



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

www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, May 12, 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 Hearings:**
 - a) **ORDINANCE 2026-1690** - An Ordinance Amending the City's Zoning Map within Chapter 58 of the Mequon Municipal Code from R-3 (Residential 1-Acre) with a CGO (Central Growth Overlay) to R-3/TDR (Transfer of Development Rights)/PUD (Planned Unit Development), in Connection with Development of a 19-Lot Subdivision upon 16.5 Acres Immediately North of 8440 W. Donges Bay Road; **Recommended by Planning Commission March 23, 2026; First Reading at Common Council April 14, 2026.**
 - 1) Public Hearing
 - 2) Consideration of Ordinance
- 5) Personal Appearances and Public Comment:**

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.**
- 6) Public Officials' Reports:**
 - a) Mayor
 - b) City Administrator
- 7) Consent Agenda:**
 - a) Common Council meeting minutes of April 14, 2026 and April 21, 2026
 - b) Economic Development Board meeting minutes of March 24, 2026
 - c) Festivals Committee meeting minutes of February 16, March 16, March 24 and March 30, 2026
 - d) Finance-Personnel Committee meeting minutes of March 10, 2026
 - e) Park and Open Space Board meeting minutes of March 25, 2026

- f) Planning Commission meeting minutes of March 23, 2026
- g) Public Welfare Committee meeting minutes of February 10 and March 10, 2026
- h) Public Works Committee meeting minutes of March 10, 2026
- i) Sewer Utility District Commission meeting minutes of March 10, 2026
- j) **RESOLUTION 4286** - A Resolution Approving a Development Agreement for Hauling and Filling with 6529 W Highland LLC; **Recommended by Planning Commission, April 27, 2026.**

k) **Ordinance First Readings:**

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

- 1) **ORDINANCE 2026-1691** - An Ordinance Approving the Rezoning of a 35.5-Acre Parcel Located at 997 Lakefield Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) Zoning District to the Town of Grafton's A-2 (Agriculture) Zoning District and R-3 (Urban Single-Family Residential) Zoning District, to Allow for a One-Acre Parcel and an Approximate 34.5-Acre Parcel Located within the City of Mequon's Extraterritorial Zoning Area; **Recommended by Joint Extraterritorial Zoning Committee April 27, 2026; First Reading.**
- 2) **ORDINANCE 2026-1692** - An Ordinance Approving a 112 Single-Family Lot Subdivision for the Property Located at 1306 W. Pioneer Road in the Town of Grafton within the City of Mequon's Extraterritorial Zoning Area; **Recommended by Joint Extraterritorial Zoning Committee April 27, 2026; First Reading.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4287** - A Resolution Authorizing an Amendment to the Professional Services Agreement Previously Executed with the Lakota Group of Chicago, Illinois, for Development of a Civic Campus Master Plan, in the Amount of \$10,000; **Recommendation Forthcoming by Committee of the Whole May 12, 2026.**
- b) **RESOLUTION 4288** - A Resolution Disallowing the Claim of Samuel T. McMahon Dated March 4, 2026, Relating to Injuries Sustained on Mequon Road on November 8, 2025; **Recommendation Forthcoming by Finance-Personnel Committee May 12, 2026.**
- c) **RESOLUTION 4289** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon and the Mequon-Thiensville Community Foundation in Connection with Fundraising for a New Community Pool; **Recommendation Forthcoming by Finance-Personnel Committee May 12, 2026.**
- d) **RESOLUTION 4290** - A Resolution Authorizing the Execution of an Agreement for Electronics Collection and Recycling with COM2 Recycling Solutions of Carol Stream, Illinois at the Department of Public Works Combined Facility, 10800 N. Industrial Drive; **Recommendation Forthcoming by Public Works Committee May 12, 2026.**

- e) **RESOLUTION 4291** - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts; **Recommendation Forthcoming by Sewer Utility District Commission May 12, 2026.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business:

- a) **Mayoral Appointments:** Lisa Liljegren (Alternate Member #1, Festivals Committee), Jenne Hohn (Member, Hiram Schmitt Fund), Kathleen Schneider (Member, Mequon Nature Preserve), Lynn Streeter (Member, Southern Ozaukee Fire Department & EMS Board & Commission).

12) Adjourn

Dated: May 7, 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 accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

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



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Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: May 12, 2026
SUBJECT: ORDINANCE 2026 - 1690 - An Ordinance Amending the City's Zoning Map within Chapter 58 of the Mequon Municipal Code from R-3 (Residential 1-Acre) with a CGO (Central Growth Overlay) to R-3/TDR (Transfer of Development Rights)/PUD (Planned Unit Development), in Connection with Development of a 19-Lot Subdivision upon 16.5 Acres Immediately North of 8440 W. Donges Bay Road

Background

The applicant, Hat Trick Development LLC, requests rezoning approval for a 19-lot subdivision development on 16.5 acres of land located immediately north of 8440 W. Donges Bay Road. The plan results in a density of one (1) unit per .87 acres and utilizes three remaining Transfer of Development Rights (TDR) credits. This is an extension and amendment to the Enclave II Planned Unit Development (PUD) that was approved by the Planning Commission on November 11, 2019, and by the Common Council on January 14, 2019 (see Ordinance 2019-1560).

Analysis

Rezoning is required as part of this application due to the use of the three TDR credits and the applicant's desire to incorporate the same conditions that exist in the Enclave II PUD. The parcel was approved as a receiving site at the Park & Open Space Board on January 21, 2026, as required by the Mequon Municipal Code for the use of TDR credits.

OPEN SPACE PLAN: The proposed open space plan shows the subdivision contains 33.8% open space, which exceeds the 30% code requirement. The plan also shows a minimum 30-foot buffer around the perimeter of the development which complies with Code. There is a stormwater pond and an asphalt trail which will connect to the existing Enclave path to the east.

LOT SIZES: Staff believes the lot sizes proposed are of reasonable size for a cluster design and are necessary if the goal is to create quality open space amenities. The lots are similar in size to what was in other phases of The Enclave Subdivision, with lots ranging from .37 acres to .68 acres. The proposed development provides access from Skylark Drive Road and allows for a future connection to the west. The attached yield plan shows 16 lots, each conforming to the R-3 district standards with access from Skylark Drive. Two of the TDR credits are currently owned by the developer, and one is being purchased to be used on site for a total yield of 19 lots.

Fiscal Impact

The 19-lot residential development is estimated to be valued at \$700,000/lot, resulting in estimated annual tax revenue of \$158,000.

Recommendation

On March 23, 2026, the Planning Commission approved a recommendation in favor of adopting the proposed ordinance by a vote of 8-0.

