement plan. The server replacement will modernize the City's computing environment and include the following:

- Replacement of core server hardware.
- Updated support agreements and manufacturer warranties.
- Modernized required software licenses.
- Expanded storage capacity to support future growth.
- Enhanced and modernized security features.

### **Analysis**

As documented in Attachment 1, the broader IT hardware market is experiencing significant volatility. The original 2026 budget estimate of \$110,000 was considered conservative at the time, but external factors have caused rapid price increases across the industry in a very short period of time. The U.S. is experiencing a surge in data center construction driven by cloud computing and artificial intelligence workload demand. A single data center could potentially require thousands of servers, consuming a substantial portion of the available supply chain. This has resulted in constrained inventory, shorter quote validity periods, and accelerated price increases for organizations nationwide. Attachment 1 includes summaries and links to articles documenting AI impacts on hardware prices and availability.

### **Fiscal Impact**

Despite these challenges, staff moved quickly and engaged in competitive quoting and negotiation with multiple vendors. However, due to the volatility of the hardware market, vendor quotes were valid for only a few days. Under typical circumstances, the amount of this purchase would require a competitive bid/proposal process with approval by the Common Council prior to purchase, according to the City's Purchasing Policy. However, price volatility authorizes purchases to be made under certain circumstances, whereupon a Department Head approves a purchase and then submits the requisition for approval with documentation of the vendors solicited for bids. To avoid cost increases of over 20 percent and ensure the City remained within budget, the City Administrator executed the server replacement contract with OTG under this volatility provision. This action allowed staff to lock in pricing and maintain the project schedule.

After significant effort, staff was able to obtain three proposals. The selected proposal from OTG totals \$109,999.97, which staff was able to negotiate down from an initial quote of \$135,000. Overall, the proposals offered similar products and services. However, the server configuration from OTG is a standardized industry-accepted set-up that is more broadly supported post-installation. Conversely, the SourceOne Technologies server configuration is a lower cost and lesser-known set-up. The WinTechnologies quote was provided verbally and then retracted on March 2 due to continued hardware price and availability volatility.

- **OTG** – \$109,999.97
- **SourceOne Technologies** – \$103,967.02
- **WinTechnologies** – \$120,000.00

OTG provided the most cost-effective and comprehensive proposal that meets all technical, security and operational requirements. In addition, the OTG proposal will put the City in a more competitive position relative to ongoing support for an industry-accepted system when the City issues a Request-for-Proposals for the City's long-term IT support contract later this year.

### **Recommendation**

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

**Attachments:**

Attachment 1 Supporting Documentation, Attachment 2 OTG Server Replacement Contract

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4270

**RESOLUTION 4270** - A Resolution Ratifying Execution of a Professional Services Agreement for the Acquisition and Installation of a Replacement City-Wide Server with Office Technology Group of Milwaukee, Wisconsin in the Amount of \$110,000

**RECITALS**

A. The Information Services Division has received quotes regarding the acquisition and installation of a replacement server at Mequon City Hall.

B. The quotes were reviewed by staff to ensure compliance with the requirements specified for the project.

C. This project was identified in the 2026 Budget and the proposed contract is within the budgeted amount.

D. The Finance-Personnel Committee approved ratification of the purchase at its March 10, 2026, meeting.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Professional Services Agreement for the acquisition and installation of a replacement server at Mequon City Hall is awarded to Office Technology Group (OTG) of Milwaukee, Wisconsin, in an amount not-to-exceed \$109,999.99, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

## **Attachment 1: Supporting Information**

Article Summaries and Links:

### **AI Giants Are Hoarding Memory Chips, Pushing Prices To Hyperinflation Levels**

AI companies are stockpiling high-performance memory chips, creating severe shortages and driving prices to unprecedented levels across the industry. Their massive purchases of HBM (high-bandwidth memory) and advanced DRAM (dynamic random access memory) are draining global supply, forcing manufacturers to raise prices sharply and leaving far less memory available for consumer electronics. The hoarding is also pushing up the cost of server-grade memory, increasing data-center build-out expenses and slowing infrastructure expansion. With production unable to scale quickly enough, analysts expect elevated prices and tight supply to persist well into the next several years.

<https://www.latimes.com/business/story/2026-02-17/ai-giants-are-hoarding-memory-chips-pushing-prices-to-hyperinflation-levels>

### **Mem-Ageddon: AI Chip Frenzy To Wallop DRAM Prices With 70% Hike**

Memory chipmakers are seeing soaring profits as demand for AI infrastructure dramatically outstrips supply. Samsung, SK hynix, and Micron are shifting production toward high-margin server DRAM and HBM, causing severe shortages for PCs, servers and smartphones and driving prices up as much as 70% in Q1 2026. Supplier inventories are shrinking, conventional DRAM prices have already jumped more than 55% in a single quarter, and analysts warn that the crunch may last into 2027.

[https://www.theregister.com/2026/01/06/memory\\_firm\\_profits\\_up\\_as/](https://www.theregister.com/2026/01/06/memory_firm_profits_up_as/)

### **AI Memory Is Sold Out, Causing An Unprecedented Surge In Prices**

AI-focused memory chips are so heavily in demand that 2026 supply is already sold out, driving an unprecedented spike in prices. The three major suppliers—Micron, SK hynix, and Samsung—are prioritizing HBM for Nvidia, AMD, and Google, which leaves far less capacity for conventional DRAM and pushes consumer RAM prices up more than 50–55% in a single quarter. This shortage stems from AI chips requiring enormous amounts of stacked HBM; Micron notes that producing one bit of HBM displaces three bits of standard DRAM, tightening supply even further. The result is soaring profits for memory makers, rapidly rising hardware costs for PC and device manufacturers like Apple and Dell, and growing concern that consumer electronics prices will climb throughout 2026.

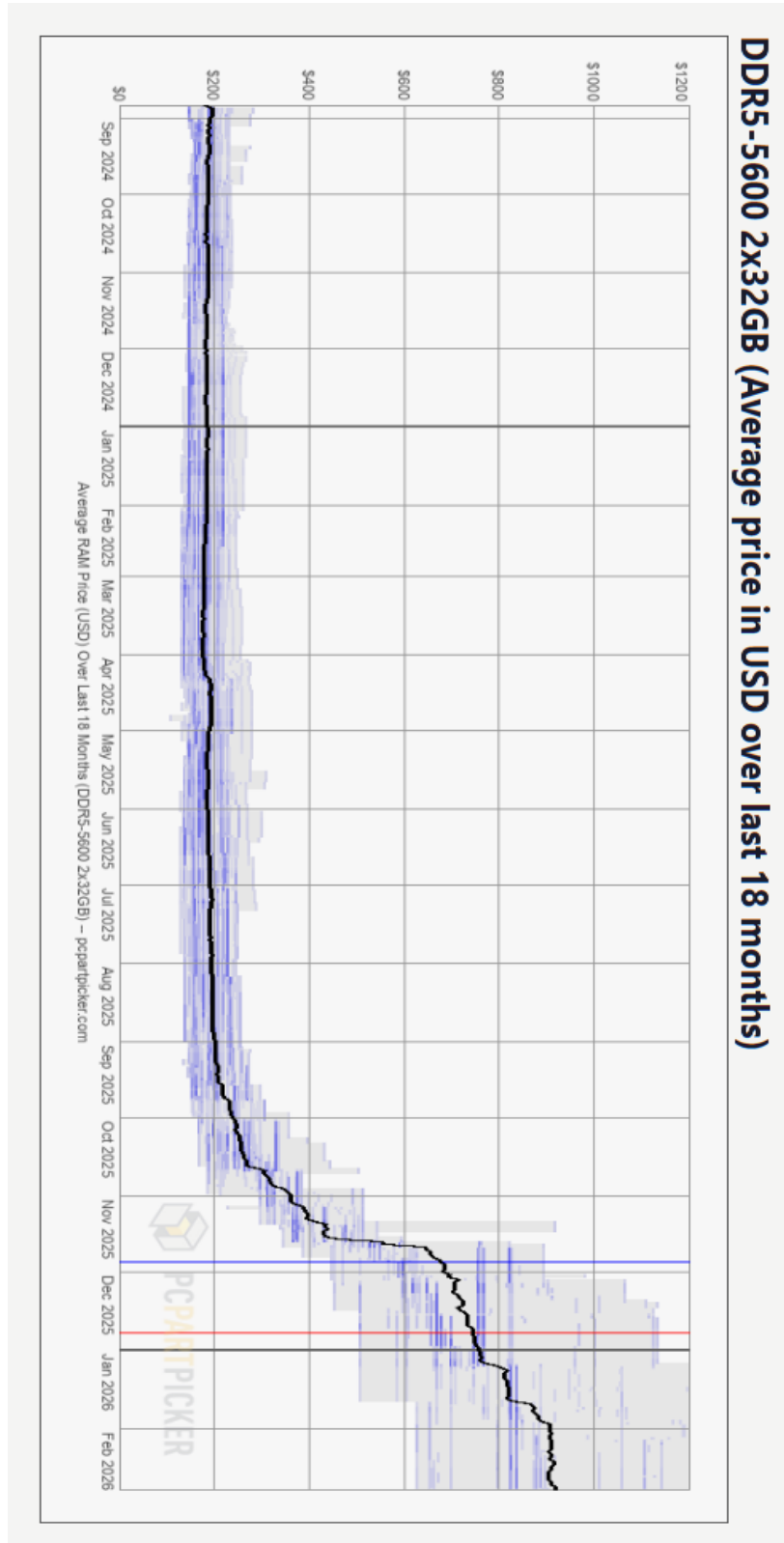
<https://www.cnb.com/2026/01/10/micron-ai-memory-shortage-hbm-nvidia-samsung.html>

### **As AI Eats Up The World's Chips, Memory Prices Take The Hit**

AI systems are consuming so much high-performance memory that global supplies of HBM and advanced DRAM are tightening across the entire semiconductor industry. Manufacturers are reallocating production toward these high-margin AI components, which reduces output of standard DRAM and NAND (used in non-volatile flash memory) and drives broad price increases for consumer devices. The surge in demand is also pushing up the cost of server-grade



Server Memory Prices Over an 18 Month Span (Source: Quant Data LLC, February 27, 2026):





Prepared for:  
City of Mequon

Prepared by:  
Lee Wegener

Account Executive:  
Lee Wegener

Your OTG prepared quote

Dell Hosts and SAN Upgrade 2026 v4

Quote # 003065  
Version 1

## IT Customer Summary

Bill To:

Ship To:

<b>Company</b>	City of Mequon	<b>Company</b>	City of Mequon
<b>Address 1</b>	11333 N. Cedarburg Rd.	<b>Address 1</b>	11333 N. Cedarburg Rd.
<b>Address 2</b>		<b>Address 2</b>	
<b>City, State ZIP</b>	Mequon, WI 53092	<b>City, State ZIP</b>	Mequon, WI 53092
<b>County</b>	Exem	<b>County</b>	Exem
<b>Contact</b>	Jessica Wolff	<b>Contact</b>	Jessica Wolff
<b>Phone</b>		<b>Phone</b>	
<b>Email</b>	jwolff@cityofmequonwi.gov	<b>Email</b>	jwolff@cityofmequonwi.gov

Thank you for allowing The Office Technology Group to present our IT expertise as a solution to the business needs of City of Mequon. We look forward to the opportunity to earn your continued business and are committed to providing top quality, responsive service, and innovative solutions.

The Office Technology Group has collaborated with businesses in the community since 1991. Our history of success and rapid growth are a direct result of our strong record of total customer satisfaction along with solutions provided at a great value. At The Office Technology Group, we recognize that your confidence is a result of high-quality solutions, fast competent service, and reliable support staff. *Simply put, we strive to provide the best overall value for our clients!*

We pride ourselves on our industry leading response to all customer service requests. Our success is measured by your total satisfaction.

If there is anything I can do to be of service, or if you have any questions, please feel free to contact me at (414) 773-0723 or lwegener@theotg.com .

Again, I thank you for this opportunity!

Sincerely,

Lee Wegener, vCIO

## Statement of Work

### 1. Purpose

This project will modernize and consolidate the City's server infrastructure by transitioning from VMware to Microsoft Hyper-V, reducing physical hardware footprint, and implementing a new file server environment. The initiative will consolidate three aging hosts and SAN infrastructure down to two new enterprise-grade hosts with updated storage, while ensuring zero data loss and minimal business disruption.

#### Business Benefits:

- **Reduced Infrastructure Complexity** – Consolidation from 3 hosts to 2 simplifies management and reduces maintenance overhead
- **Lower Total Cost of Ownership** – Elimination of VMware licensing costs and reduction in hardware maintenance contracts
- **Improved Reliability** – New enterprise hardware with failover clustering ensures higher availability
- **Enhanced Performance** – Modern servers and storage will improve application response times
- **Simplified Backup & Recovery** – Streamlined environment reduces backup windows and recovery complexity
- **Future Scalability** – Hyper-V platform provides flexibility for growth without vendor lock-in

### 2. Scope of Work

#### Phase 1: Planning & Procurement

- Conduct project kickoff and establish communication protocols
- Assess current environment including security systems, licensing requirements, and application dependencies
- Review Active Directory health, file permissions, and network configuration
- Procure necessary licensing and validate hardware specifications
- Develop detailed migration plan and schedule coordination windows

#### Phase 2: Infrastructure Deployment

- Deploy and configure two new Dell hosts with Hyper-V clustering capability
- Configure new SAN storage with iSCSI connectivity and shared volumes
- Update network infrastructure (firewall, switch) as needed
- Establish failover cluster and validate high availability configuration

#### Phase 3: Domain Services Migration

- Deploy two new Windows Server 2025 domain controllers
- Transfer FSMO roles and migrate DHCP services (if applicable)
- Validate domain health and replication
- Decommission legacy domain controllers after verification period

#### Phase 4: Application & File Server Migration

- Migrate application servers to Hyper-V
- Deploy new file server on Windows Server 2025
- Migrate file shares with permission preservation and validation
- Implement security hardening

### Phase 5: Decommissioning & Optimization

- Decommission three legacy VMware hosts
- Complete documentation and knowledge transfer

#### Deliverables:

- Fully operational Hyper-V failover cluster with 2 hosts
- New SAN storage configured with appropriate volumes
- Three new Windows Server 2025 domain controllers and file server
- Migrated application servers and virtual machines
- Complete network and infrastructure documentation
- Updated backup configuration and validation
- Knowledge transfer session with IT staff

### 3. Assumptions

- City staff will be available for coordination and testing activities.
- The rooms already have L6-30 outlets for the UPSes. Otherwise, the City is responsible for any additional electrical work.
- Offline VMs will not be archived as part of base scope. If archival is required, a Change Order will be presented.
- All virtual machines are in working condition and properly documented.
- Current backup solutions are operational and will be adapted to new infrastructure.
- Network infrastructure (switches, firewalls) can support new hardware without major upgrades.
- SQL databases on APP1 are documented and compatible with migration approach.
- No significant application compatibility issues exist with Windows Server 2025.
- Legacy hardware will be handled according to City disposal policies after decommissioning.
- Current file share permissions are documented and will be preserved during migration.



### One-Time Costs

Description	Price	Qty	Ext. Price	
<b>Hardware</b>				
PowerEdge R6725 Server	Dell PowerEdge R6725 with 5-Year Mission Critical 4-Hour 24/7 Warranty	\$32,606.00	2	\$65,212.00
ME5012	Dell ME5012 Storage Array with 5-Year Mission Critical 4-Hour 24/7 Warranty	\$23,754.97	1	\$23,754.97
<b>Software/Licensing</b>				
MST-PRP-LVA-C100	Windows Server 2025 Standard - 16 Core License Pack (Perpetual)	\$1,176.00	8	\$9,408.00
MST-PRP-ZOQ-C100	Windows Server 2025 - 1 User CAL (Perpetual)	\$50.00	75	\$3,750.00
<b>Labor</b>				
PRO SERVICES	OTG Professional Services - see Statement of Work	\$7,875.00	1	\$7,875.00
<b>Subtotal:</b>				<b>\$109,999.97</b>

## Dell Hosts and SAN Upgrade 2026 v4



**Prepared by:**  
**Milwaukee Office**  
Lee Wegener  
(414) 773-0723  
Fax (414) 475-0620  
lwegener@theotg.com

**Prepared for:**  
**City of Mequon**  
11333 N. Cedarburg Rd.  
Mequon, WI 53092  
William Jones  
  
wjones@cityofmequonwi.gov

**Quote Information:**  
**Quote #: 003065**  
Version: 1  
Delivery Date: 03/03/2026  
Expiration Date: 03/04/2026

### Quote Summary

Description	Amount
One-Time Costs	\$109,999.97
<b>Total:</b>	<b>\$109,999.97</b>

#### Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between The Office Technology Group, Inc. (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <https://www.theotg.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.


IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date



### Milwaukee Office

Signature: \_\_\_\_\_  
 Name: Lee Wegener  
 Title: vCIO  
 Date: 03/03/2026

### City of Mequon

Signature:   
 Name: William Jones  
 Initials: WHJ, JR.  
 Date: 3/3/2026 11:38:11 AM  
 IP Address: 207.110.227.147  
 Email Address: wjones@cityofmequonwi.gov  
 PO Number: \_\_\_\_\_



[www.theotg.com](http://www.theotg.com)

P: (414) 773-0723  
E: [lwegener@theotg.com](mailto:lwegener@theotg.com)

## Exhibit A

[Master Services Agreement](#)

[Omnibus Service Attachment for Managed Services](#)

[Schedule of Services](#)

[Data Processing Agreement](#)

[Service Level Objectives](#)

[Schedule of Third-Party Services](#)



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Public Works**

**TO: Common Council**  
**FROM: Kristen Lundeen, Director Public Works/City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4271 - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2026, Related to Athletic Field Fees Charged to Season Users and All Other Users, and Super Pass Fees for the Mequon Community Pool**

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### **Background**

The proposed amendments to the City's current fee schedule include:

#### *Athletic Field Use*

- Elimination of one-time upcharge for Non-Mequon/Thiensville users. The additional fee is charged via the "Non-Season User" per use fees for City fees, and "All Other User" fees for the Field Maintenance Contract.
- Elimination of deposits for Season Users. To date, the City has never utilized the deposit for damage or repairs for seasonal use.
- Elimination of per-use fees for Season Users. Replaced with bulk field use fees for City fees and a percentage of use fees for the Field Maintenance Contract.
- Elimination of round-robin fees; after implementation, it was determined that the transition to per day fees for tournaments negated the need for round-robin fees, as the uses are the same. The format of the tournament is not of consequence to the City and the duration and type of use is the same.

#### *Swimming Pool*

- Modification of the Super Pass rates in accordance with the Super Pass agreement. Further, the Super Pass fees listed are now the cost of the pass, rather than the "upcharge" that was previously listed. The change is intended to show the fee as a more transparent, all-inclusive cost.

### **Analysis**

#### *Athletic Field Use*

Since the Field Maintenance Contract was initially requested by Season Users, the Parks Division has worked to ensure that the fees are equitable, transparent and fair. In 2026, these fees were charged per use, up front at the beginning of the season. While the per use fee makes fiscal sense for those user groups who do not utilize Mequon athletic fields as their primary fields, it does not for the City's Season Users (Homestead High School, B.O.S.S., Mequon Heat/Mequon-Thiensville Little League and Mequon Mayhem). After discussion with the Season Users, staff recommends transitioning Season User fees to more bulk rates, based upon percentage of use. As shown below, the City fees will be paid in line with the volume of uses, but ideally recognize the varying number of uses due to weather, team availability, etc. All Other Users will continue to be charged the per use fees.

The Field Maintenance Contract fee will be evenly distributed among the Season Users at the start of the season, so that the City can pay the invoicing as it is billed. Additional uses at the fields will be charged a per use Field Maintenance Contract Fee, which will go back to the Season Users at the end of the season. The terms and conditions of billing are explained in the attached standard operating procedure, and were discussed with the Season Users at recent post-season meetings.

Staff recommends that the current athletic field fees for baseball and softball be eliminated and replaced with the following:

<i>Season User Fee Per Season</i>	
0-20 Field Use	\$120.00
21-40 Field Use	\$340.00
41-60 Field Use	\$560.00
61-80 Field Use	\$780.00
81-100 Field Use	\$1,000.00
101-120 Field Use	\$1,220.00
121-140 Field Use	\$1,440.00
141-160 Field Use	\$1,660.00
161-180 Field Use	\$1,880.00
181-200 Field Use	\$2,100.00
201-220 Field Use	\$2,320.00
221-240 Field Use	\$2,540.00
241-260 Field Use	\$2,760.00
261-280 Field Use	\$2,980.00
281-300 Field Use	\$3,200.00
Non-Season User Fee Per Use	\$12.00
<i>Field Contract Maintenance Fee</i>	
River Barn Field #1	
Season User: Mequon Mayhem	\$3,300.00
All Other Users (per use)	\$45.00
River Barn Field #2	
Season User: Mequon Mayhem	\$3,300.00
All Other Users (per use)	\$55.00

River Barn Field #3	
Season User: Mequon Mayhem	\$3,300.00
All Other Users (per use)	\$40.00
Rotary Schmit	
Season User: Mequon Heat/MTLL	\$4,476.50
Season User: Homestead High School	\$1,918.50
All Other Users (per use)	\$65.00
Rotary South	
Season User: Mequon Heat/MTLL	\$3,300.00
All Other Users (per use)	\$55.00
Rotary Central	
Season User: Mequon Heat/MTLL	\$3,300.00
All Other Users (per use)	\$40.00
Rotary North West Per Use	
	\$12.00
Rennicke	
Season User: Homestead High School	\$7,472.00
Season User: Mequon Heat/MTLL	\$1,868.00
All Other Users (per use)	\$110.00
Lemke Orange	
Season User: BOSS Baseball	\$3,300.00
All Other Users (per use)	\$25.00
Lemke Blue	
Season User: BOSS Baseball	\$3,300.00
All Other Users (per use)	\$35.00

*Swimming Pool*

Super Pass rates are established equitably across all Super Pass pools. Based upon those collective adjustments, existing Super Pass Fees will be replaced with the following:

Super Pass		
	City Employee Pass Upgrade	\$30.00
	Resident - 3 to 12 Years	\$130.00
	Resident - 13 - 64 Years	\$140.00
	Resident - Senior (65 & Older)	\$125.00
	Resident - Family	\$230.00
	Thiensville - 3 to 12 Years	\$145.00
	Thiensville - 13 - 64 Years	\$160.00
	Thiensville - Senior (65 & Older)	\$145.00
	Thiensville - Family	\$245.00
	Non Resident - 3 to 12 Years	\$170.00
	Non-Resident - 13 - 64 Years	\$180.00
	Non-Resident - Senior (65 & Older)	\$165.00
	Non Resident - Family	\$290.00

Excerpts from the City's existing Fee Schedule that became effective on January 1, 2026, and which depict the current fees that are proposed for elimination (via ~~strikethrough~~) are also

attached for reference.

### **Fiscal Impact**

#### *Athletic Field Use*

The City fees for athletic field use remaining largely the same, with modifications in the fee structure rather than the amounts. While there is some variability based upon the number of uses, the average cost remains consistent with previous years.

The Field Maintenance Contract Fee is a pass through cost. The City does not budget for this contract. Season Users will fund the contract during the pre-season, based upon a historic distribution of uses. All other users will pay a per use fee. At the end of the season, the Field Maintenance Contract Fee revenue collected from All Other Users will be refunded to the Season Users, and be pro-rated based upon actual use for the season. Please see the attached Standard Operating Procedures for terms and conditions.

#### *Swimming Pool*

The fees for the daily and seasonal passes for Mequon Community Pool users remain the same as the previous season. The Super Pass fees have increased for equity across all Super Pass pools, but the revenue is also shared across all of the pools. Therefore it is anticipated that the revenue for the Mequon Community Pool will not be impacted by the rate increase.

### **Recommendation**

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

#### Attachments:

2026 Field Maintenance Contract Fee SOP, 2026 Fee Schedule Amendments

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4271

**RESOLUTION 4271** - A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2026, Related to Athletic Field Fees Charged to Season Users and All Other Users, and Super Pass Fees for the Mequon Community Pool

**RECITALS**

A. The City has established an annual fee schedule to memorialize fees across various City services.

B. City staff has identified a number of fees that require adjustment and the option to include additional opportunities through the establishment of new fees.

C. The proposed amendments include the adjustment of fees for Season Users and All Other Users at various athletic fields throughout the City of Mequon Park System, and Super Pass fees for the Mequon Community Pool.

D. City staff has reviewed the schedule and recommends the attached amendments to the fee schedule for implementation on March 11, 2026.

E. The Finance-Personnel Committee has reviewed the attached fee schedule and has recommended its adoption to the Common Council.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached amendments to fees within the City's Annual Fee Schedule are approved, and authorized for implementation beginning March 11, 2026, until further amended.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk



## **City of Mequon – Parks**

### **Field Maintenance Contract Cost Allocation**

#### **Standard Operating Procedure**

##### **Purpose**

The Field Maintenance Contract is a service that the City of Mequon administers at the request of its Season User groups to ensure equitable distribution of contract costs among field users. The City of Mequon does not fund the Field Maintenance Contract and passes the contract cost through to the field users. As established by precedent, the entire cost of the Field Maintenance Contract shall be collected from the Season Users prior to the start of pre-season field maintenance. If the full season is not paid in full prior to the first scheduled date for the Season User, the Season User shall be prohibited from utilizing the field until the fee is paid.

The Field Maintenance Contract is approved by the Common Council and the scope of services may be amended by majority request of the Season Users. The entire Field Maintenance Contract cost shall be borne by the field users.

##### **Scope**

While the actual scope of services varies by field, the Field Maintenance Contract generally includes:

- Pre-Season preparations including edging fields, packing bases, mound and batters boxes and nail dragging and grooming.
- Pre-Season general clean up of all fields.
- Dragging Fields Monday-Friday.

##### **Season User**

Season Users are defined as the primary Mequon-Thiensville based baseball and/or softball user groups who utilize City of Mequon athletic fields and are given priority for scheduling field use. As of the date of this SOP, those groups are limited to:

- BOSS
- Homestead High School

DATE: March 10, 2026



- Mequon Heat/MTLL
- Mequon Mayhem

### **Applicable Fields**

The Field Maintenance Contract is not administered at all athletic fields and as of the date of this SOP, is limited to the following baseball or softball fields:

- Rennicke
- Schmit
- Rotary South
- Rotary Central
- River Barn 1
- River Barn 2
- River Barn 3
- Lemke Orange
- Lemke Blue

### **Season User Pre-Season Field Management Contract Fee**

The Season User Pre-Season Field Management Contract Fee shall be established by:

- Identify the Field Maintenance Contract cost by field
- Identify the average number of Season User uses by field, as a percentage of the average total number of uses at each field
- Multiply the Field Maintenance Contract cost by field by the average number of Season User uses by field, as a percentage.
- Update the Fee Schedule with the corresponding Season User Field Contract Maintenance Fee.

Actual and average uses will be reviewed at the post-season user group meetings. If any Season User Group identifies anticipated impacts on the number of uses in the next season, those should be identified at the post-season user group meetings so that the fees may be adjusted accordingly.

Initially, all Season User groups will pay the entire Field Contract Maintenance Fee. Invoices will be issued for the season, based upon the combination of the Field Contract Maintenance Fee and Season User Fee Per Season.

DATE: March 10, 2026



If a Season User is not assessed a Pre-Season Field Management Contract Fee at a particular field, and subsequently requests use of said field, the Season User group shall pay a All other Users per use fee in accordance with the Fee Schedule. No post-season refunds shall be issued. The number of uses will be utilized to adjust the next season's fees, if appropriate.

If a Season User is responsible for 100% of the Field Management Contract Fee and determines it does not want the City to administer the field management contract at a particular field, the City will eliminate the Field Management Contract Fee for that field. Note that the City fees will still apply for Season Users, and Non-Season users shall pay a flat fee per use.

Please note that Tournament Fees are exclusive from the Season Fees.

#### **All Other User Field Management Contract Fee (per use)**

Prior to the start of the athletic season, the City of Mequon Buildings and Grounds Superintendent will establish the All Other User Field Management Contract per use field cost based upon the following:

1. Identify the Field Maintenance Contract cost by field.
2. Identify the average number of Season User uses by field.
3. Divide the Field Maintenance Contract Cost by field by the average number of Season User uses by field to determine the cost per use.
4. Update the Fee Schedule with the value established in Step 3.

#### **Post Season Reconciliation**

At the end of the season, when all Season and Non-Season User seasons conclude, the Buildings and Grounds Superintendent will reconcile the Field Maintenance Contract charges for Season Users as follows:

1. Identify the Field Maintenance Contract cost by field.
2. Identify the total revenue collected from Non-Season Users by field.
3. Subtract the total Non-Season User revenue from the Field Maintenance Contract cost by field. This will be identified as the remaining Field Maintenance Contract cost.
4. Identify the actual number of Season User uses by field, as a percentage.



5. Multiple the remaining Field Maintenance Contract cost by the actual number of Season User uses by field, as a percentage. This will be identified as the Actual Season User Field Maintenance Contract Cost.
6. Issue a reconciliation invoice to all Season Users. The reconciliation invoice will identify the Pre-Season Field Management Contract Fee and subtract the Actual Season User Field Maintenance Contract Cost to determine whether money is owed to the Season User Group, or owed to the City.

If a Season User owes additional funds due to the adjusted cost per use or due to a change in the number of uses, that fee will be issued for reconciliation. If a Season User is owed funds due to overpayment in the pre-season, a refund will be issued after all additional Season User funds are collected, if applicable.

Non-Season Users will not receive an adjustment and will pay fees based upon reservations.

City fees are collected by season, in accordance with the Fee Schedule, and are not included in the Field Maintenance Contract fees.



## FEE SCHEDULE (Effective 01/01/2026)

FEE DESCRIPTION	FEE AMOUNT
<i>Staff Time Over 10 Hours on Any of the Above Will be Additionally Billed Hourly.</i>	
<i>Additional Charges May Be Incurred for Subsequent Plan Review.</i>	
<b>ENGINEERING</b>	
Planning Commission Reviews	
	Engineer \$100.00/Hr
	Engineering Technician \$91.00/Hr
Green Infrastructure Plan Reviews	
	Engineer \$100.00/Hr
	Engineering Technician \$91.00/Hr
Erosion Control Permits – Site Grading	
	Residential – Initial Fee \$600.00
	Residential – Per Lots or Units \$6.00
	Commercial/Industrial – Initial Fee \$300.00
	Commercial/Industrial – Per 1,000 SF Distributed Area \$6.00
	General Use Residential – Initial Fee \$30.00
	General Use Residential – Per 1,000 SF Distributed Area \$4.00
	Permit Extension Fee 1/12 of Fee/Month
Filling Permits	
	0-250 CY \$60.00
	251-1,000 CY \$120.00
	Permit Extension Fee 1/12 of Fee/Month
Floodplain Letters	
Waste Hauler Permit \$60.00	
Waste Hauler Additional Per Vehicle – 7 to 12 Tons \$25.00	
Waste Hauler Additional Per Vehicle – Over 12 Tons \$50.00	
Holding Tank Agreement Recording and Processing Fee \$165.00	
Lateral Abandonment Inspection \$100.00	
Drainage Financial Guarantee	
	For land disturbing activities listed in Section 58-674(c) 125 percent of the estimated cost of construction and maintenance of the stormwater management practices
	For land disturbing activities listed in Section 58-674(d) \$50 per 100 square foot of additional impervious surface
<b>FINANCE</b>	
Real Estate Property Status Report Rush Fee \$60.00	
Real Estate Property Status Report Rush Fee (1-3 Business Days) \$35.00	
Dog License Unneutered/Unspayed \$15.00	
Dog License Neutered/Spayed \$10.00	
Dog License Replacement \$10.00	
Dog License Late Fee \$5.00	
Check Returned/Insufficient Funds \$35.00	
Special Request – GIS Maps Time & Materials	
Photocopies & Reprinting of Existing Maps \$1.00	
Brush Permit \$25.00	
Lost Brush Permit Replacement Fee \$5.00	
Interest on Delinquent Receivables 1.5% Per Month	
<b>PARKS</b>	
Memorials	
	Park Bench \$550.00
	Tree \$250.00
Pavilion Rental*	
	Non-Mequon/Thiensville Resident Rental Upcharge \$100.00



## FEE SCHEDULE (Effective 01/01/2026)

FEE DESCRIPTION		FEE AMOUNT
	Outdoor Concessions (Per Tent/Table)*	\$25.00
	Additional Setup/Cleanup (up to 4 hours 4:00pm - 8:00pm, depending on availability)	\$100.00
Lemke Park *		
	Lemke Open Pavilion‡	\$150.00
	Lemke Open Pavilion – Security Deposit	\$50.00
	Lemke Concession/Kitchen ONLY per day	\$75.00
	Lemke Concession/Kitchen with Open Pavilion	\$225.00
	Lemke Concession/Kitchen with Open Pavilion - Deposit	\$100.00
	Holding Tank Pumping Fee per 10,000 gallons*	\$270.00
Rotary Park*		
	Reuter Pavilion‡ – Under 150 People	\$475.00
	Reuter Pavilion‡ – Corp. or Over 150 People	\$500.00
	Reuter Pavilion‡ – Concessions Only	\$225.00
	Reuter Pavilion – Security Deposit	\$200.00
	Rotary Pavilion‡	\$225.00
	Rotary Pavilion or Gazebo – Security Deposit	\$100.00
	Gazebo Only	\$225.00
	Gazebo with Pavilion Rental	\$100.00
	Holding Tank Pumping Fee per 5,000 gallons*	\$135.00
	Holding Tank Pumping Fee per 10,000 gallons*	\$270.00
	Portable Restroom Service*†	\$115.00
River Barn Park*		
	Sommers Pavilion and South Patio‡	\$475.00
	Sommers Pavilion Security Deposit	\$200.00
	Sommers Pavilion Concessions Only	\$225.00
Athletic Field Use (2 Hours)*		
	<del>Non-Mequon/Thiensville User Upcharge One Time Fee Per Season</del>	<del>\$100.00</del>
	<del>Season User Fee Deposit Per Field</del>	
	<del>0-20 Field Use Deposit</del>	<del>\$100.00</del>
	<del>20-40 Field Use Deposit</del>	<del>\$200.00</del>
	<del>40-60 Field Use Deposit</del>	<del>\$300.00</del>
	<del>60-80 Field Use Deposit</del>	<del>\$400.00</del>
	<del>80-100 Field Use Deposit</del>	<del>\$500.00</del>
	River Barn Ozaukee Lacrosse Season	\$1920.00
	Lacrosse Field Per Use	\$80.00
	River Barn NSU Soccer Season	\$600.00
	River Barn Wave Camp with North Open Pavilion (Monday - Friday)	\$600.00
	Soccer/Football Field Per Use	\$80.00
	<del>River Barn Field #1 Per Use</del>	<del>\$53.00</del>
	River Barn Round Robin Field #1 Per Day	\$106.00
	<del>River Barn Field #2 Per Use</del>	<del>\$71.50</del>
	<del>River Barn Round Robin Field #2 Per Day</del>	<del>\$143.00</del>
	River Barn Field #3 Per Use	\$56.00
	River Barn Round Robin Field #3 Per Day	\$112.00
	Rotary NSU Soccer Season	\$1500.00
	Rotary Wave Camp with Open Pavilion (Monday - Friday)	\$600.00
	Rotary Cross Country Season	\$207.00