Attachments:

Zoning Map, Concept Plan, Yield Plan

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2026-1690

ORDINANCE 2026 - 1690 - An Ordinance Amending the City's Zoning Map within Chapter 58 of the Mequon Municipal Code from R-3 (Residential 1-Acre) with a CGO (Central Growth Overlay) to R-3/TDR (Transfer of Development Rights)/PUD (Planned Unit Development), in Connection with Development of a 19-Lot Subdivision upon 16.5 Acres Immediately North of 8440 W. Donges Bay Road

RECITALS

A. The applicant is seeking rezoning approval for a 19 single-family lot subdivision for the property located immediately north of 8440 W. Donges Bay Road.

B. The Planning Commission, by majority vote of the Commission on March 23, 2026, has recommended approval of a Zoning Map Amendment to designate the property illustrated in Exhibit A as “R-3/TDR/PUD.”

C. Based upon the Planning Commission's recommendation and following a public hearing before the Common Council on the 12th day of May 2026, the Common Council desires to rezone the property consistent with the conditions of the Commission's recommendation.

D. The proposed rezoning is consistent with the City's comprehensive master plan.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

The existing and official City of Mequon District Zoning Maps are hereby amended so as to change the zoning classification of the property located immediately north of 8440 W. Donges Bay Road as further described and illustrated in Exhibit A, to R-3/TDR/PUD subject to the following conditions:

1. Common Council approval of the rezoning.
2. All conditions of Ordinance 2019-1560 remain in effect.
3. The preliminary plat approval is conditioned upon and is not in effect until the relinquishment of 3 TDR credits to the City of Mequon takes place.
4. Developer shall submit a development agreement using the City template. The document must be approved by the Planning Commission and Common Council.
5. All lots shall maintain a minimum lot size of .30 acres. All buildings shall maintain a minimum building setback of 30’, a minimum 10’ offset from an interior side yard, a 30’ offset

from the corner side, and 20' from rear property lines.

6. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan. All pedestrian trails shall be located in an outlot with a minimum width of 10 feet. Bike and Pedestrian paths shall be constructed in accordance with the WisDOT Bike Path Facilities Handbook and be maintained by the Developer and subsequently the Homeowners' Associations (HOA).

7. The final plat shall include a note that a road connection is required to put future owners on notice.

8. A sidewalk shall be added to the north side of Skylark Drive.

9. The development shall comply with preliminary plat, development agreement, and final plat requirements.

10. Street trees are subject to the approval of the Tree Board and Planning Commission.

11. Street lighting, if proposed, is subject to the approval of the Planning Division staff.

12. Entryway signage and landscaping is subject to the approval of the Planning Division staff.

13. Architectural design of residential buildings shall comply with a Planning Commission approved set of design standards set forth as part of the PUD and shall include the following:

a. Dwellings shall be a minimum of 1,900 square feet for a single-story building and 2,100 for a multi-story building.

b. No accessory structure shall project further into the front or corner side yards than the principal structure.

c. Chain link or 100% opaque fencing is prohibited. Fencing is prohibited in front and corner side yards.

d. No less than 50% of residential buildings shall present a side loading garage, a courtyard garage entry, or a 15-degree turned garage entry.

e. Of the remaining 50% that is allowed to present a front loading garage, the following shall apply: 1) no more than two garage stalls shall present on the same linear plane; 2) all front loading garages shall contain architectural details consistent with the front elevation; 3) none of the front loading garages shall have a consistent setback to that of the habitable portion of the building; and 4) no more than 30% of the front loading garages shall project further into the front yard than the habitable portion of the building.

f. There shall be no more than three (3) front-loading garage residential buildings in a row.

14. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to Architectural Review Board approval.

15. All roads and bike paths connecting to adjacent sites shall be installed at time of each associated phase of development. The road shown to connect to the property to the west shall include the installation of a hammerhead. Removal of the hammerhead shall be approved by the City at the time of connectivity for development to the west.

16. The existing hammerhead on Skylark Drive shall be removed at the time of the roadway connection.

17. Final legal documents are subject to City Attorney review and approval, prior to recording of final plat.

18. The Engineering Division shall review and approve of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard

Specifications for Land Development.

19. The street and right-of-way shall extend to the west property line.
20. Connection to the public sewer and water is required. Sewer main shall be extended in accordance with the Central Growth sewer system planning documents. The water main connection and extension shall conform to the Mequon Water Connection Policy.
21. Approval of a stormwater management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13 is required, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
22. As a condition of approval and issuance of the permit, the City Engineer will require, in accordance with City Ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow/letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the stormwater management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the City to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
23. Application for and approval of a City erosion control permit is required, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
24. Application for and approval of a City Filling and Excavation Permit. Planning Commission approval of fill exceeding 1,000 cubic yards (CY) in volume is required prior to permit issuance.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

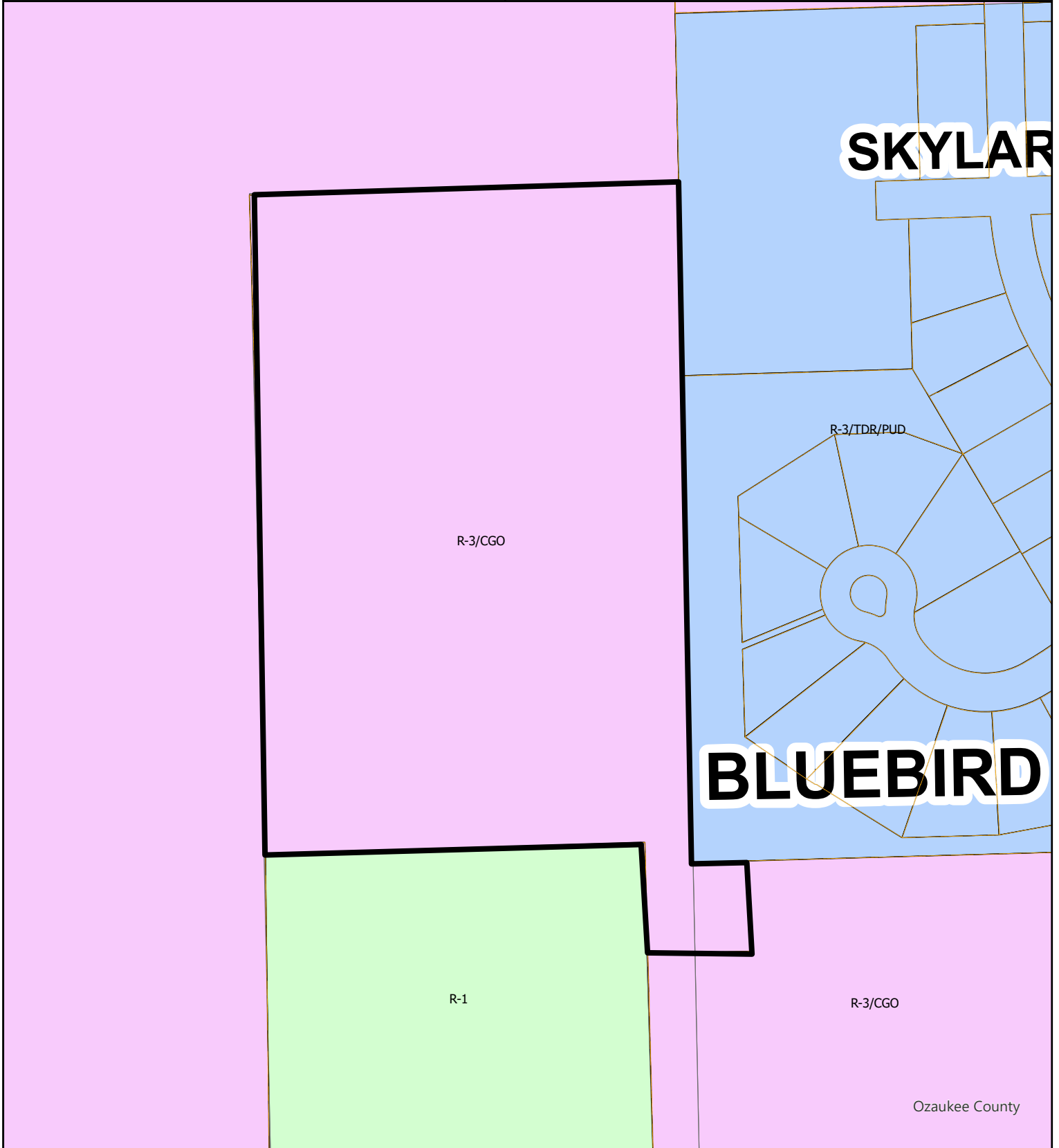
Caroline Fochs, City Clerk

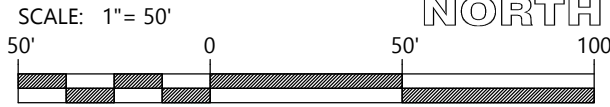
Published: _____

EXCEL ENGINEERING FOR HAT TRICK DEVELOPMENT LLC

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

IPS Institutional & Public Service
NC Neighborhood Commercial
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 DU/Ac.)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights





PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
MAR. 18, 2026

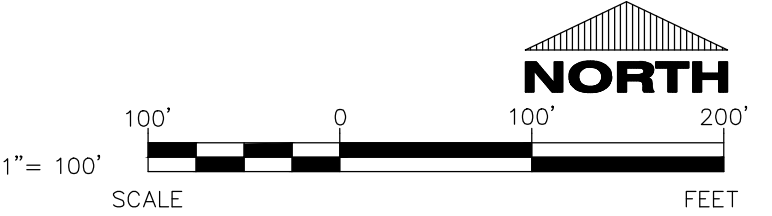
NOT FOR CONSTRUCTION

JOB NUMBER
240349500

SHEET NUMBER
1



YIELD PLAN





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

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Office of the City Clerk
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COMMON COUNCIL
Regular Meeting
Tuesday, April 14, 2026 - 7:30 PM
Or Immediately Following the
Sewer Utility District Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

The meeting was called to order by Mayor Nerbun at 8:19 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, Director of Community Development Kim Tollefson, Assistant Director of Community Development Jac Zader, City Engineer Kristen Lundeen, and interested public.

4) Public Hearing(s)

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

City Administrator Jones stated that the brush site is opening and will be available to residents Tuesday through Sunday from 7:30 am – 7:00 pm. A Long Range Financial Planning session will take place with the Common Council on June 4, 2026 and Concordia University in conjunction with the Mequon Police Department will hold a Drug Take Back Day on Saturday, April 25, 2026 at the Concordia Campus.

7) **Consent Agenda**

- a) Architectural Review Board meeting minutes of February 9, 2026
- b) Board of Appeals meeting minutes of February 5, 2026
- c) Common Council meeting minutes of March 10, 2026
- d) Economic Development Board meeting minutes of February 24, 2026
- e) Finance-Personnel Committee meeting minutes of February 10, 2026
- f) Mequon Municipal Water Utility Commission meeting minutes of November 4, 2025
- g) Park and Open Space Board meeting minutes of January 21 and March 18, 2026
- h) Planning Commission meeting minutes of February 23, 2026
- i) Public Works meeting minutes of February 10, 2026
- j) Sewer Utility District Commission meeting minutes of November 4, 2025

k) **Ordinance First Readings:**

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules approved by a recorded vote of two-thirds majority of all aldermen.

1) **ORDINANCE 2026 - 1690** - An Ordinance Amending the City's Zoning Map within Chapter 58 of the Mequon Municipal Code from R-3 (Residential 1-Acre) with a CGO (Central Growth Overlay) to R-3/TDR (Transfer of Development Rights)/PUD (Planned Unit Development), in Connection with Development of a 19-Lot Subdivision upon 16.5 Acres Immediately North of 8440 W. Donges Bay Road

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

8) **Ordinances – None**

9) Resolutions

a) **RESOLUTION 4279** - A Resolution Adopting the Mequon Commons Master Plan

MOTION:	Motion to approve Resolution 4279
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Voice Acclamation

b) **RESOLUTION 4280** - A Resolution Adopting a Revised Forfeiture Schedule for the Mid-Moraine Municipal Court, Reflecting a \$10 Increase in Applicable Court Fees as Authorized Under Wisconsin Act 113

MOTION:	Motion to approve Resolution 4280
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Voice Acclamation

c) **RESOLUTION 4281** - A Resolution Awarding the 2026 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers, LLC, of Waunakee, Wisconsin in the Amount of \$155,000

MOTION:	Motion to approve Resolution 4281
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Peter Bratt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Roll Call Vote

- d) **RESOLUTION 4282** - A Resolution Awarding the 2026 Crack Sealing Contract to Thunder Road, LLC of Genesee, Wisconsin, in the Amount of \$183,500

MOTION:	Motion to approve Resolution 4282
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Peter Bratt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Roll Call Vote