## FEE SCHEDULE (Effective 01/01/2026)

FEE DESCRIPTION	FEE AMOUNT
<del>Rotary Schmit Per Use</del>	<del>\$64.00</del>
<del>Rotary South Per Use</del>	<del>\$51.25</del>
<del>Rotary Central Per Use</del>	<del>\$46.00</del>
<del>Rotary North West Per Use</del>	<del>\$12.00</del>
<del>Rennicke Per Use</del>	<del>\$120.00</del>
Lemke NSU Soccer Season	\$600.00
Lemke Cardinal Football Season	\$1400.00
<del>Lemke Orange Per Use</del>	<del>\$27.50</del>
<del>Lemke Blue Per Use</del>	<del>\$34.00</del>
<b>Tournaments</b>	
Mequon/Thiensville User Tournament Fee <sup>o</sup> Per Day	\$325.00
Non-Mequon/Thiensville User Tournament Fee <sup>o</sup> Per Day	\$450.00
Tournament Pavilion Concessions Only Per Day*	\$75.00
Outdoor Concession Per Tent/Food Truck Per Day	\$25.00
Rotary NSU Tournament (max. 3 days) with North Reuter Concessions	\$1500.00
Tournament Reuter Holding Tank Pumping per 10,000 gallons*	\$270.00
Tournament Per Field Deposit	\$100.00
Portable Restroom Service*†	\$115.00
<i>*Plus applicable taxes for non-exempt groups</i>	
<i>†Required for Events with over 200 people</i>	
<i>‡Per Rental Agreement, Pavilion Rentals Include 2-hour Setup and 1-Hour Cleanup</i>	
<i><sup>o</sup>Tournaments at Rotary Park require Holding Tank Pumping in addition to the Tournament Fee</i>	
<b>POLICE</b>	
Weapons Discharge Fee	\$30.00
Lost Weapons Permit Replacement	\$5.00
Parking Citation	\$25.00
Vehicle Impound Storage Over 30 Days (Per Day)	\$15.00
Finger Printing	\$20.00
Photos (Each)	\$1.75
Water Ski	\$25.00
False Alarm Fee* (Per Calendar Year)	
1st	\$0.00
2nd	\$200.00
3rd	\$300.00
4th and Subsequent	\$400.00
<i>*Multiple False Alarms within 48 Hour Period Due to a Security System Failure/Defect will Count as Single Event.</i>	
Audio/Video Tape and Computer Media	\$25.00
Capital Cost of Patrol Squad Per Hour	\$2.48
Accident Report	\$3.00
Audio/Video Tapes & Computer Media – CD	\$15.00
Audio/Video Tapes & Computer Media – USB Flash Drive	\$25.00
<b>PUBLIC WORKS</b>	
New Culvert – 24' Long, Up to 24" Diameter	\$2,350.00
Extra Culvert Length Per Foot	\$55.00
Culvert Replacement	\$3,955.00
Culvert Replacement – Road Program	\$1,190.00
Temporary Culvert (Max. 12 Months)	\$2,350.00
Credit Upon Removal	\$250.00
Culvert Relay	\$2,350.00
Street Tree Replacement	\$150.00



## FEE SCHEDULE (Effective 01/01/2026)

FEE DESCRIPTION		FEE AMOUNT
Equipment Charge		Prevailing State Highway Maintenance Manual Rate
Blue Sign		
	Installation Fee (Initial or Replacement)	\$250.00
	Annual Fee	\$100.00
All Other Signs (New or Accident Replacement)		Procurement Cost Plus Shipping, Plus \$20.00 Admin Fee
<b>SEWER UTILITY</b>		
Connection Fees		
	City installed sanitary sewer; lateral available to property line	\$600.00
	City installed sanitary sewer; no lateral available to property line	\$400.00
	If paid by the Developer at Final Plat	\$0.00
Residential User Charge (Quarterly)		\$90.00
Non-Residential User Charge Rate		\$8.811/1,000gal
<b>SWIMMING POOL</b>		
Daily Swimming Pool		
	Resident – Under 3 Years	Free
	Resident – 3 to 12 Years	\$5.00
	Resident – 13 - 64 Years	\$6.00
	Resident - Senior (65 & Older)	\$3.00
	Thiensville – Under 3 Years	Free
	Thiensville – 3 to 12 Years	\$6.00
	Thiensville – 13 - 64 Years	\$7.00
	Thiensville - Senior (65 & Older)	\$4.00
	Non Resident – Under 3 Years	Free
	Non Resident – 3 to 12 Years	\$8.00
	Non Resident – 13 - 64 Years	\$9.00
	Non Resident - Senior (65 & Older)	\$7.00
	Nanny	\$3.00
Seasonal Swimming Pool		
	Resident – Under 3 Years	Free
	Resident – 3 to 12 Years	\$55.00
	Resident – 13 - 64 Years	\$75.00
	Resident - Senior (65 & Older)	\$50.00
	Resident - Family	\$120.00
	Thiensville – Under 3 Years	Free
	Thiensville – 3 to 12 Years	\$70.00
	Thiensville – 13 - 64 Years	\$90.00
	Thiensville - Senior (65 & Older)	\$55.00
	Thiensville - Family	\$150.00
	Non Resident – Under 3 Years	Free
	Non Resident – 3 to 12 Years	\$90.00
	Non Resident – 13 - 64 Years	\$115.00
	Non Resident - Senior (65 & Older)	\$105.00
	Non Resident – Family	\$205.00
Super Pass		
	<del>Resident – Individual</del>	<del>\$25.00</del>
	<del>Resident – Family</del>	<del>\$40.00</del>
	<del>Thiensville – Individual</del>	<del>\$30.00</del>
	<del>Thiensville – Family</del>	<del>\$50.00</del>
	<del>Non Resident – Individual</del>	<del>\$35.00</del>
	<del>Non Resident – Family</del>	<del>\$55.00</del>
Nanny Pass		\$35.00
Lifeguard Certification		\$250.00
Mequon Lifeguard Certification Reimbursement		\$125.00



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

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**Administration**

**TO: Common Council**  
**FROM: Jessica Wolff, Assistant City Administrator**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4272 - A Resolution Amending the City's FY2026 Compensation Plan in Connection with Establishing the Position of Staff Engineer**

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### **Background**

The 2026 Compensation Plan was adopted by the Common Council on November 11, 2025. The Engineering Division within the Department of Public Works is seeking to reclassify a position within the Division to better align with operational demands. One of the two existing Engineering Technician positions in the Engineering Division is vacant, which presents an opportunity to reassess staffing responsibilities while staying within the Department's FY2026 budget. As such, attached to this memorandum is an amended Compensation Plan that reflects the proposed reclassification of one Engineering Technician position to Staff Engineer.

### **Analysis**

As indicated in the attached 2026 Compensation Plan, one Engineering Technician in Pay Grade 4 would be reclassified as a Staff Engineer in Pay Grade 5. For technical staff, the Engineering Division currently has three positions within Pay Grade 4 (two Engineering Technicians and one Engineering Field Coordinator), one Assistant City Engineer in Pay Grade 8, and one Director of Public Works/City Engineer in Pay Grade 9. The proposed reclassification of one Engineering Technician position marks a strategic transition from a 'flat' organizational model to a 'vertical' professional structure. Currently, Engineering has a gap between entry-level technical support and senior management. By introducing a Staff Engineer position, the City creates a viable pathway for internal advancement, allowing for more effective recruitment and retention of candidates who seek clear professional growth trajectories.

Additionally, the position's responsibilities will include additional regulatory efforts that the Engineering Division has taken on since current job descriptions were created. For example, the City's MS4 permit with the DNR has expanded requirements since 2022 that require additional staff effort. Similarly, MMSD also requires the City to oversee Green Infrastructure plan reviews and approvals, which requires ongoing certification inspection oversight. The newly established Staff Engineer position would also have a more dedicated oversight role for City asset management programming and project management.

To ensure a higher level of technical proficiency, the Staff Engineer position will require a Bachelor's degree or an Associate's degree with a minimum of eight years of experience. Currently, the Engineering Technician role carries no Bachelor's degree requirement.

**Fiscal Impact**

The net number of full-time equivalent positions remains unchanged under the proposed modifications. The fiscal impact of the proposed adjustment will result in a corresponding salary adjustment of \$6,200, not including retirement contributions and associated payroll taxes (e.g., FICA, Medicare, etc.). Due to current vacancies within the Division and Department, no budget impact is anticipated for Fiscal Year 2026. In addition, the new Engineering Technician may start at a lower starting salary than the previous incumbent. Pending approval, this change will become effective March 16, 2026.

**Recommendation**

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

Attachments:

FY2026 EE Compensation Plan Amendment

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4272

**RESOLUTION 4272** - A Resolution Amending the City's FY2026 Compensation Plan in  
Connection with Establishing the Position of Staff Engineer

**RECITALS**

A. On November 11, 2025, the City of Mequon adopted the Fiscal Year 2026 Compensation Plan that sets forth job positions and their assigned pay grades for non-represented employees.

B. The Engineering Division in the Department of Public Works has identified an opportunity to transition to a 'vertical' professional structure in support of implementing various goals and objectives of the organization, while maintaining the overall number of full-time equivalent positions.

C. This has resulted in the proposed conversion of one of the two existing "Engineering Technician" positions to a "Staff Engineer" position.

D. Sufficient funds are available to support the reorganization without requiring additional funds during FY2026. Section 24.07 (2)(3) of the City's Employee Personnel Code requires Committee and Common Council approval of amendments to the Compensation Plan.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon that the Fiscal Year 2026 Compensation Plan for Non-Represented Employees is amended, as shown in the attachment.

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Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

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Caroline Fochs, City Clerk

**Exhibit A  
FY2026 EMPLOYEE COMPENSATION PLAN (Proposed Amendment)**

Pay Grade	Annual Steps							Mid Point	Maximum	POSITION
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
1	\$45,683	\$46,825	\$47,966	\$49,108	\$50,250	\$51,392	\$52,534	\$53,677	\$61,672	
2	\$50,251	\$51,507	\$52,763	\$54,019	\$55,274	\$56,530	\$57,786	\$59,045	\$67,839	Accounts Receivable Specialist Administrative Assistant Administrative Specialist Assessment Technician Deputy Clerk Records Specialist
3	\$55,276	\$56,657	\$58,038	\$59,419	\$60,800	\$62,181	\$63,562	\$64,950	\$74,623	Buildings Maintenance Worker Equipment Operator Highway Worker Parks & Forestry Worker Sewer Maintenance Worker
4	\$61,998	\$63,548	\$65,098	\$66,647	\$68,197	\$69,747	\$71,297	\$72,848	\$83,698	Administrative Coordinator Buildings & Grounds Foreman City Forester Engineering Field Coordinator Engineering Technician Executive Assistant Finance Coordinator Human Resources Coordinator Highway Section Foreman Mechanic Permit Coordinator Sewer Section Foreman
5	\$66,958	\$68,632	\$70,306	\$71,980	\$73,654	\$75,328	\$77,003	\$78,676	\$90,393	Planner I <u>Staff Engineer</u> Building Inspector Public Safety IT Specialist
6	\$72,315	\$74,122	\$75,930	\$77,738	\$79,545	\$81,353	\$83,160	\$84,969	\$97,625	Assistant Finance Director Fleet Superintendent
7	\$78,100	\$80,051	\$82,003	\$83,955	\$85,906	\$87,858	\$89,809	\$91,767	\$105,435	Buildings & Grounds Superintendent Highway Superintendent Inspections Supervisor Sewer Superintendent

Pay Grade	Annual Steps							Mid Point	Maximum	POSITION
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		
8	\$89,734	\$92,298	\$94,861	\$97,424	\$99,988	\$102,551	\$105,115	\$107,681	\$125,628	Assistant City Engineer Asst. Community Development Dir. City Clerk Deputy Director of Public Works Deputy Director of Utilities IT Manager Police Captain
9	\$107,681								\$150,753	Assistant City Administrator Director of Community Development Director of Public Works/City Engineer Finance Director Police Chief
10	<i>Established by Contract</i>									City Administrator



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**Community Development/Engineering**

**TO: Common Council**  
**FROM: Jac Zader, Assistant Director Community Development**  
**Cole McCraw, Assistant City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4273 - A Resolution Approving Award of the Following**  
**Items: A) A Contract for the Construction of Streetscaping Elements**  
**Along Port Washington Road Between Mequon Road and Zedler Lane**  
**to Wil-Surge Electric, Inc. of Butler, Wisconsin in an Amount Not-to-**  
**Exceed \$2,500,000; and B) A Contract for Construction Administration**  
**Services to Harwood Engineering Consultants, Ltd. of Milwaukee,**  
**Wisconsin in the Amount of \$24,000**

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### **Background**

A streetscape plan for North Port Washington Road as part of public improvements within TID No. 4 and TID No. 5 from Mequon Road to Zedler Lane was approved by the Common Council May 14, 2024. The project includes new street and pedestrian light fixtures, median modifications, street trees and landscaping enhancements within the medians, and intersection improvements. The project also includes a westbound Donges Bay Road right-turn lane as it approaches North Port Washington Road. A Resolution Authorizing a Contract Amendment for the Development of Streetscape Construction Plans with Harwood Engineering Consultants, Ltd., was approved on August 14, 2024. Port Washington Road is under the jurisdiction of the County even though the road is located within the City. Therefore, there is a memorandum of understanding (MOU) in place with Ozaukee County regarding these improvements, which was approved as Resolution 4231 in September 2025. This MOU requires the County to approve the award of the project, in addition to the City. The County is technically the project owner, but the City will effectively oversee the project's construction and finances.

The project was previously bid in May 2025, in which the City received only two bids for the project's construction. At that time, the low base bid was \$2,560,000. These bids were previously rejected by Common Council at the June 2025 meeting, citing the project cost, which may have been inflated due to the time of the year the project was bid, the compressed schedule to complete the project, and uncertainty with tariffs and inflation.

As a cost-saving measure, the current iteration was bid earlier in the year and with a longer construction schedule. Furthermore, the project was bid with alternate bids and additive bids to give the City flexibility in award with regard to cost.

### **Analysis**

The City received five bids for the project construction contract with a low base bid of \$2,388,968.48 submitted by Wil-Surge Electric, Inc. of Butler, Wisconsin. A summary of the base bid, alternate bid, and additive bids submitted are attached to this memo for reference. When comparing the current bids to the earlier bids, the lowest bid is approximately \$170,000 less. However, when including the stamped asphalt alternate bid, which was included in the previous base bid, the two lowest bids are almost identical. Based on feedback from the contractors who bid on the project, whatever savings that were gained by changes to the bid package were offset by inflation and higher construction costs.

While the overall cost of the project is higher than anticipated, staff is recommending moving forward with the award of the base bid. As a reminder to the Council, this project has been in the planning stages for approximately four years. Delays included I-43 construction and jurisdictional issues with the County. However, there was a commitment made to the general public and business owners along the corridor that improvements would be made. In comparison, the City has spent over \$6,000,000 in TID #3 for public improvements over the life of the district. It appears that, based on the financial analysis below, there will be sufficient cash available to fund the project with TID proceeds. Staff suggests implementation of the base bid, and excluding the alternatives or additives for the project due to the concern of the cost associated with each item.

Wil-Surge Electric, Inc.'s bid total is \$2,388,968.48, which is \$128,080 lower than the next lowest bidder's base bid total. Wil-Surge Electric, Inc. has performed similar work of this type for other communities and has successfully completed projects of similar scale. No engineering estimate was prepared for this bid.

Additionally, due to current staffing vacancies and multiple construction projects scheduled this season, staff is recommending a construction administration contract with the design engineer, Harwood Engineering Consultants, on an hourly basis not-to-exceed \$24,000 for assistance with construction oversight when City staff is unavailable or occupied with other construction projects occurring this summer. This would supersede a previously authorized \$6,000 contract for construction administration associated with this project.

### **Fiscal Impact**

The overall cost of the streetscaping project is proposed to be split between TIDs No. 4 and No. 5. Currently, the TIDs have approximately \$3,000,000 in combined cash reserves as of December 31, 2025. Cash flow estimates in the TID annual reports (see attached) show that the districts will have cash available after the project to cover maintenance costs in future years.

Staff typically recommends that large public construction project awards include a contingency. This contingency allows for additional services that may arise from unforeseen field conditions, eliminating the need for minor extras to be reapproved by the Common Council, provided the project remains within budget. Some elements may require significant repairs that only become

apparent once work commences, which are compensated at a unit cost. Consequently, staff recommends that the resolution authorize an amount not to exceed \$2,500,000 for the construction contract, which incorporates a contingency of approximately 4.6% for additional authorized efforts.

The projected cost of the full project effort, including the construction contract and construction administration contract, is \$2,524,000.