- e) **RESOLUTION 4283** - A Resolution Approving the Purchase of the Following in Connection with Replacement of a 2004 Dump Truck: A) A 2026 Ford Super Duty F-600 Chassis from Ewald Automotive Group, Hartford, Wisconsin, in the Amount of \$55,025; and B) A Henderson Mark III Dump Body and Hoist with Related Equipment from Universal Truck Equipment, Galesville, Wisconsin, in the Amount of \$20,206

MOTION:	Motion to approve Resolution 4283
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Peter Bratt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Roll Call Vote

- f) **RESOLUTION 4284** - A Resolution Ratifying an Agreement for Implementation of Asset Management Software with Tyler Technologies Inc., of Yarmouth, Maine, in an Amount Not-to-Exceed \$47,000

MOTION:	Motion to approve Resolution 4284
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Peter Bratt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt

RESULT:	Approved by Roll Call Vote
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- g) **RESOLUTION 4285** - A Resolution Approving Award of a Contract for the Construction of Lift Station R and Lift Station U Improvements to Sabel Mechanical LLC of Fond du Lac, Wisconsin in the Amount of \$175,600, with Authorization to Award the Contract to Mid City Corporation of Butler, Wisconsin in the Amount of \$232,500 if the Initial Contract Award is not Executed

MOTION:	Motion to approve Resolution 4285
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Gregg Bach
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Roll Call Vote

10) Specified Unfinished Business from Prior Meetings

11) Specified New Business

12) Potential Closed Session

- a) Michael Kemp 14133 N. Riverland Road Claim. The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g), Wisconsin State Statutes, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as deemed appropriate.

MOTION:	Motion to enter into Closed Session at 8:35 PM
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt, Mayor Andrew Nerbun
RESULT:	Approved by Roll Call Vote

- b) Acquisition of Property Rights Related to the Relocation of Lift Station E to 2010 W. Ranch Road. The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(e), Wisconsin State Statutes, deliberating or negotiating the

purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and then may reconvene into open session to take such action as deemed appropriate.

MOTION:	Motion to enter into Closed Session
MOVER:	Alderman Dale Mayr
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt, Mayor Andrew Nerbun,
RESULT:	Approved by Roll Call Vote

13) Adjourn

MOTION:	Motion to adjourn at 9:04 PM
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Jeffrey Hansher
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Aubrey Suppiger, Deputy Clerk



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

www.cityofmequonwi.gov

Office of the City
Clerk Taped and
Televised

**COMMON COUNCIL
Organizational Meeting
Tuesday, April 21, 2026 - 7:00 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order

The meeting was called to order by Mayor Nerbun at 7:00 PM

2) Pledge of Allegiance

3) Roll Call

4) Present:

Mayor Nerbun, Alderman Strzelczyk, Alderman Tolocko (attended virtually), Alderman Mayr, Alderman Hansher, Alderman Bach, Alderman Parrish, Alderman Gebhardt,

Excused:

Alderman Bratt

Also present: City Administrator William Jones, Assistant City Administrator Jessica Wolff, City Clerk Caroline Fochs, City Attorney Brian Sajdak.

5) Report of April 7, 2026, Election Results

a) 2026 Spring Election Results

City Clerk Fochs stated Aldermen Tolocko, Mary and Bach were reelected to a three-year term.

6) City Clerk to Administer Oaths of Office

- a) Alderwoman Kelly Tolocko, District 2
- b) Alderwoman Dale Mayr, District 3
- c) Alderman Gregg Bach, District 5

City Clerk Fochs administered oaths to Aldermen Tolocko, Mayr and Bach.

7) Election of Common Council President

- a) Nominations
- b) Election

MOTION:	Motion to nominate and elect Alderman Mayr as the new Common Council President.
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
DEEMED NO:	Alderman Bratt
RESULT:	Approved by Roll Call Vote

8) Nominations and Election of Committee Members

- a) Nomination by Common Council President
 - 1) Planning Commission
Common Council President Mayr recommended Alderman Parrish as the Aldermanic Representative to the Planning Commission and Alderman Strzelczyk as the Alternate.
 - 2) Finance-Personnel Committee
Common Council President Mayr recommended Aldermen Strzelezyk, Parrish and Gebhardt as the Aldermanic Representatives to the Finance-Personnel Commission.
 - 3) Public Safety Committee
Common Council President Mayr recommended Aldermen Bach, Mayr and Tolocko as the Aldermanic Representatives to the Public Safety Committee.
 - 4) Public Welfare Committee
Common Council President Mayr recommended Aldermen Bach, Mayr and Parrish as the Aldermanic Representatives to the Public Welfare Committee.

- 5) Public Works Committee
Common Council President Mayr recommended Aldermen Bratt, Hansher and Tolocko as the Aldermanic Representatives to the Public Works Committee.
- 6) Economic Development Board
Common Council President Mayr recommended Alderman Gebhardt as the Aldermanic Representative to the Economic Development Board and Alderman Bratt as the Alternate.
- 7) Library Board of Trustees
Common Council President Mayr recommended Alderman Hansher as the Aldermanic Representative to the Library Board.
- 8) Park & Open Space Board
Common Council President Mayr recommended Alderman Bratt as the Aldermanic Representative to the Park and Open Space Board and Alderman Mayr as the Alternate.
- 9) Mequon-Thiensville Joint Bike & Pedestrian Way Commission

b) Common Council Confirmation by Majority Vote

MOTION:	Motion to Approve all nominations by Council President Mayr
MOVER:	Alderman Dale Mayr
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
DEEMED NO:	Alderman Bratt
RESULT:	Approved by Voice Acclamation

9) Designation of Official City Newspaper

a) Official Newspaper

MOTION:	Motion to approve News Graphic as the Official Paper
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Jeffrey Hansher

AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
DEEMED NO:	Alderman Bratt
RESULT:	Approved by Roll Call Vote

10) Mayoral and Aldermanic Appointments

MOTION:	Motion to approve all Mayoral and Aldermanic appointments
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
DEEMED NO:	Alderman Bratt
RESULT:	Approved by Voice Acclamation

11) Potential Closed Session:

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

MOTION:	Motion to enter into Closed Session at 7:11 pm
MOVER:	Alderman Gregg Bach
SECONDER:	Alderman Jeffrey Hansher
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt, Mayor Nerbun
DEEMED NO:	Alderman Bratt
RESULT:	Approved by Roll Call Vote

12) Adjourn

MOTION:	Motion to adjourn at 7:19 PM
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Kelly Tolocko
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman William Gebhardt
DEEMED No:	Alderman Bratt
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Aubrey Suppiger, Deputy Clerk



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Department of Community Development

ECONOMIC DEVELOPMENT BOARD
Regular Meeting
Tuesday, March 24, 2026 - 8:00 AM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Acting Chair Mike Kramer at 8:00 a.m.

Also present: Director of Community Development Kim Tollefson and Administrative Assistant Robin Buzzell

2) Approval of Meeting Minutes

MOTION:	Approve
MOVER:	Board Member Tracy Johnson
SECONDER:	Board Member Daniel Gannon
AYES:	Alderman William Gebhardt, Board Member Dennis Engel, Board Member Daniel Gannon, Board Member Michael Kramer, Board Member Tracy Johnson, Board Member Inge Plautz
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) Emergency Loan Fund Update

Director Kim Tollefson stated each year the Board reviews an annual Revolving Loan Fund report. As part of that, emergency loan funds were offered during the COVID-19 pandemic to support in keeping businesses in the community afloat. Most of the emergency loans have been paid back. There are two regular Revolving Loan funds that have an outstanding balance. Ozaukee Economic Development Executive Director, Kathleen Cady Schilling, who helps administer these programs, is reaching out to one business regarding a past payment. Otherwise, there is a healthy balance.

She reminded the Board that previously these funds were only available for gap financing. Now

the regulations are more broad and if there is a focus or specialized project, or public objective, or particular geographical area in need, the city has the ability to utilize those dollars in connection with this Board establishing what the program should be, what are the objectives are and how the funds would be made available. She encouraged the Board to think about other ideas about how to use these funds and discuss that in the future.

The Board discussed some ideas about how and where to use the available funds and how it could be an aid as an economic tool for local businesses.

The Board asked about the process of how and when delinquent accounts are contacted. Dir. Tollefson answered that Ms. Schilling from OED handles that communication as she is the person that administered the paperwork for the loan. Dir. Tollefson offered to connect with the finance department as well as Ms. Schilling to establish triggers when there are delinquencies related to the loan funds.

4) REVPAR Hotel Room Tax

Dir. Tollefson stated that the analysis has been received, and it is straightforward and easy to comprehend. They used the same comparable market that was used in the first market study to determine if there was demand for a hotel in the city. They compared the taxes being generated, and the revenue generated from that same set of hotels in the same geographical competitive market. Then they broke it down by county and by hotels. Per the market survey included in the Board packet, it shows that Mequon has the lowest tax generation in the market from the three hotels in the city. She added that even if a 5% or 8% lodging tax was implemented, Mequon would still be one of the two lowest taxing municipalities in the geographical study. Projections of value were included in the analysis at these rates over the next 10 years based on historical data, occupancy rates and room costs. Dir. Tollefson commented that there is an opportunity to achieve some additional revenue for the city.

There was additional discussion about how tourism money is divided between the varying entities and the next steps for the implementation of a hotel tax.

It was acknowledged by Ald. Gebhardt and Dir. Tollefson that it was productive and proactive to engage the consultant to provide the requested information in a timely and efficient manner so that the Board could make decisions on Board objectives.

There was consensus from the Board to keep the room tax implementation effort moving forward.

5) Port Washington Road Market Analysis Recommendations & TID No. 4 and No. 5

Dir. Tollefson stated that the Port Washington Road market analysis recommendations and action steps were provided in the packet. The next step is reaching out to brokers and developer firms that may be interested in doing some work in the area. In the market analysis, there are a number of sites that the consultant felt would be more ripe for redevelopment for one reason or another. They suggested a priority list of the 13 targeted sites that may be more ready than others. She suggests starting with the higher priority sites and having Board members, along with staff do outreach. This includes developing a list of the correct contact person for each site, coordinating a meeting to educate the property/business owner about what the city has been working on as well as all the tools available to them, understanding their short-term and long-term plan and accessing whether there is an opportunity for a partnership and if and how the city could help.

Once a few meetings have been conducted, a response to the property owners could include how the city may be able to facilitate reinvestment or redevelopment. She suggests that once an understanding of the property owners is obtained, a roundtable discussion with brokers and developers can take place to share the information about potential partnerships and support from outside agencies (M7, WEDC, etc.).

She asked the Board for volunteers to do outreach with her as well as volunteers to work on the roundtable invitees and format.

The Board discussed some of the specific targeted properties and possible opportunities for these sites.

The Board confirmed support in moving forward with the subcommittees to do outreach and to compile the necessary list of contacts, brokers and developers.

6) Staff Updates

Dir. Tollefson gave an update about various development projects.

7) Announcements

The next meeting is Tuesday, April 28, 2026, at 8:00 a.m.

8) Adjourn

MOTION:	Adjourn
MOVER:	Board Member Inge Plautz
SECONDER:	Board Member Daniel Gannon
AYES:	Alderman William Gebhardt, Board Member Colin Boyd, Board Member Dennis Engel, Board Member Daniel Gannon, Board Member Michael Kramer, Board Member Tracy Johnson, Board Member Inge Plautz
NAYS:	None

RESULT:	Approved by Voice Acclamation
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The meeting concluded at 9:24 a.m.

Respectfully Submitted,
Robin Buzzell, Administrative Assistant



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Office of the City Administrator

FESTIVALS COMMITTEE
Regular Meeting
Monday, February 16, 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 6:30 p.m.

Present: Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Johnson (departed at 6:51 p.m.), Member Liljegren, Member Mchenry, Member Wirth

Not Present: Member Luchins, Member Nerbun

Also Present: Assistant City Administrator Wolff, Mequon Nature Preserve Executive Director Thiel, Executive Assistant Kong

2) Personal Appearance and Public Comment

Citizens wishing to address the Committee on any item not on the agenda may do so at this time. To speak or have your opinion recorded, please register your name and address with the Staff Liaison for the Festivals Committee. Time limit is 5 minutes.

Kristin Thiel, Executive Director of the Mequon Nature Preserve, was present and was interested in finding ways to partner with the Festivals Committee for upcoming events. Her team can help coordinate nature-centered activities.

Member Hohn had spoken with Connie Pukaite who works with local volunteers to see if any of them would be interested in attending a meeting or volunteering at future events.

3) Approval of Meeting Minutes

a) Meeting minutes of January 19, 2026

MOTION:	Motion to approve the meeting minutes of January 19, 2026
MOVER:	Member Lisa Liljegren
SECONDER:	Member Jenne Hohn
AYES:	Chair Miranda White, Vice Chair Deanna Conaty, Member Brett Benson,

	Member Jenne Hohn, Member Tracy Johnson, Member Lisa Liljegren, Member Laeh Mchenry, Member Janet Wirth
RESULT:	Approved by Voice Acclamation

4) Committee Chair Update

Chair White shared that the topics of Redbud and Winter Wonderland were put on the agenda for this month to allow adequate notification to the community that the committee had discussed pausing them at the January meeting. At that time, the Committee had discussed the decreasing attendance at Winter Wonderland, cold/unpredictable weather issues and new events being held the same weekend as some additional factors that went into their plan to pause those two events.