**Recommendation**

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

Attachments:

Mequon TID #4 and #5 Port Washington Rd Streetscape Preliminary Bid Results, TID 4 Report, TID 5 Report

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4273

**RESOLUTION 4273** - A Resolution Approving Award of the Following Items: A) A Contract for the Construction of Streetscaping Elements Along Port Washington Road Between Mequon Road and Zedler Lane to Wil-Surge Electric, Inc. of Butler, Wisconsin in an Amount Not-to-Exceed \$2,500,000; and B) A Contract for Construction Administration Services to Harwood Engineering Consultants, Ltd. of Milwaukee, Wisconsin in the Amount of \$24,000

**RECITALS**

A. The City of Mequon Engineering Division has advertised and received bids for the TID #4 and #5 Public Improvements: Port Washington Road Streetscape.

B. Staff has reviewed the various bids and contractor qualifications for the contracts and has determined that the bids received are reasonable and that adequate funds are available to accomplish the work and, on that basis, has made a recommendation to the Public Works Committee.

C. The City of Mequon and Ozaukee County (County) have executed a memorandum of understanding for streetscaping on this project, which define the project responsibilities and require the County's project contract award.

D. Adequate funds for the contract costs are available from the TID 4 and 5.

E. To provide for additional services that may result from unforeseen conditions, the construction contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$2,500,000.

F. Staff has requested a contract from Harwood Engineering Consultants for construction administration to provide as-needed assistance with construction oversight in a not-to-exceed amount of \$24,000.

G. Harwood Engineering Consultants may exceed \$25,000 in total City contracts in fiscal year 2026 with this award.

H. The Public Works Committee at its meeting on March 10, 2026, approved staff's recommendation.

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

1. The TID #4 and #5 Public Improvements: Port Washington Road Streetscape Contract with Wil-Surge Electric, Inc., of Butler, Wisconsin, with a contingency for a total not-to-exceed cost of \$2,500,000 in the form attached hereto is approved, conditional of County award, and subject to any clerical, technical, and/or legal changes deemed necessary and

appropriate by the City Attorney or the County.

2. Harwood Engineering Consultants Ltd., of Milwaukee, Wisconsin, is approved for an amount not-to-exceed \$24,000 for construction administration relating to the aforementioned project, and the proper City officials are authorized to sign the appropriate contract documents subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk



**CITY OF MEQUON  
WISCONSIN**

**BIDS RECEIVED FOR: Mequon TID#4 and #5 Public Improvements  
Port Washington Streetscape: Mequon Road to West Zedler Lane  
BID OPENING DATE: February 24, 2026 TIME: 2:00 PM**

<u>BIDDER</u>	<u>BASE BID</u>	<u>ALTERNATE BID 1</u> (Stamped Asphalt Crosswalks)	<u>TOTAL OF BASE BID WITH ALTERNATE BID 1</u>	<u>ADDITIVE BID 1</u> (Landscape install in Mequon Rd Median)	<u>ADDITIVE BID 2</u> (Donges Bay Road Turn Lane)	<u>ADDITIVE BID 3</u> (1-year Landscape Maintenance)	<u>DEDUCTIVE BID 1</u> (Electrical Street Lighting)
<b>Zenith Tech</b>	\$2,873,740.23	\$174,000.00	\$3,047,740.23	\$6,537.50	\$230,613.36	\$12,500.00	\$1,912,527.00
<b>Vinton Construction</b>	\$2,568,240.23	\$183,000.00	\$2,751,240.23	\$10,637.50	\$185,000.00	\$20,000.00	\$1,436,430.00
<b>LaLonde Contractors</b>	\$2,525,193.39	\$195,360.00	\$2,720,553.39	\$6,537.50	\$192,165.32	\$12,500.00	\$1,565,341.34
<b>Property Solutions</b>	\$2,517,048.00	\$162,000.00	\$2,679,056.75	\$16,125.00	\$80,000.00	\$15,000.00	\$1,116,430.00
<b>Wil-Surge</b>	\$2,388,968.48	\$174,840.00	\$2,563,808.48	\$20,600.00	\$150,800.00	\$18,000.00	\$1,100,000.00

# City of Mequon, Wisconsin

## Tax Increment District #4

### Tax Increment Projection Worksheet

Type of District	Rehabilitation		Base Value	41,872,200
District Creation Date	February 21, 2012		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2012	Base Tax Rate	\$14.91
Max Life (Years)	27		Rate Adjustment Factor	
Expenditure Period/Termination	22	2/21/2034		
Revenue Periods/Final Year	26	2039		
Extension Eligibility/Years	Yes	6		
Eligible Recipient District	Yes			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
8 2019	2,662,700	2020		10,059,200	2021	\$15.50	155,696
9 2020	76,000	2021		10,135,200	2022	\$14.91	151,116
10 2021	4,568,300	2022		14,703,500	2023	\$13.57	199,504
11 2022	6,430,700	2023		21,134,200	2024	\$12.32	233,876
12 2023	6,557,500	2024	0	27,691,700	2025	\$12.60	348,797
13 2024	-4,908,200	2025	0	22,783,500	2026	\$12.60	286,975
14 2025	3,000,000	2026	0	25,783,500	2027	\$12.60	324,762
15 2026	0	2027	0	25,783,500	2028	\$12.60	324,762
16 2027	0	2028	0	25,783,500	2029	\$12.60	324,762
17 2028	0	2029	0	25,783,500	2030	\$12.60	324,762
18 2029	0	2030	0	25,783,500	2031	\$12.60	324,762
19 2030	0	2031	0	25,783,500	2032	\$12.60	324,762
20 2031	0	2032	0	25,783,500	2033	\$12.60	324,762
21 2032	0	2033	0	25,783,500	2034	\$12.60	324,762
22 2033	0	2034	0	25,783,500	2035	\$12.60	324,762
23 2034	0	2035	0	25,783,500	2036	\$12.60	324,762
24 2035	0	2036	0	25,783,500	2037	\$12.60	324,762
25 2036	0	2037	0	25,783,500	2038	\$12.60	324,762
26 2037	0	2038	0	25,783,500	2039	\$12.60	324,762
<b>Totals</b>						<b>Future Value of Increment</b>	<b>5,291,053</b>

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

# City of Mequon, Wisconsin

## Tax Increment District #4

### Cash Flow Projection

Year	Projected Revenues					Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Computer Aid	Personal Property	Total Revenues	Admin	Professional Services	Capital Expenses	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2023	199,504		6,091		205,595	150	1,750	5,324	7,224	198,371	<b>921,260</b>		2023
2024	233,876	0	6,091		239,967	150	57,926	736	58,812	181,155	1,102,415		2024
2025	348,797	2,756	6,091	37,188	394,832	150			150	394,682	1,497,097		2025
2026	286,975	3,743	6,091	37,188	333,996	150		1,262,000	1,262,150	(928,154)	568,943		2026
2027	324,762	1,422	6,091	37,188	369,463	150			150	369,313	938,256		2027
2028	324,762	2,346	6,091	37,188	370,386	150			150	370,236	1,308,493		2028
2029	324,762	3,271	6,091	37,188	371,312	150			150	371,162	1,679,654		2029
2030	324,762	4,199	6,091	37,188	372,240	150			150	372,090	2,051,744		2030
2031	324,762	5,129	6,091	37,188	373,170	150			150	373,020	2,424,764		2031
2032	324,762	6,062	6,091	37,188	374,103	150			150	373,953	2,798,717		2032
2033	324,762	6,997	6,091	37,188	375,037	150			150	374,887	3,173,604		2033
2034	324,762	7,934	6,091	37,188	375,975	150			150	375,825	3,549,429		2034
2035	324,762	8,874	6,091	37,188	376,914	150			150	376,764	3,926,193		2035
2036	324,762	9,815	6,091	37,188	377,856	150			150	377,706	4,303,900		2036
2037	324,762	10,760	6,091	37,188	378,800	150			150	378,650	4,682,550		2037
2038	324,762	11,706	6,091	37,188	379,747	150			150	379,597	5,062,147		2038
2039	324,762	12,655	6,091	37,188	380,696	150			150	380,546	5,442,693		2039
Total	5,291,053	97,670	103,547	557,820	6,050,090	2,550	59,676	1,268,060	1,330,286				Total

Notes:

Projected TID Closure

# City of Mequon, Wisconsin

## Tax Increment District #5

### Tax Increment Projection Worksheet

Type of District	Rehabilitation		Base Value	51,186,900
District Creation Date	February 21, 2012		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2012	Base Tax Rate	\$14.14
Max Life (Years)	27		Rate Adjustment Factor	
Expenditure Period/Termination	22	2/21/2034		
Revenue Periods/Final Year	26	2039		
Extension Eligibility/Years	Yes	6		
Eligible Recipient District	Yes			

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
8 2019	2,935,500	2020	0	13,442,300	2021	\$15.50	222,876
9 2020	1,065,000	2021	0	14,507,300	2022	\$15.41	223,586
10 2021	-618,000	2022	0	13,889,300	2023	\$14.14	196,413
11 2022	7,288,200	2023	0	21,177,500	2024	\$12.32	228,881
12 2023	5,132,700	2024	0	26,310,200	2025	\$12.60	331,396
13 2024	2,266,100	2025	0	28,576,300	2026	\$12.60	359,939
14 2025	5,000,000	2026	0	33,576,300	2027	\$12.60	422,918
15 2026	808,500	2027	0	34,384,800	2028	\$12.60	433,101
16 2027	0	2028	0	34,384,800	2029	\$12.60	433,101
17 2028	0	2029	0	34,384,800	2030	\$12.60	433,101
18 2029	0	2030	0	34,384,800	2031	\$12.60	433,101
19 2030	0	2031	0	34,384,800	2032	\$12.60	433,101
20 2031	0	2032	0	34,384,800	2033	\$12.60	433,101
21 2032	0	2033	0	34,384,800	2034	\$12.60	433,101
22 2033	0	2034	0	34,384,800	2035	\$12.60	433,101
23 2034	0	2035	0	34,384,800	2036	\$12.60	433,101
24 2035	0	2036	0	34,384,800	2037	\$12.60	433,101
25 2036	0	2037	0	34,384,800	2038	\$12.60	433,101
26 2037	0	2038	0	34,384,800	2039	\$12.60	433,101
<b>Totals</b>					<b>Future Value of Increment</b>		<b>6,736,761</b>

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

# City of Mequon, Wisconsin

## Tax Increment District #5

### Cash Flow Projection

Year	Projected Revenues					Expenditures						Balances		Year	
	Tax Increments	Interest Earnings/ (Cost)	Personal Property	Computer Aid	Total Revenues	Concord Development 39	Concord Development 40	Life Storage Incentive	Capital Expenditures & Prof. Services	Refresh Aesthetic Center	Admin.	Total Expenditures	Annual		Cumulative
2023	196,413			44,375	240,788	28,400	29,939		7,074		150	65,563	175,225	1,079,228	2023
2024	228,881			44,375	273,256	28,400		77,969	57,926		150	164,445	108,811	1,188,039	2024
2025	331,396	2,970	54,737	44,375	433,477	28,400		77,969			150	106,519	326,958	1,514,997	2025
2026	359,939	3,787	54,737	44,375	462,838			77,969	1,262,000	62,192	150	1,402,311	(939,473)	575,525	2026
2027	422,918	1,439	54,737	44,375	523,468			77,969		62,192	150	140,311	383,157	958,682	2027
2028	433,101	2,397	54,737	44,375	534,609			77,969		62,192	150	140,311	394,298	1,352,980	2028
2029	433,101	3,382	54,737	44,375	535,595			30,155		62,192	150	92,497	443,098	1,796,078	2029
2030	433,101	4,490	54,737	44,375	536,703					62,192	150	62,342	474,361	2,270,439	2030
2031	433,101	5,676	54,737	44,375	537,889					62,192	150	62,342	475,547	2,745,986	2031
2032	433,101	6,865	54,737	44,375	539,078					62,192	150	62,342	476,736	3,222,722	2032
2033	433,101	8,057	54,737	44,375	540,270					62,192	150	62,342	477,928	3,700,649	2033
2034	433,101	9,252	54,737	44,375	541,464					62,192	150	62,342	479,122	4,179,772	2034
2035	433,101	10,449	54,737	44,375	542,662					62,192	150	62,342	480,320	4,660,092	2035
2036	433,101	11,650	54,737	44,375	543,863					62,192	150	62,342	481,521	5,141,613	2036
2037	433,101	12,854	54,737	44,375	545,067					62,192	150	62,342	482,725	5,624,338	2037
2038	433,101	14,061	54,737	44,375	546,274					62,192	150	62,342	483,932	6,108,270	2038
2039	433,101	15,271	54,737	44,375	547,483						150	150	547,333	6,655,603	2039
<b>Total</b>	<b>6,736,761</b>	<b>112,600</b>	<b>821,048</b>	<b>355,000</b>	<b>8,424,785</b>	<b>143,515</b>	<b>91,625</b>	<b>420,000</b>	<b>1,327,000</b>	<b>808,496</b>	<b>2,550</b>	<b>2,673,185</b>			<b>Total</b>

Notes:

Projections for computer aid + personal property won't change.

Projected TID Closure



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Engineering**

**TO: Common Council**  
**FROM: Cole McCraw, Assistant City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4274 - A Resolution Approving Award of the Lake Shore Drive Reconstruction Phase One Contract to Payne and Dolan, Inc. of Jackson, Wisconsin, in the Amount of \$970,000, Along with Additional Authorized Project Expenses for a Total Estimated Cost of \$1,097,000**

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### **Background**

Each year, the Engineering Division rates the surface condition of the community's roads, generally in fall. These ratings are evaluated over the winter to determine which roads will be recommended for inclusion in the next year's road program, as well as which roads should be placed on the City's 5-year plan for repaving.

A road reconstruction project has been anticipated for the Lake Shore Drive (Zedler to Mequon Road) and Mequon Road (I-43 to Lake Shore Drive) project area due to pavement conditions, which is anticipated to be completed in two phases. The project area consists of approximately 2.25 miles. The Bikeway Master Plan recommended improvements to this area to better accommodate bicycles and pedestrians. In November 2025, the Committee of the Whole elected to proceed with the addition of 4-foot paved shoulders along the project length. Since November, the City's consultant and City staff have completed the construction plans and bidding documents.

This project bid Phase One of a two-phase project. Please see the location map shown on the [City's project webpage](#) for a phasing overview of this project: <https://www.cityofmequonwi.gov/publicworks/page/lake-shore-dr-mequon-rd-future-road-projects>.

### **Analysis**

The City received three bids for the Lake Shore Drive and Mequon Road Reconstruction Project Phase One contract with a low base bid of \$881,216.79 submitted by Payne & Dolan, Inc. of Jackson.

Based on the available funds and favorable prices received for the contract, staff is recommending award of the base bid.

Payne & Dolan’s bid total is \$881,216.79, which is lower than the next lowest bidder's base bid total. Payne & Dolan has performed acceptable work of this type for the City in the past. R.A. Smith, the City's design consultant on this project, provided a letter recommending the award to Payne & Dolan, which is attached to this item.

The low bid is approximately 37% less than the engineering estimate; however, additional items were included in the estimate that will now be completed by Mequon Highway staff, such as tree and brush clearing and installation of culvert pipes. Due to the City performing this work, the City will directly purchase materials. Approvals for those purchases are included in the resolution. A summary of vendors, materials used, and approximate costs for this work is below:

- Western Culvert and Supply, Inc.—culvert pipes and related hardware—\$20,000
- County Materials Corporation—concrete culverts, endwalls, and related hardware—\$50,000
- Lange Enterprises—signs and related hardware—\$5,000
- Bliffert Lumber—signposts—\$2,000
- Lannon Stone Products—stone and gravel—\$20,000

Additionally, due to current staffing vacancies and multiple construction projects scheduled this season, staff is recommending a construction administration contract with the design engineer, R.A. Smith, on an hourly basis not-to-exceed \$30,000 for assistance with construction oversight when City staff is unavailable or occupied with other construction projects occurring this summer.

City staff intends to bid additional road maintenance contracts, including crack seal and GSB-88 surface sealing, for award in April.

Residents will be invited to a public information meeting prior to construction. Work on this contract can start in mid-June after the contract is fully executed, and the project has a substantial completion date of August 28, 2026, with a final completion date of October 2, 2026. The bid tabulation is attached.

**Fiscal Impact**

On December 10, 2024, the Common Council approved a \$5.25 million general obligation promissory note for a 3-year borrowing for the Annual Road and Parking Lot Program between 2025 and 2027. This is the second year of the aforementioned three-year program funded by long-term bonding. The current balance of the Right-of-Way Assets capital account is approximately \$4.6 million.

The right-of-way asset fund has been allocated to the following recent projects and efforts with approximate costs shown below:

- Brush site improvements - \$1,014,191
- County Line Road Reconstruction (City Responsibility per MOU with Brown Deer):

\$443,000

- Lake Shore Drive/Mequon Road design: \$132,000
- Mequon Road Sidewalk from Wauwatosa Road to Swan Road: \$266,000

It is anticipated that the following projects and efforts will be completed this year with estimated costs shown below:

- Crack seal project: \$220,000
- GSB-88 project: \$150,000
- Various sidewalk repairs: \$20,000
- Various catch basin and storm sewer repairs: \$50,000

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$970,000 on the construction contract, which includes a contingency of approximately 10% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions. Some streets can require extensive base repair that becomes evident once work begins, which is paid at a unit cost.

The additional material and construction administration costs total to approximately \$127,000. The projected cost of the full project effort including the construction contract, City-purchased materials, and construction administration, is \$1,097,000.

### **Recommendation**

Recommendation Forthcoming by Public Works Committee, March 10, 2026.

Attachments:

raSmith Recommendation Letter, BidSummary\_Lake Shore-Mequon Rd Recon

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4274

**RESOLUTION 4274** - A Resolution Approving Award of the Lake Shore Drive Reconstruction Phase One Contract to Payne and Dolan, Inc. of Jackson, Wisconsin, in the Amount of \$970,000, Along with Additional Authorized Project Expenses for a Total Estimated Cost of \$1,097,000

**RECITALS**

A. The City of Mequon Engineering Division has advertised and received bids for the Lake Shore Drive and Mequon Road Reconstruction Project Phase 1 contract.

B. Staff has reviewed the various bids and contractor qualifications for the contracts and has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis, has made a recommendation to the Public Works Committee.

C. Adequate funds for the contract costs are available from the Capital Project Account - 410780-469001-10001 (Right-of-Way Assets).

D. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the construction contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$970,000.

E. Staff will purchase materials from various vendors for work related to the project that will be completed using City labor in the total amount of \$97,000.

F. Staff has requested a contract from R.A. Smith, Inc. for construction administration to provide as-needed assistance with construction oversight in a not-to-exceed cost of \$30,000.

G. The Committee on Public Works at its meeting on March 10, 2026, approved staff's recommendation.

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

1. The Lake Shore Drive Reconstruction Project Phase 1 Contract with Payne & Dolan of Jackson, Wisconsin, with a total not-to-exceed cost of \$970,000 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. Staff is authorized for additional purchases with Western Culvert and Supply, Inc., County Materials Corporation, Lange Enterprises, Bliffert Lumber, and Lannon Stone Products, which may result in purchases with vendors exceeding \$25,000 during the 2026 fiscal year.

3. R.A. Smith, Inc. of Appleton, Wisconsin, is approved for an amount not-to-exceed \$30,000 for construction administration relating to the aforementioned project, and the proper

City officials are authorized to sign the appropriate contract documents subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

February 25, 2026

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

Re: Lake Shore Drive and Mequon Road Reconstruction Project

Dear Mr. McCraw:

Electronically submitted bids were opened at 10:00 a.m. on Tuesday, February 24, 2026, via the secure online Quest vBid site for the above-referenced project. Three (3) bids were received as follows:

<u>Bidder/Contractor</u>	<u>Bid Amount</u>
1. Payne & Dolan, Inc.	\$881,216.79
2. Buteyn-Peterson	\$972,703.58
3. Vinton Construction Co	\$999,901.79

We recommend award of a contract to Payne & Dolan, Inc., in the amount of \$881,216.79. A copy of the bid summary is enclosed for your reference.

If you have any questions, please feel free to contact me at (920) 843-5737.

Sincerely,  
raSmith



Brad Hartjes, P.E.  
Senior Project Manager

Enclosure

## Lake Shore Drive and Mequon Road Reconstruction Project: Phase 1 (#10040952)

Owner: City of Mequon

raSmith Project Number: 2255363

Bid Opening: 02/24/2026 10:00 AM CST

Item No.	Item Description	UoM	Quantity	Payne & Dolan, Inc.		Buteyn-Peterson Construction Co		Vinton Construction Co	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Base Bid</b>									
1	Mobilization	LS	1	\$19,250.00	\$19,250.00	\$37,000.00	\$37,000.00	\$62,000.00	\$62,000.00
2	Section Corner Monument	EA	2	\$1.00	\$2.00	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00
3	Traffic Control	LS	1	\$6,840.00	\$6,840.00	\$14,997.32	\$14,997.32	\$10,000.00	\$10,000.00
4	Silt Fence	LF	950	\$1.90	\$1,805.00	\$1.94	\$1,843.00	\$1.90	\$1,805.00
5	Inlet Protection (Type B)	EA	2	\$50.00	\$100.00	\$82.50	\$165.00	\$50.00	\$100.00
6	Ditch Checks	EA	89	\$50.00	\$4,450.00	\$72.73	\$6,472.97	\$50.00	\$4,450.00
7	Erosion Mat, Class I - Type B	SY	3700	\$1.00	\$3,700.00	\$1.57	\$5,809.00	\$1.00	\$3,700.00
8	Erosion Mat, Urban, Class III - Type D (Turf Reinforcing Mat)	SY	200	\$24.15	\$4,830.00	\$20.87	\$4,174.00	\$24.15	\$4,830.00
9	Concrete Washout	EA	1	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
10	Type HR Geotextile Fabric	SY	20	\$5.00	\$100.00	\$15.00	\$300.00	\$10.00	\$200.00
11	Riprap, Medium	CY	10	\$120.00	\$1,200.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
12	4-Inch Topsoil, Seeding, Fertilizing, & Mulch	SY	14000	\$5.44	\$76,160.00	\$7.68	\$107,520.00	\$6.34	\$88,760.00
13	Sawcut Asphalt & Concrete Pavement (Full Depth)	LF	725	\$1.95	\$1,413.75	\$1.95	\$1,413.75	\$3.50	\$2,537.50
14	Full Depth Asphalt Pavement Removal	SY	15	\$6.00	\$90.00	\$30.00	\$450.00	\$20.00	\$300.00
15	Asphalt & Concrete Driveway Removal	SY	400	\$6.00	\$2,400.00	\$8.00	\$3,200.00	\$11.00	\$4,400.00
16	Pulverize Existing Asphalt Roadway	SY	19500	\$1.85	\$36,075.00	\$2.48	\$48,360.00	\$1.85	\$36,075.00
17	Concrete Curb & Gutter Removal	LF	150	\$3.00	\$450.00	\$8.00	\$1,200.00	\$12.10	\$1,815.00
18	Common Excavation	CY	3600	\$21.70	\$78,120.00	\$32.83	\$118,188.00	\$41.20	\$148,320.00
19	Excavation Below Subgrade, As Ordered (Undistributed)	CY	400	\$65.25	\$26,100.00	\$33.03	\$13,212.00	\$43.63	\$17,452.00
20	Subgrade Reinforcement, As Ordered (Undistributed)	SY	6550	\$4.50	\$29,475.00	\$2.00	\$13,100.00	\$3.00	\$19,650.00
21	Crushed Aggregate Base, 3/4-Inch, Shouldering & Gravel Driveways	TON	350	\$28.50	\$9,975.00	\$42.25	\$14,787.50	\$46.00	\$16,100.00
22	Crushed Aggregate Base, 1 1/4-Inch	TON	1400	\$24.70	\$34,580.00	\$0.02	\$28.00	\$22.50	\$31,500.00
23	Crushed Aggregate Base, 3-Inch	TON	1500	\$24.70	\$37,050.00	\$28.00	\$42,000.00	\$30.40	\$45,600.00
24	Asphalt Pavement, Binder Layer, 3 LT 58-28S (2 1/2-Inch)	TON	3150	\$58.55	\$184,432.50	\$73.05	\$230,107.50	\$58.55	\$184,432.50
25	Asphalt Pavement, Surface Layer, 5 LT 58-28S (1 1/2-Inch)	TON	1900	\$73.55	\$139,745.00	\$76.45	\$145,255.00	\$73.55	\$139,745.00
26	Asphalt Driveway (3-Inch)	TON	50	\$279.75	\$13,987.50	\$76.45	\$3,822.50	\$279.75	\$13,987.50
27	Concrete Driveway (6-Inch) (Undistributed)	SF	1	\$18.00	\$18.00	\$2,500.00	\$2,500.00	\$50.00	\$50.00
28	Concrete Curb & Gutter, 30-Inch Mountable	LF	425	\$42.12	\$17,901.00	\$45.20	\$19,210.00	\$40.90	\$17,382.50
29	Pavement Marking, Epoxy, Yellow, 6-Inch	LF	10500	\$0.66	\$6,930.00	\$0.78	\$8,190.00	\$0.78	\$8,190.00
30	Pavement Marking, Epoxy, White, 6-Inch	LF	11000	\$0.66	\$7,260.00	\$0.78	\$8,580.00	\$0.78	\$8,580.00
31	Furnish & Install Midwest Guardrail System (MGS) Guardrail	LF	125	\$25.00	\$3,125.00	\$45.00	\$5,625.00	\$25.00	\$3,125.00
32	Furnish & Install Midwest Guardrail System (MGS) Short Radius Beam Guard	LF	90	\$35.00	\$3,150.00	\$50.00	\$4,500.00	\$35.00	\$3,150.00
33	Furnish & Install Midwest Guardrail System (MGS) Energy Absorbing Terminal	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
34	Storm Sewer, 15-Inch, HDPE	LF	18	\$74.00	\$1,332.00	\$125.00	\$2,250.00	\$94.72	\$1,704.96
35	Connect to Existing Storm Sewer	EA	2	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$925.00	\$1,850.00
36	Remove Inlet	EA	2	\$300.00	\$600.00	\$400.00	\$800.00	\$795.00	\$1,590.00

Item No.	Item Description	UofM	Quantity	Payne & Dolan, Inc.		Buteyn-Peterson Construction Co		Vinton Construction Co	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
37	Remove Existing Culvert Pipes	LS	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
38	Catch Basin, 2-Foot Diameter	EA	2	\$4,080.00	\$8,160.00	\$3,300.00	\$6,600.00	\$3,616.79	\$7,233.58
39	Permanent Ditch Check	EA	4	\$1,020.00	\$4,080.00	\$2,000.00	\$8,000.00	\$950.00	\$3,800.00
40	Bioswale	LF	748	\$85.25	\$63,767.00	\$58.48	\$43,743.04	\$80.00	\$59,840.00
41	Bioswale Outfall	EA	2	\$988.00	\$1,976.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00
42	Adjust Valves	EA	16	\$200.00	\$3,200.00	\$300.00	\$4,800.00	\$380.50	\$6,088.00
43	Adjust Curb Stop	EA	1	\$200.00	\$200.00	\$350.00	\$350.00	\$258.25	\$258.25
44	Adjust Sanitary Manhole	EA	16	\$2,186.69	\$34,987.04	\$1,450.00	\$23,200.00	\$1,300.00	\$20,800.00
45	Reconstruct Existing Sanitary Manhole, as Ordered (Undistributed)	EA	1	\$4,000.00	\$4,000.00	\$2,850.00	\$2,850.00	\$2,000.00	\$2,000.00
<b>Base Bid Total:</b>					<b>\$881,216.79</b>		<b>\$972,703.58</b>		<b>\$999,901.79</b>



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

**Buildings and Grounds**

**TO: Common Council**  
**FROM: Justin Bodoh, Building and Grounds Superintendent**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4275 - A Resolution Awarding a Three-Year Landscape Maintenance Contract for Road Medians and Other Public Properties to SMB Landscape Contractors, LLC of Thiensville, Wisconsin in the Estimated Amount of \$120,186**

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### **Background**

The City of Mequon contracts with a qualified landscape firm to perform median, boulevard, terrace, and landscape bed maintenance throughout various public spaces in the City. While the Department of Public Works provides routine mowing services, it does not have the staffing capacity or specialized resources necessary to complete mulching, invasive plant and weed control, seasonal bed maintenance, and higher-level landscaping services that a professional landscape contractor can provide.

The maintenance contract includes services for the following locations: Mequon Road medians (Wauwatosa Road to Port Washington Road – Non-Town Center), Mequon Road medians and terrace (Town Center), Cedarburg Road medians located east of City Hall, City Hall public parking lot located west of City Hall, Mequon and Cedarburg Road Gateway feature, Mequon Business Park medians and entrance areas, including Eastwood Court, Industrial Drive, Baehr Road, and Executive Drive. These areas require consistent and specialized maintenance to preserve the City’s visual character, ensure plant health, and maintain safe and attractive public spaces. Mequon Road is separated into two distinct sections, recognizing the additional level of service required within the Town Center to maintain design standards established for the area.

### **Analysis**

The contract varies by location but generally includes the following maintenance activities:

- All trees and shrubs shall be pruned or trimmed for proper shape, with all unwanted growth and deadwood removed.
- All planting beds and cement islands shall have debris removed, be weeded, and have herbicide applied as necessary on a biweekly basis. Service dates shall run from April 15 through November 15, totaling sixteen (16) visits per season.
- Replacement of dead plant material shall occur once annually, prior to mulch installation, based on an allowance not to exceed \$5,000.

- Watering of replaced plant material shall be provided as needed, not to exceed \$4,000 at a rate of \$100 per hour.
- Bed edging shall be completed once annually prior to mulch installation (Mequon Road locations only).
- All tree rings and planting beds shall be top-dressed with approximately one (1) inch of mulch.
- At the conclusion of the growing season (approximately November 15–20), shrubs shall be pruned back, perennials cut down, leaves removed, and all other annual vegetation cleared.

Four proposers provided quotes for the work. Following review of the submitted proposals, SMB Landscaping and Northern Exposure Landscaping were determined to be tied for the lowest responsible bid.

Northern Exposure is the City’s current contractor for this service area. While past performance has generally met basic contract requirements, there were notable concerns in prior years regarding contract execution. These issues required additional staff follow-up to ensure completion of contracted work.

SMB Landscaping currently holds the City’s field maintenance contracts and has consistently demonstrated a high level of performance. Their work has been thorough, proactive, and responsive. Staff and primary user groups have noted that SMB routinely goes above and beyond contract requirements, maintains strong communication, and addresses issues promptly without the need for repeated follow-up.

Given that both firms are tied as the lowest bidder, past performance, reliability, quality of work, and communication become significant factors in determining the lowest responsible bidder in the best interest of the City. Based on demonstrated performance and overall service quality, SMB Landscaping has established a strong record of dependability and professionalism in fulfilling City contracts.

Although SMB Landscaping and Northern Exposure submitted tied bids as the lowest responsible bidders, SMB Landscaping includes a contract increase in subsequent years for anticipated increases in cost of labor, equipment and material. Past performance and overall service delivery were significant factors in the evaluation process. SMB Landscaping has consistently demonstrated exceptional performance under its current field maintenance contracts with the City. Their work is thorough, proactive, and consistently exceeds expectations. Communication has been timely and professional, and issues are addressed promptly without the need for repeated follow-up.

Given SMB Landscaping’s proven track record of reliability, quality workmanship, and strong coordination with City staff and user groups, staff recommends awarding the contract to SMB Landscaping as the lowest responsible bidder in the best interest of the City.

**Fiscal Impact**

Approval of this resolution will authorize the award of the 2026 median maintenance contract to

SMB Landscaping in the total amount of \$30,000, consistent with the submitted quote. Funding for this contract is included in the approved 2026 Operating Budget within the Department of Public Works contracted services account.

The contract amount reflects competitive pricing and aligns with current service levels. Awarding the contract ensures continued high-quality maintenance of City medians while maintaining budgetary compliance.

The contract includes a 3.5% annual increase for 2027 and 2028, if extended. Based on the 2026 base amount of \$30,000, projected costs would be:

- 2027: \$31,050
- 2028: \$32,136

These projected increases allow the City to account for inflationary pressures while maintaining service continuity and cost predictability over the three-year term.

**Recommendation**

Recommendation forthcoming from the Public Works Committee, March 20, 2026.

Attachments:  
2026 Median Maintenance Breakdown

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4275

**RESOLUTION 4275** - A Resolution Awarding a Three-Year Landscape Maintenance Contract for Road Medians and Other Public Properties to SMB Landscape Contractors, LLC of Thiensville, Wisconsin in the Estimated Amount of \$120,186

**RECITALS**

A. The City contracts for median maintenance on Cedarburg Road, Mequon Road, within the Mequon Business Park, City Hall Parking Lot, and the Gateway Feature at Cedarburg Road and Mequon Road.

B. City staff issued a Request-for-Proposals which resulted in receipt of proposals from four qualified contractors.

C. Staff recommends awarding the three-year maintenance contract to SMB Landscaping based on demonstrated performance history, responsiveness, and overall best value to the City.

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

1. The Contract for Median Maintenance is hereby awarded to SMB Landscape in the amount of \$30,000 per year for median maintenance, with allowances not to exceed \$5,000 for plant replacement and \$4,000 for watering, 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: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

<i>Options</i>	<i>Northern Exposure</i>	<i>SMB Landscape</i>	<i>Winter Services</i>	<i>La Rosa Landscape Co.</i>	<i>Natures Edge Landscaping</i>
<b>Mequon Road Medians (Non-Town Center)</b>	\$11,260.00	\$8,030.00	\$36,370.00	\$30,000.00	\$10,730.00
<b>Mequon Road Medians and Terrace (Town Center)</b>	\$5,000.00	\$6,035.00	\$8,500.00	\$25,000.00	\$15,330.00
<b>Cedarburg Road</b>	\$2,340.00	\$3,300.00	\$5,465.00	\$18,000.00	\$11,150.00
<b>Mequon Business Park</b>	\$6,780.00	\$6,035.00	\$13,435.00	\$13,000.00	\$10,120.00
<b>City Hall Parking Lot</b>	\$2,760.00	\$3,300.00	\$3,810.00	\$13,000.00	\$8,550.00
<b>Gateway Feature</b>	\$1,860.00	\$3,300.00	\$3,680.00	\$10,000.00	\$3,760.00
<b>Plant Allowance</b>	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Water Service Per Hour</b>	\$100.00/HR	\$100.00/HR	\$100.00/HR	Included	\$90/Hr
<b>TOTAL</b>	\$30,000.00	\$30,000.00	\$71,260.00	\$109,000.00	\$59,640.00
	*Stays same 26-28	2027 - \$31,050 2028-\$32,136			



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**Public Works**

**TO: Common Council**  
**FROM: Timothy Weyker, Deputy Director Public Works**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4276 - A Resolution Approving the Purchase and Installation of a Universal Snowplow & Wing Package, Salt Spreader, Truck V-Box, and Wedge Brine Tanks with High Capacity Brine Anti-Icing System from Universal Truck Equipment, Galesville, Wisconsin, for \$188,529, and Additional Components Not-to-Exceed \$5,000, for a Total Cost of \$193,529**

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### **Background**

The Department of Public Works (DPW) Equipment Replacement Program provides for the purchase and replacement of vehicles and equipment for the Department. The Sewer and Water Utilities have separate budgets that support the replacement of their respective equipment. The replacement program provides funding for smaller items such as lawn mowers and chainsaws as well as larger vehicles such as plow trucks, loaders, and excavators.