5) Action Items

a) Redbud Festival

Chair White moved to cancel Redbud Festival for 2026. The Committee will discuss a second or third festival after determining the time and resources needed to make those events happen.

MOTION:	Motion to cancel the Redbud Festival in 2026
MOVER:	Chair Miranda White
SECONDER:	Member Tracy Johnson
AYES:	Chair Miranda White, Vice Chair Deanna Conaty, Member Brett Benson, Member Jenne Hohn, Member Tracy Johnson, Member Lisa Liljegren, Member Laeh Mchenry, Member Janet Wirth
NAYS:	None
RESULT:	Approved by Voice Acclamation

b) Winter Wonderland

Chair White also moved to cancel Winter Wonderland and find other potential events that can help provide a family friendly event for the community.

MOTION:	Motion to cancel Winter Wonderland for 2026
MOVER:	Chair Miranda White
SECONDER:	Member Laeh Mchenry
AYES:	Chair Miranda White, Vice Chair Deanna Conaty, Member Brett Benson, Member Jenne Hohn, Member Tracy Johnson, Member Lisa Liljegren, Member Laeh Mchenry

NAYS:	Member Janet Wirth
RESULT:	Approved by Roll Call Vote

c) Second event for 2026

The Committee discussed several different ideas such as a movie night with an outdoor screen as a second event in the Summer. This would provide a nice family activity with limited "movie-theme" vendors. Vice-Chair Conaty suggested working with local restaurants for a special for that evening to promote the local businesses as well. The Committee also talked about how this can be a unique opportunity to get the community out and gathering in a fun way. People can bring their own blankets and chairs. An outdoor movie may have to start a little later depending on when dusk falls.

Another way to connect with the community would be to coordinate with the Library for a kickoff of the Summer Reading Program and have a smaller band, a few activities and plan for time that the pool would also be open.

Member Wirth suggested creating some kind of business scavenger hunt to get community members into the local businesses and submit a photo. When they complete the scavenger hunt, there can be a prize or gathering to celebrate completing it. Another idea was an event similar to "Doors Open Milwaukee" where buildings are open later or are open to the public when they normally would not be. It would be nice to have some kind of event with public art or something along the River walk.

Another summer event would be something that would promote the River usage such as a planned kayak tour or camping event. An idea was shared to hold a "community farmer's market" where community members sign up to bring something to pass (bread, handmade candles, soap, treats, crafts) that all participants can select and swap at this event. This was inspired by a Instagram post on this type of event. This would help showcase some cottage businesses but also allow the community to gather and share items at this event. It may also be an opportunity to sell or use the Mequon tote bags that were created for Redbud.

Members asked about combining a tree lighting event on the same night that Thiensville hosts their event. Maybe businesses could be encouraged to decorate windows or trees along the street on that same evening.

6) Discussion Items

Member Liljegren summarized the band selections that were contacted to play at Taste of Mequon. At the January meeting, the Committee voted to allow Member Lilegren to find and book the three bands within the budget of \$6200 (the amount spent for bands at Taste in 2025). She booked the Taxmen, Dirty Rotten Scoundrels and Noisy Neighbors for an estimated \$4600. With confirmation from the Committee, they will be sent contracts and W9s to have them finalized.

MOTION:	Motion to approve the band line up within the budget allocated
MOVER:	Chair Miranda White
SECONDER:	Member Janet Wirth
AYES:	Chair Miranda White, Vice Chair Deanna Conaty, Member Brett Benson, Member Jenne Hohn, Member Lisa Liljegren, Member Laeh Mchenry, Member Janet Wirth
NAYS:	Member Tracy Johnson (Deemed No)
RESULT:	Approved by Voice Acclamation

7) Work Plan

- a) Outreach to sponsors and vendors for Taste of Mequon (members to select 4 or 5 of each and follow up regarding participation).

Chair White reviewed the list of past sponsors and asked members to select three or four sponsors to follow up with businesses or people on the list to follow up with them. Emails had been sent to all on January 23, 2026. Committee members reviewed the list and selected several sponsors to contact. If a business wants to have a booth space, they either have to provide an activity for the children's area. They cannot just hand out flyers or try to promote their services.

The Committee reviewed the past children's activities and requested that those events end between 5 or 6 pm. The Committee also looked at reaching out to see if sponsors want to cover the costs for a specific activity as well.

8) Next Meeting Date and Time

The next meeting of the Festivals Committee will be on Monday, March 16, 2026, at 6:30 p.m.

9) Adjourn

MOTION:	Motion to adjourn at 7:28 p.m.
MOVER:	Chair Miranda White
SECONDER:	Member Brett Benson
AYES:	Chair Miranda White, Vice Chair Deanna Conaty, Member Brett Benson, Member Jenne Hohn, Member Lisa Liljegren, Member Laeh Mchenry, Member Janet Wirth
NAYS:	Member Tracy Johnson (Deemed No)
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant - Communications



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Office of the City Administrator

**FESTIVALS COMMITTEE
Regular Meeting
Monday, March 16, 2026 - 6:30 PM
North Conference Room**

Minutes

The meeting was cancelled due to inclement weather by Chair White. The rescheduled date of the meeting was set for Tuesday, March 24, 2026, at 6:30 p.m.



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Office of the City Administrator

**FESTIVALS COMMITTEE
Regular Meeting
Tuesday, March 24, 2026 - 6:30 PM
North Conference Room**

Minutes

The meeting could not be held due to lack of quorum. A rescheduled date was set up for Monday, March 30, 2026, at 6:30 p.m.



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Office of the City Administrator

**FESTIVALS COMMITTEE
Regular Meeting
Monday, March 30, 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 6:33 p.m.

Present: Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth.

Not Present: Member Benson, Member Johnson and Member McHenry.

Member Luchins stepped down from the Committee as of March 25, 2026.

Also present: Executive Assistant Kong and interested public.

2) Approval of Meeting Minutes

a) Meeting minutes of February 16, 2026

MOTION:	Motion to approve the meeting minutes
MOVER:	Chair White
SECONDER:	Vice Chair Conaty
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

3) Committee Chair Update

Chair White has been in contact with a person that can assist in planning a 5K race for Mequon that could end at the Taste of Mequon grounds. She had reached out to City staff to determine what issues or concerns would need to be considered for planning a race. The main concerns were surrounding the route (avoiding major roadways) and staffing with volunteers along the route. The Committee agreed with the idea and asked Chair White to continue pursuing the option and getting more information.

4) Action Items

- a) Review current sponsors (PWSB, Kohler CU, Hawkins Ash, Sendiks, Jr Womens, Annex) and receive any updates from Committee Members on outreach.

The Committee reviewed the current list of paid and committed sponsorships. Member Nerbun was reaching out to Sommer's Subaru and would provide additional information at the next meeting. They would like to sponsor and would display 2-3 cars in front of City Hall during Taste of Mequon. Member Hohn would reach out to the MT Rotary Club.

- b) Review current vendors that have applied for Taste of Mequon (AtoZ Apothecary, Kinsley's Krafts, PRPL Swan, FredAstaire, Christ Alone, Mathnasium, S&T Cuisine Food Truck, That Taco Guy, WI Fried Cheese Curds, The Nutman, Cafe Hollander).

The Committee approved all of the vendors listed that have applied and paid so far as they were all past vendors. They reviewed the information for a new vendor, Schnee Cones, and would approve that vendor once they submit payment. Ice Tea Spot was also approved but they have not yet submitted payment.

- c) Review current budget and allocate for Main Stage, Children's Stage, PortaJohn, Sound & Lighting, Dumpster, Bus / Transportation, Balloon Twister, Face Painter, any additional activity options.

The list of estimates based on 2025 expenses were reviewed. The Committee asked for a new estimate with a smaller stage (based on 2024 not 2025) and possibly a platform versus a full stage for the Children's Area. Member Wirth provided updates on the estimates she found for several children's activities.

MOTION:	Motion to approve face painting with Poison Apple for \$500
MOVER:	Chair White
SECONDER:	Vice Chair Conaty
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to contract with Bingo the Clown for \$500
MOVER:	Chair Miranda White
SECONDER:	Vice Chair Deanna Conaty
AYES:	Chair White, Vice Chair Conaty, Member Jnne Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to hire a caricature artist within a budget of \$800
MOVER:	Chair White
SECONDER:	Member Hohn
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Committee Member Wirth
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to approve Nick's Kid Show for \$450
MOVER:	Chair White
SECONDER:	Member Hohn
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to allot \$400 toward new signage and \$100 toward poster/flyers
MOVER:	Chair White
SECONDER:	Vice Chair Conaty
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

d) Approve date and budget for second event for Summer 2026

Vice Chair Conaty presented the cost for a Family Movie Night using the baseball field behind City Hall. She quoted out two vendors and recommended Fun Flicks because of the LED screen that would allow for an earlier start time for a movie. The Committee reviewed the options and agreed on using Fun Flicks and budgeting the money needed for the movie night. Fun Flicks uses a screen up on a trailer and provides their own power with a generator. A small selection of vendors can be invited to sell at the event (popcorn, ice cream, adult beverages).

MOTION:	Motion to approve a budget of \$3500 for a movie night
MOVER:	Chair White
SECONDER:	Member Liljegren

AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

MOTION:	Motion to set the Movie Night Date as Friday, June 26, 2026 with movie selection at the discretion of the Chair and Vice Chair
MOVER:	Member Nerbun
SECONDER:	Member Hohn
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

5) Discussion Items

The possibility for a combined Tree Lighting with Thiensville was discussed; however, a holiday event would need to be reviewed at a future meeting of the Festivals Committee. With Member Luchins stepping down, there are now up to two spots open for additional members. It was asked that a request for applicants be posted in the City Bulletin and on Facebook to encourage people to apply.

6) Next Meeting Date and Time

The next meeting will be scheduled for Monday, April 20, 2026, at 6:30 p.m.

7) Adjourn

MOTION:	Motion to adjourn at 7:30 p.m.
MOVER:	Chair White
SECONDER:	Member Wirth
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Liljegren, Member Nerbun, Member Wirth
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant



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www.cityofmequonwi.gov

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Regular

Tuesday, March 10, 2026 - 5:45 PM

North Conference Room

Minutes

1) Call to Order and Roll Call

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

Present: Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Alderman William Gebhardt.
Alderman Brian Parrish arrived at 5:48 p.m.

Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk, Jessica Wolff, Assistant City Administrator, Kristen Lundeen, DPW Director/City Engineer, Brian Sajdak, City Attorney, Matthew Fortini, IT Manager and Michael Gardner, Ray's Wine & Spirits.

2) Approval of Meeting Minutes

a) Meeting minutes of February 10, 2026

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

3) License Applications

a) March 2026 Licenses

MOTION:	A Motion to Approve the License Applications
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MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Robert Strzelczyk
AYES:	Alderman Robert Strzelczyk, Alderman William Gebhardt
NAYS:	Brian Parrish - Absent
RESULT:	Approved by Voice Acclamation

4) Vouchers Paid

a) February 2026 Vouchers Paid List

MOTION:	A Motion to Approve the February 2026 Vouchers Paid List
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	
RESULT:	Approved by Voice Acclamation

5) 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

MOTION:	A Motion to Approve Resolution 4269
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	
RESULT:	Approved by Voice Acclamation

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

Assistant Administrator Wolff introduced the resolution and explained the need for the City server and why the agreement needed to be ratified at this time.

MOTION:	A Motion to Approve Resolution 4270
MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Robert Strzelczyk
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	
RESULT:	Approved by Voice Acclamation

- 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

DPW Director Lundeen explained the proposed fee schedule amendments related to field rentals and the swimming pool super pass.

MOTION:	A Motion to Approve Resolution 4271
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	
RESULT:	Approved by Voice Acclamation

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

Assistant Administrator Wolff introduced the resolution. Establishing a new position within the Engineering Division creates a pathway towards vertical advancement within the organization. The creation of this position does not increase the Full-Time Equivalent (FTE) count.

MOTION:	A Motion to Approve Resolution 4272
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt

NAYS:	
RESULT:	Approved by Voice Acclamation

6) Discussion Items

- a) Finance-Personnel Work Plan

7) Adjourn

A motion to adjourn was made at 6:25 p.m. by Alderman Gebhardt, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



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www.cityofmequonwi.gov

Parks and Forestry Department

**PARK AND OPEN SPACE BOARD
Regular Meeting
Wednesday, March 25, 2026 - 6:30 PM
South Conference Room**

Minutes

1) Call to Order and Roll Call

This meeting was called to order by Chair Cain at 6:34 p.m.