In December 2024, the Common Council approved the purchase of a 2026 International HV607 SBA plow truck chassis for \$127,863 to replace a 2004 plow truck (unit 320). The approval was for the truck chassis only, as snowplow & wing manufacturers and truck box suppliers will not take orders to outfit a new truck until it is procured by the municipality.

The City took delivery of the new International chassis in the Fall of 2025.

### **Analysis**

In recent years, Mequon DPW (like many other agencies) has expanded the use of salt brine to better manage snow removal operations, and to reduce overall salt usage. Salt brine is a saltwater solution containing 23% salt. The two methods of salt brine usage are pre-wetting, and anti-icing.

- Pre-wetting is the ability to spray salt brine on the crystalline rock salt as it's being spread on roads during plowing operations. Pre-wetting helps activate the salt and prevents the rock salt from bouncing off the pavement as it's being spread, or from traffic, thereby reducing the amount of salt that must be spread on the roads. DPW has pre-wetting capabilities on about half of the current snowplow fleet.
- Anti-icing is the application of salt brine to the pavement prior to a storm which prevents

hard pack snow from accumulating and allows for additional response time for the snowplow crews. Currently in Mequon, anti-icing is performed on main roads, dangerous curves, and bridges. With some smaller equipment, crews have also been anti-icing City parking lots and sidewalks successfully. Anti-icing has proven to also reduce overall salt usage. The outfitting of this chassis will add another anti-icing unit to the fleet and be able to expand anti-icing to more neighborhood streets. The setup on this truck chassis will combine the capabilities of anti-icing, pre-wetting and traditional salt spreading.

DPW utilizes the same Universal snowplow & wing package on all plow trucks, which makes replacement parts interchangeable. DPW is satisfied with the Universal snowplow & wing package, which are sole sourced from Universal. The quote for this purchase utilizes pricing from Minnesota Department of Transportation (MnDOT) State Equipment Purchasing Contract S-863(5), meeting the City's procurement policy.

For the complete purchase and installation, Universal Truck Equipment came in at \$188,529 (quote attached).

Additional necessary components such as a grease system and the plow cutting edges would also be purchased for a price not-to-exceed \$5,000.

#### **Fiscal Impact**

There are adequate funds available in the Department of Public Works Equipment Replacement Account #410787-725012-10359 for this purchase. When this snowplow truck goes into service, the former 2004 Unit 320 will be sold via Wisconsin Surplus Auction, with proceeds being deposited back into the equipment replacement account.

#### **Recommendation**

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

Attachments:

2026 Plow Truck Equipment Quote - Universal Truck

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4276

**RESOLUTION 4276** - A Resolution Approving the Purchase and Installation of a Universal Snowplow & Wing Package, Salt Spreader, Truck V-Box, and Wedge Brine Tanks with High Capacity Brine Anti-Icing System from Universal Truck Equipment, Galesville, Wisconsin, for \$188,529, and Additional Components Not-to-Exceed \$5,000, for a Total Cost of \$193,529

**RECITALS**

A. The City of Mequon Department of Public Works Equipment Replacement Program includes replacing a 2004 plow truck (Unit #320).

B. The Replacement 2026 plow truck chassis was approved for purchase in December 2024 and has been delivered to the City.

C. The Department of Public Works' Fleet Division has procured a written quote for outfitting the plow truck chassis with a Universal Snowplow & Wing Package, a Salt Spreader, a Henderson Truck V-Box, and Wedge Brine Tanks with a High-Capacity Brine Anti-Icing System. Additional truck components such as a grease system & snowplow cutting edges will also be purchased.

D. Staff has reviewed the quote with the vendor to ensure the equipment meets the City's requirements.

E. Staff recommends approval of the quote of Universal Truck Equipment of Galesville, Wisconsin in the amount of \$188,529 for the purchase and installation of the Universal Snowplow & Wing Package, a Salt Spreader, a Henderson Truck V-Box, and Wedge Brine Tanks with a High-Capacity Brine Anti-Icing System.

F. Staff also recommends purchase of additional components consisting of a grease system and snowplow cutting edges for a price not-to-exceed \$5,000.

G. Adequate funds are available for the above purchases in the Department of Public Works equipment replacement fund, account # 410787-725012-10359.

H. The Public Works Committee, at its meeting on March 10, 2026, approved staff's recommendations.

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

1. The Agreement for the purchase and installation of a Universal Snowplow & Wing

Package, a Salt Spreader, a Henderson Truck V-Box, and Wedge Brine Tanks with a High-Capacity Brine Anti-Icing System is approved and awarded to Universal Truck Equipment, of Galesville, Wisconsin for \$188,529 subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The purchase of additional components not-to-exceed \$5,000 for the previously purchased 2026 International truck chassis is approved.

3. Staff are authorized and directed to execute and deliver the same.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

UNIVERSAL TRUCK EQUIPMENT INC.  
N15921 SCHUBERT RD  
GALESVILLE, WI. 54630  
608-539-4600 ORDERS  
Date: 2-27-2026

For: City of Mequon  
Att: T.J. Burke  
Quoted by: Jordan Manka

### 1) Henderson FSH-III 11' Vee Box Salt & Sand Spreader (96" CA)

- \* 201 stainless steel construction
- \* 11ft. body length with 1ft. extended conveyor to accommodate TGS and spray bars
- \* 50" side height, 5.6 cubic yard capacity (struck)
- \* Dual 7" Diameter Augers
- \* 3.6 Planetary gearcase with feedback sensor
- \* Henderson Catwalk w/ Truck frame mount kit to act as fenders (tanks mounted over fenders)
- \* 6" Tailgate Sander with 6" flighting mounted off the FSH – Full left hand discharge
- \* 18" Stainless Steel spinner disk – LH
- \* Henderson Factory 4 corner lift point on ends
- \* Henderson 58" – 62" SS bolt on cabshield – factory installed
- \* Standard duty top screens – black painted mild steel
- \* Back-up alarm - 102db / One set of shovel hooks, DS
- \* Minimizer 2260 single axle poly fenders w/ Stainless Steel brackets – Mounted to the longills
- \* One set of rear quick detach rear mudflaps
- \* Custom Stainless Steel fold down ladder installed in customer approved location
- \* 18"x18"x30" stainless steel toolbox mounted to side of frame where room permits
- \* Three hole stainless steel light boxes for rear lights bolted to each side of spreader
- \* LED S/T/T lights, LED warning lights & LED reverse lights mounted in 3 hole S/S rear light boxes
- \* Two (2) rear mounted tow hooks / Remount factory back-up camera (top area of hitch plate with a guard)
- \* One (1) stainless steel shovel hooks. (location to be determined)
- \* All hydraulic connections shall be JIC fittings
- \* All electrical wiring connections will run to a sealed junction box
- \* Unpainted Stainless Steel V-box / frame painted black
- \* Mounted and fully operational.
- \* One year warranty

### 1) Hydraulic Closed Loop prewet & direct app. liquid system: (two 200 gal. tanks...400 gal. total)

- \* Varitech Industries – Slurry Power Unit
- \* Heavy duty 304 stainless steel enclosure
- \* Cast iron drives centrifugal pump offers 0.5 to 60 GPM with 7 GPM hydraulic flow
- \* Turbine style flowmeter with power and signal LEDs
- \* Two (2) 200 gallon prewet tanks (one on each side of the spreader) with stainless steel mounting brackets
- \* Dual tank plumbing includes suction & fill kits & nozzle kit
- \* Two lane valves allow prewet and direct app to be allied separately or simultaneously
- \* Three discharge nozzles spray granular material as it falls to spinner
- \* Poly shut off valves ~ 2" Banjo Couplings for the fill ~ Replaceable in-line screen strainer
- \* Single Lane Stainless Steel rear spray bar assy. with 10-nozzles (20" from bottom of Spray bar to ground)
- \* Installed – Controlled by SSC6100 spreader control
- \* One year warranty

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### 1) Hydraulic system:

- \* Force America TXV92 pump (5.6 cu. in.) & 12VDC Wet spline Allison 871XL PTO – switch in the cab
- \* Force America **Nine (9)** spool Add-A-Fold with [Stainless Steel](#) valve body enclosure mounted on frame
- \* Valve body to run D/A Plow lift w/ float, D/A Plow reversing, D/A Wing toe & heel, D/A Pushbeam, Auger, Spinner, & Prewet/Direct App
- \* Force America Electric/Hydraulic controls **MPJC-6100-3-ULTRA / 3-Stick Controller - Gen-5**
- \* **10” diagonal color TFT LCD low profile widescreen w/800 x 480 pixel resolution**
- \* **Force America 10 Switch Box assembly** mounted to the side of the arm rest
- \* 30-gallon [Stainless Steel](#) hydraulic oil tank with in-tank type filter assy., sight & temperature gauges
- \* Low oil & temp sending units / Filter by-pass / Plow cushion valve installed on front bumper
- \* Proximity switch hoist limiter / Precise ARC wireless sensor ran to the 6100
- \* Prewet, AI, and Auger feedback sensor with guard, installed on idler shaft of spreader w/ guard
- \* **C11020-22** - Crossover relief valve for Pushbeam / **C10488** – Cylinder lock manifold for Pushbeam
- \* Hydraulic oil as needed / Hoses & couplers as needed (dust caps & plugs for all couplers)
- \* **S/S** hydraulic lines run to **Front & Back** w/ short whip hoses for all stainless steel lines
- \* Mounted & fully operational / One year warranty

### 1) Universal UTA-12-43SL HDP RTE power reversible snow plow:

- \* 12ft. plow length
- \* 47in. plow height (measured as trip edge plow with 6” cutting blade)
- \* 10ga. moldboard thickness
- \* **Universal Snap Link hitch, plow portion, installed (same hitch as past plows)**
- \* **Heavy Duty push frame** constructed with 3/8” x 4” x 4” square tubing, **ten ½” ribs**, fully welded, **six main hinge points** with the furthest hinge point extending about 13” from the end of the plow
- \* **HD A-Frame Assy. for UTA Loader Plows ilo std. (includes lower brace assy. & greaseable pin)**
- \* Two heavy duty 4” x 19” power reversing cylinders with 2” **Nitrited rods**
- \* Cylinders are mounted above the push frame
- \* **Plow is fully welded**
- \* **Heavy duty trip cutting edge with six (6) heavy duty torsion type trip edge springs**
- \* **Note: RTE=For repair purposes the trip edge springs can be replaced individually**
- \* **Heavy Duty lower trip edge angle is ¾” x 4” x 4”** - standard AASHO punch (pre-drilled for carbides)
- \* **“Delete” std. cutting edge blade (City will supply & install)**
- \* **Rubber snow flap, 3 ply, ½” thick x 12” wide x 12’ long with [Stainless Steel](#) hold down strap**
- \* **Plow end markers, 27” red cable type**
- \* **Pin adjustable parking stand (older style)**
- \* **Two (2) UTE Frog Savers, one installed on each end of the plow**
- \* Standard hose kit with couplers
- \* **DXV cushion valve**, installed on the front bumper
- \* Primed & Painted Std. Orange
- \* One year warranty

### 1) Universal Snap Link Truck Hitch

- \* Std. Extendible Lift Arm
- \* 3½” x 10” double acting lift cylinder with Nitrited Rod (Includes Power Float)
- \* ½” x 4” x 8” x 90” heavy duty bumper, full length
- \* Hitch is bolted to the bumper with std. 5/8” bolts & nuts
- \* Hitch style is such that the hood can be opened

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## 1) Universal AHW/UTF 9' RTE Front Mount Wing:

### \* **Std. Uni-Tilt Post Assy.**

- \* **9ft. moldboard length**
- \* **30in. moldboard height**
- \* **3/16in. moldboard thickness**
- \* **Eight (8) ½" ribs, fully welded**
- \* **Heavy duty trip cutting edge with heavy duty torsion type trip edge springs**
- \* **Note: RTE=For repair purposes the trip edge springs can be replaced individually**
- \* **Standard trip edge angle is ½" x 3" x 4" with standard AASHO punch (pre-drilled for carbides)**
- \* **"Delete" std. cutting edge blade (City will supply & install)**
- \* **1½" main pivot bolt**
- \* 10" float at the toe
- \* **Hydraulic push bar assy. in lieu of std. spring loaded push bar assy. (includes cushion valve & lock valve)**
- \* Floating link arm at the heel
- \* **Double acting** toe cylinder with 3½" bore and 2" Nitrided rod
- \* **Double acting** 4" x 13" **D-cell type** heel cylinder with 2" Nitrided rod
- \* **Safety chain at the toe / Safety chain with rear stop**
- \* Four (4) 1" thick horizontal floating links / Two (2) ¾" thick vertical connecting links
- \* Four (4) 1½" link bolts with 8" bushings and grease zerks / ½" thick mounting for the slab
- \* **Note: All six (6) ears connecting the vertical link assy. and the wing slab will have bushings & grease zerks**  
**Bushings have ¼" thick walls**
- \* 3/8" x 4" x 6" rectangular front tube assy. (welded to Uni-Tilt mast assy. & runs through both front cheek plates)
- \* **NOTE: End moldboard rib to have holes for bolting a warning light to wing moldboard and wire tie downs installed on the moldboard for warning light wires**
- \* **Whelen TIR3 LED Warning light mounted to discharge end of wing moldboard "in use" (Std. UTE bracket)**
- \* **Std. Uni-Tilt hose kit with couplers**
- \* Mounted & fully operational (Use Factory Chassis Air Bag Kit)
- \* Primed & painted **Orange**
- \* One year warranty

## 1) Lights:

- \* **Two (2) Federal Signal Highlighter warning lights, Amber/Green (HL15CAG)- Cabshield mounted**
- \* **Two (2) ABL – 1x4 Amber/Green LED warning lights mounted in grill area – wired to switch in ultra**
- \* **Two (2) Whelen TIR6 LED Amber/Green warning lights rubber grommet mounted in rear light boxes**
- \* **Two (2) LED S/T/T rubber grommet mounted in the rear light boxes (MaxHeat)**
- \* **Two (2) LED back-up lights rubber grommet mounted in the rear light boxes**
- \* **One set of ABL LED front mounted snow plowing lights with heated lens, signals, high & low beams**  
**std. install off cowling of truck hood w/ custom Stainless Steel mounting brackets**
- \* **One (1) Amber LED wing light & one (1) Amber LED sander work light – Buyers #1492116**
- \* **Two (2) Amber LED work lights mnt'd off the plow light brackets to shine on the plow markers– Buyers #1492116**
- \* LED 3 light cluster – rear chassis mounted
- \* Remount factory chassis lights outside rear frame rails

UNIVERSAL TRUCK EQUIPMENT INC.  
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Att: T.J. Burke  
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**Total Package Price: \$ 188,529.00**

Completed in 360 days or less

**Options: (Not included in the above total price)**

\* 3/4" Rear Hitch Plate Assy with 20-ton pintle, D-rings, RV plug, & brake controller **Add: \$ 1,747.00**

*Note: Due to current market conditions, if the chassis will not be on-ground at Universal Truck Equipment, Inc. within 240 calendar days of order date, we will require a non-refundable 50% down payment before the 210th day. This will secure pricing only if the chassis is on-ground at Universal Truck Equipment, Inc. within 12 months of order date. If you are not able to provide a down payment or your truck is not on-ground at Universal Truck Equipment, Inc. within 12 months of the order date, your municipality will be subject to a minimum of a 3-5% price increase on bid price. Furthermore, if a tariff is implemented on raw materials, Universal Truck Equipment, Inc. will pass this on to the customer as this is a government tax rather than a surcharge that can't be negotiated with a vendor. If further communication is needed to clarify, please reach out to discuss.*

**Please note:**

Because of the new emissions on trucks, Universal Truck Equipment will not be held responsible for **major modifications** or **relocation** of the exhaust. The truck should be ordered to accommodate the equipment you are putting on the truck, Universal Truck Equipment should not be held responsible **for major modifications** or the **relocation** of air tanks, battery boxes, exhaust and/or fuel tanks. Each truck mfg./salesman has different ways of setting up patrol trucks, it is important to get things in the right location. Because we are not directly involved in ordering the truck we have no way of knowing what kind of modifications or relocations need to be done, **if any** (unless we are aware of it before the equipment is bided). Most of the time the trucks can be ordered to **eliminate or minimize** the modifying or relocating of the standard truck exhaust, battery boxes, air tanks and/or fuel tanks.

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



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Sewer

**TO: Common Council**  
**FROM: Jeremy Weinrich, Sewer Superintendent**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4277 - A Resolution Approving Award of the Following Items: (A) A Contract for Implementation of a Replacement Supervisory Control and Data Acquisition (SCADA) System to Integrated Process Solutions, Inc. of Fosston, Minnesota in the Amount of \$1,921,500; and B) Execution of Task Order No. 2 for Project Management Services Under an Existing Contract with MSA Professional Services, Inc. of Kiel, Wisconsin in the Amount of \$20,000**

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### **Background**

The Mequon Sewer and Water Utilities have been operating and maintaining the existing SCADA system that monitors the combined facilities for almost two decades. This system has fulfilled the needs of the two utilities. However, as technology advances, these systems eventually become obsolete. Recently, the utilities were informed by the vendor that services the system that the computers would need to be upgraded at a significant cost to operate on Windows 11. Due to the age of the system, and the reliability of the dialer in emergencies, the utilities decided it was an appropriate time to look at a complete overhaul.

Accordingly, the City's Utility Commissions authorized staff to hire a consulting engineer (MSA) in mid-2025 to develop a Request for Proposal to advertise and solicit quotes for a new SCADA system. During development of the RFP, MSA worked with utility staff to develop a proposal that best fit the goals listed below. Several SCADA software vendors presented their products to the Sewer and Water Utility staff.

Staff selected VT Scada as the software that best fit the utilities' needs. This was the only company that included all the functions the utilities desired in the native software: monitoring, control, alarming, remote (app-based) access, data logging and reporting.

### **Analysis**

There were several goals for upgrading the SCADA system:

- Standardizing equipment to reduce the inventory required to maintain the system (common PLC's for each station)
- A common design for similar stations (basic setups to simplify operations for the utility)

staff)

- Redundancy within the system (Two parallel computers at DPW and City Hall, two dialers for emergency call out)
- Including stations not currently monitored (Swan Meter Pit, Port Road Meter Pit, Greenvale Meter Pit, PRV pits)
- Improving system graphics to make system navigation easier and problems easier to identify
- Improving remote access for utility staff - during emergencies it is invaluable to know what is happening in the field
- Allowing for unlimited concurrent access to the systems during emergencies
- Allowing for increased control of the stations: adjusting set points, turning equipment on/off, changing lead/lag pump, etc.

The RFP was advertised and three vendors provided proposals to Mequon on Monday, January 26th, 2026. The bid results are as follows (detailed bid tab included as Exhibit A)

<b>Company</b>	<b>Proposal Total Cost</b>
Global Data Systems	\$1,221,478
Energenecs Inc.	\$1,582,100
Integrated Process Solutions, Inc.	\$1,830,000

The utilities and MSA developed a performance-based Request-for-Proposal, and on Tuesday, February 17, all three vendors provide Utility staff and MSA with presentations of their proposals. The Vendors and Utility staff worked through Q&A after each presentation. Immediately following the presentations, Utility staff and MSA graded the proposals provided by the vendors. The grading matrix was established and listed in the RFP that the vendors bid on in January. Results of the Grading Matrix are included in Exhibit B, and it was determined that IPS was the most favorable candidate based on:

- The technical merits of their proposal
- The most thorough proposal and presentation (they did a table top radio propagation study)
- Provided options and analysis: they are recommending switching to a cellular network based on 10 and 15 year cost savings over a radio system, and cellular has greater connectivity for remote troubleshooting.
- They provided High Resolution graphics examples as specified in RFP

Additionally, MSA - based on the grading matrix, proposals and presentations, provided the Mequon Utilities with a letter of recommendation for IPS (Exhibit C).

### **Fiscal Impact**

The utilities have established capital funding for SCADA Equipment, and have identified that this equipment would eventually require upgrades and replacement. Last year, when the current

vendor indicated that the existing SCADA computers required replacement at a significant expense, the Utilities determined that the system had reached "end of life" after nearly 2 decades. IPS was the clear choice based on the grading matrix, and the utilities are recommending awarding the contract accordingly. Therefore, staff is recommending the Utility Commissions award the contract to Integrated Process Solutions, Inc. of Fosston, Minnesota in the amount of \$1,921,500 which includes a 5% contingency. Additionally, staff is requesting authorization for Task 2 with MSA for project management and inspections in the estimated amount of \$20,000.

This project has a large capital expense, however it is spread across several years allowing the utility to budget accordingly. The total SCADA project cost for the Sewer Utility is \$1,197,525 and for the Water Utility is \$723,975. The project management and construction costs will be split evenly, anticipated at \$10,000 for each utility.

**Recommendation**

A recommendation is forthcoming from the Sewer Utility District and Water Utility Commissions on March 10, 2026.

Attachments:

Exhibit A - Detailed SCADA RFP Results, Exhibit B - Scoring Sheet final. docx, Exhibit C - MSA Award Letter

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4277

**RESOLUTION 4277** - A Resolution Approving Award of the Following Items: (A) A Contract for Implementation of a Replacement Supervisory Control and Data Acquisition (SCADA) System to Integrated Process Solutions, Inc. of Fosston, Minnesota in the Amount of \$1,921,500; and B) Execution of Task Order No. 2 for Project Management Services Under an Existing Contract with MSA Professional Services, Inc. of Kiel, Wisconsin in the Amount of \$20,000

**RECITALS**

A. The Sewer and Water Utility issued a Request for Proposal and received quotes for the Implementation of a Replacement SCADA System contract.

B. Staff has reviewed the various quotes and contractor qualifications for the contracts and has determined that the quotes received are reasonable and that adequate funds are available to accomplish the work, and on that basis, has made a recommendation to the Sewer Utility District and Water Utility Commissions.

C. Adequate funds for the contract costs are available from the Capital Project Accounts.

D. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$1,921,500.

E. Staff has requested a contract amendment from MSA for construction administration to provide as-needed assistance with construction oversight in a not-to-exceed cost of \$20,000.

G. The Sewer Utility District and Water Utility Commissions at the meetings on March 10, 2026, approved staff's recommendation.

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

1. The Implementation of a Replacement SCADA System to Integrated Process Solutions, Inc. of Fosston, Minnesota in the amount of \$1,921,500 is approved, subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.
2. Task Order No.2 - Construction Related Services for SCADA Replacement for MSA of Kiel, Wisconsin is authorized in the amount of \$20,000, and the proper City officials are authorized to sign the appropriate contract documents subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk



## Selection Criteria

The City of Mequon will evaluate proposals by assigning point values in several categories for each proposal. The firm with the highest total point value, representing the highest total value to the City, may be selected as the successful firm, or selected firms may be asked to present their proposals in person. The City of Mequon reserves the right to reject any and all proposals.

The following categories along with the maximum point total for each category will be used by the City of Mequon to evaluate proposals:

<u>Company Qualifications</u>	<u>5 pts</u>
<u>Project Team Qualifications</u>	<u>5 pts</u>
<u>Understanding of Project Requirements</u>	<u>5 pts</u>
<u>Technical Merits of Proposal</u>	<u>10 pts</u>
<u>Originality of Technical Approach</u>	<u>5 pts</u>
<u>Commercial Availability of Proposed Hardware</u>	<u>10 pts</u>
<u>Commercial Availability of Proposed Software</u>	<u>10 pts</u>
<u>Company Experience with Proposed Hardware and Software</u>	<u>5 pts</u>
<u>Service Organization Capabilities</u>	<u>10 pts</u>
<u>References</u>	<u>5 pts</u>
<u>Presentation</u>	<u>10 pts</u>
<u>Response Time</u>	<u>10 pts</u>
<u>2026 Contract Cost</u>	<u>10 pts</u>

<b>Categories</b>	<b>IPS</b>	<b>GDS</b>	<b>Energeneccs</b>
Company Qualifications	5	2	5
Project Team Qualifications	5	1	4
Understanding of Project Requirements	4	1	4
Technical Merits of Proposal	9	3	7
Originality of Technical Approach	5	1	3
Commercial Availability of Proposed Hardware	10	5	8
Commercial Availability of Proposed Software	10	10	10
Company Experience w/Proposed Hardware-Software	4	5	3
Service Organization Capabilities	9	3	9
References	4	1	4
Presentation	9	2	6
Response Time	7	2	9
2026 Contract Cost	6	10	8
<b>Final Grade</b>	<b>82</b>	<b>44</b>	<b>75</b>



February 23, 2026

Jeremy Weinrich, Superintendent Mequon Municipal Sewer Utility  
City of Mequon  
10800 N Industrial Dr.  
Mequon, WI 53092

Re: 2025 SCADA System Improvements  
City of Mequon

Dear Jeremy:

Upon review of the Proposals received on January 26, 2026 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the bidder listed below be accepted and award made at your next meeting.

Integrated Process Solutions Inc- IPS  
34696 412<sup>th</sup> Street SE  
PO Box 26  
Fosston, MN 56542

Bid Amount \$1,830,000  
+ Bonding and Insurance  
+ 3% Contingency

The selection process utilized was a qualifications based proposal where a scoring grid was shared with the contractors in the bidding document. The scoring table and final results are attached. There were three responding bidders to the RFP document sent out by Mequon. These bidders were Energenecs from Saukville, WI, Global Data Systems (GDS) from Mesa Arizona, and Integrated Process Solutions Inc (IPS) from Fosston, MN. Each of the bidders subsequently asked to provide a 90min presentation to discuss their proposal to demonstrate their grasp of the project requirements and their technical approach. These presentations and proposals were reviewed and scored by a panel comprised of Water, Wastewater and MSA employees.

When considering the proposals and presentations the group determined that the GDS proposal was not responsive. The utilities felt that GDS just did not seem to understand the scope of the project. Their proposal included equipment that we removed from the scope in the addendum (Two monitors and UPS equipment at City Hall), and their presentation seemed to focus on why VT SCADA was a good platform vs how they would approach implementation of the project with the utilities. They seemed to be outside of their comfort zone with this project.

Energenecs proposal focused on the technical requirements of the project addressing each of the panels with list of components as they were specified. They provided no insight as to possibilities on how to make the system better. The Energenecs presentation focused on the long standing relationship they had with the City overlooking the details of what the Utilities needs were moving forward. Energenecs was comfortable in informing the utilities that they could not meet the requested schedule for the first year and they wanted to utilize the full four years to complete the work rather than provide creative solutions to minimize the amount of time the utilities were in transition. When discussing the graphics that were to be



provided Energenecs provided examples of “Black” graphics despite being told before the presentation that these were unacceptable. They also did not display any high-performance graphics for consideration. Coupled with that it felt that rather than looking to the Utilities for guidance or direction on a path forward of needs and wants for the graphics they spent time on what they were going to provide the utility – excluding input from the utilities.

The IPS proposal focused on the technical aspects of the project highlighting areas of concern relating to UL and NEC installation requirements. They also offered data suggesting that Cellular may be worth a second look even though our engineering team offered economics that challenges this assessment. The engineering economics were based on conservative costs as compared to IPS where their analysis is based on actual costs. Taking these costs into consideration a cellular communication approach should be considered as a viable option. IPS also presented both standard graphics and high performance graphics but clearly indicated that the final layout of these graphics would be decided based on Utility input. IPS also provided several schedule alternatives that provides different ways of addressing the amount of time the Utilities are working through the construction of the new facilities. IPS demonstrated that they view this as a partnership and are willing to do what it takes to make this a successful project for the Utilities.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink that reads "Lance Teunissen". The signature is written in a cursive, flowing style.

Lance Teunissen, PE  
Sr Team Leader Engineering

LET  
Enc.  
Selection Criteria – With final scores



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

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[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Sewer

**TO: Common Council**  
**FROM: Kristen Lundeen, Director Public Works/City Engineer**  
**DATE: March 10, 2026**  
**SUBJECT: RESOLUTION 4278 - A Resolution Ratifying a Contract Award for Bid Documents and Construction Inspection to Replace Lift Station U and R Pumps and Valves**

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### **Background**

The 10-year Sewer Capital Improvement Plan (CIP) includes funding and planning for the routine replacement of pumps and check valves at the City's 23 lift stations.

In 2026, the Sewer Utility intends to replace various pumps and check valves at Lift Station U (11459/11501 North Glenwood Drive) and Lift Station R (10240 North Concord Drive), based upon previous condition assessment recommendations and staff evaluations. Based upon the estimated replacement costs, the project will require public bidding. With the vacancy of the Utility Manager position, Sewer Utility staff contracted with a consultant to draft the required bidding documents.

### **Analysis**

The original scope for the project was limited to the replacement of the pumps and valves at Lift Station U only. Sewer staff issued a Request for Proposals for that work, received two proposals and executed a contract with Baxter & Woodman as the low proposer at a contract cost not to exceed \$14,900. As Baxter & Woodman progressed through the bid documents and the Sewer Utility vacancy remained, staff inquired whether Baxter & Woodman could add the scope of work for the bid documents for the pump and valve replacements to Lift Station R. The work at both stations is similar, and issuing as one bid offers the opportunity for Sewer Utility cost savings related to mobilization and more control over the timing of the replacements.

The amendment to include Lift Station R is \$11,450, bringing the total contract value to \$26,350. Copies of both executed proposals are attached herein for reference.

In order to maintain the original bidding schedule with anticipated advertisement on March 17, 2026 and award at the April 14, 2026 meetings, and to secure good bid pricing for the project, staff executed the contracts. As the total value of the two proposals exceed \$25,000, Sewer Utility District Commission and Common Council ratification is required.

**Fiscal Impact**

The total contract value is \$26,350 and sufficient funding is available within the Lift Station capital fund.

The award for the pump and valve replacement will return to the Sewer Utility District Commission for approval, anticipated at the April 14, 2026 meeting.

**Recommendation**

Recommendation forthcoming by the Sewer Utility District Commission on March 10, 2026.

Attachments:

Proposal Lift Station U, Proposal Amendment Lift Station R

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4278

**RESOLUTION 4278** - A Resolution Ratifying Contract Awards for the Preparation of Bid Documents and Construction Inspection Services in Connection with the Replacement of Pumps and Valves at Lift Stations R and U, to Baxter & Woodman of Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$26,350

**RECITALS**

- A. The pumps and valves at Lift Station U and Lift Station R require replacement.
- B. The original proposal for Lift Station U alone did not meet the Financial Policy threshold requiring Common Council approval, but with the addition of Lift Station R the total contract value exceeds \$25,000, thereby requiring Common Council approval.
- C. The replacements are critical to the operation of the lift stations and time is of the essence to maintain the original bidding schedule that did not allow for approval prior to the authorization of the expenditure.
- D. The Sewer Utility Lift Station Account has sufficient funds for the contract and previously authorized or planned expenditures.
- E. The Sewer Utility District Commission recommended approval on March 10, 2026.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the not-to-exceed \$26,350 contract cost with Baxter & Woodman of Milwaukee, Wisconsin is ratified.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: March 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 March 10, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk

September 29, 2025

Ms. Kristen Lundeen, PE  
Director of Public Works/City Engineer  
City of Mequon  
11333 N. Cedarburg Road  
Mequon, WI 53092

***Subject: City of Mequon – Bid Documents and Construction Inspection to Replace Lift Station ‘U’  
Pumps and Valves***

Dear Ms. Lundeen:

Baxter & Woodman, Inc., is pleased to submit the following proposal. This proposal outlines our scope of services and engineering and construction inspection fees. We understand the Lift Station ‘U’, located at 11459 North Glenwood Drive, needs upgrades for pumps and valves.

Our Baxter & Woodman team has the project understanding, talented staff, and immediate availability to produce a successful, on-time, on-budget project for the City of Mequon. The City will benefit from our project team’s extensive experience with wastewater pumping lift stations. After reviewing our proposal, we are confident you will understand that Baxter & Woodman brings several unique and distinct advantages to your project. Our team’s many advantages include extensive recent lift station project work experience by key Baxter & Woodman staff with an emphasis on medium and large sized municipalities/utilities in Wisconsin. Our team members have recently successfully completed lift station designs and provided construction services for Wisconsin utilities, including the following communities:

1. Lift Station No. 6 – Milton, WI

This project consisted of providing design engineering services for replacement of Lift Station No. 6 on Elm Street including associated pumps, valves, piping, force mains, gravity sewer modifications, and other utility improvements.

2. 18<sup>th</sup> Avenue Lift Station – Union Grove, WI

This project consisted of replacing the lift station including construction of a masonry building, precast concrete wet well, pumping equipment and controls, mechanical work, SCADA and electrical work, and demolition/abandonment of the existing lift station.



3. 45<sup>th</sup> and 63<sup>rd</sup> Avenue Lift Stations – Somers, WI

This project provided design and construction supervision for replacing lift stations at 45<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue. The work included replacing pumps, new wet well and valve vault structures, valves, controls, and electrical work.



The team members include Joe Marchese, PE, as the Project/Design Engineer and Scott Hartay, PE, as the Project Manager and QA/QC. Joe completed the work on the above lift stations and has extensive experience with planning, design, and construction of lift stations. Scott has extensive experience providing planning, infrastructure improvements and water quality improvements for municipalities including Cedarburg, Grafton, West Allis, and Hartford.

## Approach

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The proposed lift station design and inspection services will provide the City with a solid and reliable lift station for many years.

The key tasks we will address include the following and more details are provided in the proposal:

1. Project Management
2. Project Meetings and Communications
3. Specifications
4. Bid Documents
5. Bidding Assistance
6. Construction Inspections/Administration
7. Opinion of Cost

## Scope of Services

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1. PROJECT MANAGEMENT – Plan, schedule, and control activities to complete the Project. These activities include budgeting, scheduling, and monitoring the scope of services.
  - A. Understanding and meeting our clients’ needs are the foundation for Baxter & Woodman’s quality client service philosophy. The primary goals of these tasks are to clearly define your requirements and expectations in terms of deliverables, project schedule and budget, and to manage the project to meet these requirements. Communication is a key to this process and an important tool to facilitate this communication in the project Work Plan.
  - B. In order to develop the Work Plan, key team members will complete an initial review of available information obtained from the City and a meeting will be held with staff to review and refine project issues, objectives, and requirements. From this discussion, an approach will be finalized, including the required deliverables and milestones. An approach that focuses on specific deliverables helps you understand what to expect and monitor the project progress. The Work Plan will also clearly define individual team member responsibilities, including those members of Mequon Public Works and Sewer Utility who may be involved in the project.
  
2. PROJECT MEETINGS AND COMMUNICATIONS – Attend the following project related meetings:
  - A. Baxter & Woodman will communicate with and solicit input from key representatives of the City departments involved.
  - B. Baxter & Woodman will include viewing the Lift Station as part of the initial kick-off meeting. A meeting schedule will be established for project team members and City representatives to review and report on interim findings and the progress of the work. During these meetings, the scope and direction of project tasks will also be evaluated to make sure the project remains focused. Baxter & Woodman Project Manager Scott Hartay will monitor the progress of the project on a regular basis.
  
3. SPECIFICATIONS  

The primary objective of this task is to provide specifications based on the 2019 lift station condition assessment. Since the assessment is six years old, the equipment could be currently exhibiting further degradation and will need to be reviewed as part of the initial kickoff meeting. The following equipment is part of the scope of work as defined in the Request for Proposal:

  - A. Replacement of two Lift Station pumps.
  - B. Replacement of **four** gate valves.
  - C. Replacement of two check valves.

The specifications will be written for the above items so that in kind or better equipment will be utilized for the replacement. The City will supply the base template for the bid package.

Additionally, we noted that the level floats and level sensors were installed in 2013. Due to the age of these systems, we recommend replacing these items as part of the pump replacement. We have not included this work in the scope of work, but we could easily if desired.

#### 4. BID DOCUMENTS

Prepare for review and approval by the City and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond if required, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare specifications in conformance with the format of the Construction Specifications Institute.

#### 5. BIDDING ASSISTANCE

- A. Post the Bidding Documents on Quest CDN bidding platform or other preferred equivalent to coordinate the Bidder's List posting onto City's Website.
- B. Prepare Final bid summary table and bid details in preparation of contract award to the Mequon Sewer Utility District Commission.
- C. Provide due diligence for recommendation of Contract award.

#### 6. MEETINGS

- A. The specifications, plans and bid documents are important deliverables of this project and the City's input is a necessary component of producing accurate documents. Therefore, three meetings are planned for this project.
  - 1) Two intermediate meetings will be virtual meetings.
  - 2) The kickoff meeting will be in person with a tour of the lift station location.

#### 7. CONTRACT ADMINISTRATION

We will administer the contract between the City and the selected contractor, including review of shop drawings, pay requests, change requests, and schedules.

#### 8. CONSTRUCTION OBSERVATION

Construction observations will include two six-hour trips including travel time. The trips will occur during a critical phase of installation and to finalize the construction and develop a punch list after installation is considered complete by the contractor.

## THE CITY OF MEQUON'S RESPONSIBILITIES

1. Copies of available reports, drawings, specifications, design and operational data pertinent to the Project. Baxter & Woodman will provide a list of items needed at the beginning of the project.
2. Design and operation data for the lift station.
3. Manufacturer's pump curves for the existing lift station pumps.
4. Provide access to all components of the lift station.
5. Provide access to employees as needed for interviews regarding operation of the system.
6. A designated representative for the Project who shall be the main person of contact for all items related to the Project and main decision maker.

## ASSUMPTIONS

1. Electrical work will only include removing and connecting new power and sensor wiring for pumps and level controls for the scope of work.
2. Voltage will be maintained at the same level as is existing at the site.
3. SCADA work is not included.
4. Replacing pumps and equipment that are substantially the same in design and function as the existing does not require permitting.

## Hours and Engineering Fee

ESTIMATED LEVEL OF EFFORT Lift Station 'U' Upgrade							
Task	Project Manager	Project Engineer	Model Engr/Project Technician	Project Technician	Admin Assistant	Total Hours	Estimated Cost
1 Project Management	1	4	0	0	2	7	\$1,300
2 Meetings	2	6	0	0	0	8	\$1,700
3 Specifications	2	8	0	0	0	10	\$2,100
4 Bid Documents	2	14	0	0	0	16	\$2,700
5 Bidding Assistance	0	3	0	0	0	3	\$600
6 Construction Inspection/Administration	0	25	0	0	0	25	\$5,100
7 Opinion of Cost	1	4	0	0	0	5	\$1,000
Total Labor Hours	8	64	0	0	2	74	\$14,500
Estimated Project Expenses							\$400
Total Estimated Project Cost							\$14,900
<u>Notes:</u>							
1.	Estimated engineering fee total includes project expenses to cover mileage costs.						

The Utility shall pay the Engineer for the services performed or furnished, a lump sum including reimbursable out of pocket expenses including travel, which in total will not exceed **\$14,900.00**.

Mequon Lift Station 'U' Upgrade Schedule								
Tasks for Mequon Lift Station Project	2025			2026				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Meetings	■		■					
Specifications	■	■						
Bid Documents		■						
Bidding Assistance			■					
Construction Observation/Administration*						■		

\* Construction observation schedule is dependent on pump/valve delivery and weather.

## Schedule

Baxter & Woodman can begin the work immediately. Please refer to the chart below for the preliminary project schedule. Note construction was anticipated for March to avoid performing in the severe winter months. However, this can be adjusted as needed.

## Standard Terms and Conditions

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The attached Standard Terms and Conditions apply to this proposal.

## Acceptance

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If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Scott Hartay at 414-510-0872 or [shartay@baxterwoodman.com](mailto:shartay@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Gary Vogel, PE  
Vice President

City of Mequon

ACCEPTED BY: Kirsten Blundeen

TITLE: Director of Public Works/City Engineer

DATE: October 28, 2025

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. (“Baxter & Woodman”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

**Owner’s Responsibility** – Provide Baxter & Woodman with all criteria and full information for the “Project,” which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman’s work shall be extended and the rates and amounts of Baxter & Woodman’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** – The fees to perform the proposed scope of services constitutes Baxter & Woodman’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Wisconsin Prompt Payment Law (s. 16.528 and 16.53 (2) (11)).

**Opinion of Probable Construction Costs** – Baxter & Woodman’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman’s opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors’ work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman’s consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman’s site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** – Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman’s design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman’s design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman’s document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

## Scott Hartay, PE

Senior Water/Wastewater Engineer



### EDUCATION

MS, Civil and Environmental Engineering, Marquette University, 1999

BS, Chemical Engineering, University of Wisconsin-Madison, 1987

Joined Firm in 2020

Years of Experience: 38

### REGISTRATIONS

Licensed Professional Engineer: Illinois, Missouri, Wisconsin

Certified Energy Manager

OSHA 30-Hour Trained General Industry

Certified Asbestos Inspector

OSHA 40-Hour HAZWOPER Training

DOT and IATA Hazmat Training

Scott is a Senior Water/Wastewater Engineer with more than 37 years of experience in environmental engineering focused on public health and safety. He previously worked for a manufacturing company where he managed environmental permitting, compliance, and sustainability programs. Scott has extensive knowledge of RCRA, EPCRA, SWPPP, Title V air permit, hazardous waste, air emission inventory, storm water, process safety management, OSHA, DOT, drinking water operations, waste reduction, and sustainability programs. He has collaborated on numerous projects with various regulatory authorities including EPA, Wisconsin DNR, and other state and municipal regulatory authorities. Scott has additional experience with performing a variety of sampling and monitoring related to wastewater, drinking water, ground water, soil, pond sediment, and air monitoring.

### REPRESENTATIVE PROJECTS

#### West Allis, WI

##### *Facilities Infrastructure Evaluation*

Project Manager for reviewing, inspecting, and evaluating the current infrastructure for West Allis. Provided a report and made recommendations regarding process improvements, simplification of processes and replacement of identified infrastructure. Also provided budgetary costs for infrastructure replacement.

#### Hartford, WI

##### *Hartford Utilities*

Assisted with acquiring data and writing Hartford's Water Master Plan. Included providing growth projections, land use projections, future utility service areas, current and future water requirements. We also provided data for water needs with respect to fire protection and future usage due to growth. Areas of low pressure and low flow were highlighted so corrections could be made.

#### Fort Atkinson, WI

##### *Fort Atkinson Water Utility*

Assisted with Fort Atkinson's Master Plan. Work included developing a capital improvements plan for water main replacement based on breakage frequency, age materials and risk to having a break. A scoring system was utilized to rate the watermains that should be replaced first. A schedule and costs associated with this work were provided.

#### Briggs & Stratton LLC\*

##### *Wauwatosa, WI*

Designed and installed industrial wastewater treatment systems in Wauwatosa, WI; Poplar Bluff, MO; Ostrava, Czech Republic; and Chongqing, China. Systems included ultrafiltration, clarification, and ultrafiltration depending on the type of waste present and based on the most practical method for treating the waste at given location.

**Hartford, WI**

***Well 15 Rehabilitation***

Project Manager for bidding and renovation of Well 15. Included providing a corrosion protection system for the well, which had experienced severe corrosion issues in the past.

**Hartford, WI**

***Lead Service Line Replacement***

Project Manager for providing Plans and Specifications, funding assistance, bidding and permitting for replacement of 120 Lead Service Lines and 65 galvanized service lines for the City.

**Walworth, WI**

***Corrosion Control Study***

Project Manager for performing a corrosion control study for the Village. This was required by the Wisconsin DNR.

**Glendale, WI**

***Corrosion Control Study***

Project Engineer for performing a corrosion control study for the North Shore Water Commission, which comprises the Fox Point Water Utility, the Glendale Water Utility, and the Whitefish Bay Water Utility. This was required by the Wisconsin DNR.

**West Allis, WI**

***Optimal Corrosion Control Treatment Study***

Participated in acquiring data and evaluating the corrosion control optimization study for the West Allis Water Utility. This was a demonstrative study, and the report was approved by the WDNR for implementation. This report was required as a result of West Allis population exceeding 50,000 people.

**U.S. Filter\***

***Glegg Water Conditioning (Guelph, Ontario); Bruner Corporation (Milwaukee, WI)***

During his 13 years at U.S. Filter, Glegg Water Conditioning, and Bruner Corporation, Scott provided start-up, design, and project management for iron and other filtration systems, de-ionization systems, reverse osmosis, and ultrafiltration systems. These systems were installed at manufacturers and municipalities with many of them design/build.

**Kenosha, WI**

Provided civil engineering services for engine expansion for the Kenosha Engine Plant including storm sewer design, permitting, sanitary design, water main design, fire system design, parking lot and paving for the facility as well as design of new wastewater treatment facility. Value of constructed items was approximately \$15,000,000.

**Briggs & Stratton, LLC**

***Wauwatosa, WI***

Provide design and management services for stormwater, sanitary sewer modifications, drinking water systems, water tower systems and wastewater treatment. Also assist with permitting and working with various governmental authorities related to compliance requirements.

**Joseph W. Marchese, PE**  
Project Engineer



**EDUCATION**

B.S., Civil Engineering  
University of Wisconsin-  
Madison, 2001

Joined Firm in 2007

Years of Experience: 24

**REGISTRATIONS**

Licensed Professional  
Engineer: Wisconsin

**ASSOCIATIONS**

Wisconsin Wastewater  
Operators Association

American Water Works  
Association



Joe has over 24 years of water and wastewater engineering experience. He has assisted with the planning and design of water treatment facilities, wastewater treatment plants, lift stations, and water supply wells and well houses. He has prepared planning and facility studies and made recommendations for improvements.

**REPRESENTATIVE PROJECTS – WASTEWATER SYSTEMS**

**Paddock Lake, WI**

***Wastewater Treatment Plant Improvements***

Project Engineer for the design of improvements to the wastewater treatment plant. Construction Manager for the construction of the improvements to the wastewater treatment plant.

**Milton, WI**

***Lift Station No. 12 and Force Main Design***

Project Engineer for the design of a wastewater lift station near the intersection of Parkview Drive and Townline Road and a force main extending east from Parkview Drive to South Janesville Street.

***Lift Station No. 6 Replacement***

Design Engineer for replacement of an existing cast in place lift station with a precast concrete duplex submersible lift station including pump design, valve vault design, force main design, and site work.

**Delavan Lake Sanitary District, WI**

***Lift Station No. 5 Improvements***

Project Engineer for reconstruction of the wet well; installation of a new wet well water level measurement system; installation of new motors, variable frequency drives, and motor controls; new power and control wiring to lift station; and modification of the existing electric to accommodate new motor controls.

***Lift Station No. 6 Upgrades and Force Main***

Design Engineer for upgrades to the existing lift station including design of new pumping equipment and piping layout; new HVAC, electrical, and control systems; new flow monitoring equipment; and site improvements.

***Lift Station No. 3A Replacement***

Design Engineer for replacement of an existing prefabricated steel lift station with a precast concrete duplex submersible lift station including pump design, valve vault design, and site work.

***Lift Station No. 4 Remodeling***

Project Engineer for remodeling of the existing lift station including wet well modifications, installation of new pumping equipment and piping, electrical and HVAC upgrades, and building improvements.

***Lift Station No. 2A Replacement***

Design Engineer for replacement of an existing prefabricated steel lift station with a precast concrete duplex submersible lift station including pump design, valve vault design, and site work.

**Madison Metropolitan Sewerage District, WI**

***Pumping Station 15 Upgrades***

Design Engineer for upgrades to the existing pumping station including an increase to the station's design capacity; design new pumping equipment and piping layout; new HVAC, electrical, and control systems; new flow monitoring equipment; and site improvements.

**Somers, WI**

***7th Street and Seawall Lift Station Replacements***

Design Engineer for replacement of two existing prefabricated steel lift stations with a precast concrete duplex submersible lift station, including pump design, valve vault design, and prefabricated generator building.

***11th Place Lift Station Replacement***

Design Engineer for replacement of an existing prefabricated steel lift station with a cast-in-place concrete duplex submersible lift station including pump design, piping layout, masonry mechanical and generator building, and site improvements.

***Lift Station No. 1A West of the Divide***

Design Engineer for a new cast-in-place concrete duplex submersible lift station including pump design, piping layout, masonry mechanical and generator building, and site layout.

***45<sup>th</sup> Avenue and 63<sup>rd</sup> Avenue Lift Station Replacements***

Design Engineer for replacement of two existing prefabricated steel lift stations with a precast concrete duplex submersible lift station, including pump design, valve vault design, and prefabricated generator building.

**Union Grove, WI**

***18<sup>th</sup> Avenue Lift Station***

Design Engineer for a replacement duplex submersible lift station including precast concrete wet well, pump design, piping layout, masonry mechanical and generator building, and site layout.

**Williams Bay, WI**

***Lift Station No. 3 Replacement***

Design Engineer for a new cast-in-place concrete duplex submersible lift station including pump design, piping layout, masonry mechanical and generator building, and site layout.

February 18, 2026

Ms. Kristen Lundeen, PE  
Director of Public Works/City Engineer  
City of Mequon  
11333 N. Cedarburg Road  
Mequon, WI 53092

***Subject: City of Mequon – Bid Documents and Construction Inspection to Replace Lift Station ‘U’  
Pumps and Valves (Amendment to include Lift Station ‘R’)***

Dear Ms. Lundeen:

Baxter & Woodman, Inc., is pleased to submit the following proposal amendment. This Amendment 1 outlines our scope of services and engineering and construction inspection fees to include Lift Station ‘R’. We understand Lift Station ‘R’ needs upgrades for pumps and valves similar to Lift Station ‘U’. The Approach and Scope remain basically the same from the original proposal with the following changes:

## Amended Scope of Services

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### 3. SPECIFICATIONS

The primary objective of this task is to provide specifications for replacement pumps and valves based on original lift station design information provided by the City. The following equipment is part of the scope of work as defined in the Request for Proposal:

- A. Replacement of two Lift Station pumps.
- B. Replacement of four gate valves.
- C. Replacement of two check valves.

The specifications will be written for the above items so that in kind or better equipment will be utilized for the replacement. The City will supply the base template for the bid package.

## Amended Hours and Fee

ESTIMATED LEVEL OF EFFORT Lift Station 'R' Upgrade								
Task	Project Manager	Project Engineer	Model Engr/Project Technician	Project Technician	Admin Assistant	Total Hours	Estimated Cost	
1	Project Management	1	2	0	0	1	4	\$750
2	Meetings	2	4	0	0	0	6	\$1,300
3	Specifications	2	4	0	0	1	7	\$1,400
4	Bid Documents	2	4	0	0	0	6	\$1,300
5	Bidding Assistance	0	2	0	0	0	2	\$400
6	Construction Inspection/Administration	0	25	0	0	0	25	\$5,250
7	Opinion of Cost	1	2	0	0	0	3	\$650
	Total Labor Hours	8	43	0	0	2	53	\$11,050
	Estimated Project Expenses							\$400
	Total Estimated Project Cost							\$11,450
	<u>Notes:</u>							
1.	Estimated engineering fee total includes project expenses to cover mileage costs.							

The Utility shall pay the Engineer for the services performed or furnished as stated in the above scope of services for an additional lump sum including reimbursable out of pocket expenses including travel, a total of **\$11,450.00**. This amount is in addition to the original lump sum fee of \$14,900.00 previously authorized. The following is a fee breakdown:

Original Contract Amount	\$14,900.00
<u>Additional from this Amendment No. 1</u>	<u>\$11,450.00</u>
Amended Contract Total	\$26,350.00

## Schedule

Baxter & Woodman can begin the work immediately on Lift Station 'R'. The combined Lift Station 'U' and Lift Station 'R' project will advertise no later than March 17, 2026, with an expected Contract award date of April 14, 2026.

## Standard Terms and Conditions

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All terms and conditions of the Master Agreement dated October 28, 2025, with the City of Mequon shall apply.

## Acceptance

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If you find this proposal amendment acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Scott Hartay at 414-510-0872 or [shartay@baxterwoodman.com](mailto:shartay@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Gary Vogel, PE  
Vice President

City of Mequon

ACCEPTED BY: Kirsten Blundeen

TITLE: Director of Public Works/City Engineer

DATE: 2/20/26

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