Present:

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

Also Present: Buildings and Grounds Superintendent Bodoh, DPW Administrative Assistant Honeck

2) Approval of Meeting Minutes

a) Meeting minutes of January 21, 2026

MOTION:	Approval of January 21, 2026 Minutes
MOVER:	Board Member Steven Kulick
SECONDER:	Board Member James Lysaught
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None

RESULT:	Approved by Voice Acclamation [Unanimous]
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b) Meeting minutes of March 18, 2026

MOTION:	Approval of March 18, 2026 Minutes
MOVER:	Board Member Steven Kulick
SECONDER:	Board Member James Lysaught
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

3) **Personal Appearances and Public Comment**

Citizens wishing to address the POSB 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. 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 South Conference Room.

4) **Action Items**

a) 2026 Banner Agreement Homestead Baseball at Rennie Field

The board approved the 2026 banner agreement for Homestead High School Baseball at Rennie Field. Staff confirmed the agreement aligns with City sign regulations and that all banners will be individually reviewed for size, color, and condition before placement.

MOTION:	Approval
MOVER:	Board Member David Wolfson
SECONDER:	Board Member Harlan Balkansky
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- b) 2026 Banner Agreement for Mequon Mayhem at River Barn Park Fields #1, #2, and #3

MOTION:	Approval
MOVER:	Board Member Harlan Balkansky
SECONDER:	Board Member David Wolfson
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- c) 2026 Banner Agreements for HEAT/MTLL at Rotary Park Schmit and South Fields

MOTION:	Approval
MOVER:	Board Member Harlan Balkansky
SECONDER:	Board Member Steven Kulick
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- d) 2026 Banner Agreement for BOSS at Lemke Park Fields Blue and Orange

MOTION:	Approval
MOVER:	Board Member David Wolfson
SECONDER:	Board Member Harlan Balkansky
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

5) Informational Items

- a) Amendments to the City of Mequon Fee Schedule for the Fiscal Year of 2026, Related to Athletic Field Fees Charged to Season Users and All Other Users

The board reviewed staff's update to the 2026 athletic field fee schedule, which increases transparency and simplifies how field maintenance costs and usage fees are calculated for season user groups and all other users. No board action was required, as the amendments were already approved by the Common Council.

6) Discussion Items

- a) 2026 Work Plan

The board reviewed the draft 2026 Work Plan and staff will confirm the April 22, 2026, meeting date and follow up with members to finalize scheduling.

7) Adjourn

Motion to adjourn at 7:12 p.m.

MOTION:	Adjourn
MOVER:	Board Member Steven Kulick
SECONDER:	Board Member Harlan Balkansky
AYES:	Chair Jason Cain, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member David Wolfson
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

Respectfully Submitted,
Kaitlynn Honeck
DPW Administrative Assistant



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

www.cityofmequonwi.gov

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, March 23, 2026 - 6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Acting Chair Alderman Rob Strzelczyk at 6:00 p.m.

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

2) Meeting Minutes Approval of February 23, 2026

MOTION:	Approve
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner Nancy Urbani
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) Consent Agenda

- a) Fox Nest LLC. The applicant is seeking certified survey map approval for the properties located at 13376 & 13400 N. Silver Fox Drive.
- b) Granville Ridge LLC. The applicant is seeking minor request approval to allow for 15,000 C.Y. of fill for a 13-lot conservation subdivision on 60 acres for the properties located at the northwest corner of Granville and Mequon Roads and the west portion of 11449 N. Farmdale Road.
- c) Groth Design Group for Concordia University - School of Nursing. The applicant is seeking building and site plan amendment to allow for a building addition to the existing School of Nursing for the property located at 12800 N. Lake Shore Drive.

MOTION:	Approve the Consent Agenda (3 items)
MOVER:	Architect Martin Choren
SECONDER:	Alderman Brian Parrish
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

- a) Almo Corporation LP. The applicant is seeking conditional use grant, building and site plan amendment, and master sign plan approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road **[Remove from table]**.

MOTION:	Motion to open a public hearing
MOVER:	Alderman Brian Parrish
SECONDER:	Commissioner Nancy Urbani
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

No Public Comment

MOTION:	Close Public Hearing
MOVER:	Architect Martin Choren
SECONDER:	Commission John Stoker
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

Asst. Dir. Jac Zader stated that there was a lengthy discussion regarding this item at the previous Commission meeting in February. At that meeting, the Commission made a determination that the existing use is a conditional use. The applicant has submitted information, as late as today, that is somewhat conflicting. He explained that the original request was to install a gate along Donges Bay Road and to place barriers in the interior east interior parking lot to prevent trucks from idling there. There is also a gate at the south of the building between the two tenant bays. The new plan submitted today already has some of the barriers installed, it shows the use of the existing gate with concrete barriers preventing access to the interior east parking area. Staff believe this simply moves the issue to the north, allowing trucks to possibly idle closer to the recently approved Donges Cove development.

Asst. Dir. Zader met with the applicant and shared a site plan he created that shows a gate installed about 100 ft in from Donges Bay Road to avoid any trucks blocking Donges Bay Road. This would need to be manned or remotely manned from the building to allow trucks access to the site. Landscape islands would be required to be installed to prohibit access to the interior east parking lot. There are a few areas on site that staff request be cleaned up where there are missing trees. Staff require a formal landscaping plan to address additional areas where landscaping is recommended. The staff report is based off the site plan created by staff.

The submitted master sign plan ("MSP") shows 24 signs which includes many regulatory signs that are not typically included in a MSP. Staff recommend tabling this approval until the site plan can be decided upon.

Regardless of the site plan chosen, a number of conditions have been added to the CUG including:

- Trucks shall not remain parked on the premises after loading or unloading.
- Delivery trucks shall not idle during loading or unloading.
- There shall be no truck traffic to or from the site outside the listed business hours.

Staff would like a list of the Saturday dates that the applicant will be open and operating. It is also recommended that the staff site plan be implemented by June 30, 2026, for the first phase. The second phase would need to include the wetland delineation, which won't occur for a few months until the growing season (condition #9 to return to the Commission once the issue is addressed

by the DNR).

Staff recommend approval of the staff site plan, but additional conditions may need to be added depending on the Commission's decision of which site plan is approved.

The applicant is represented by Attorney Brian Randall as a representative for Almo Corporation. He stated that they had a quick turnaround from the meeting last month to get a new plan submitted for this meeting. They proposed a gate located at the entrance to the site at Donges Bay Road with a gate that could be closed when the site is not operational. It appears that most of the issues of trucks idling on site occur during non-business hours (per the police call log included in the packet pgs. 100-101).

The business owner's regional manager, John, explained that they share the concern about the complaints from the neighbors. They have already placed concrete barriers in the interior southeast parking lot so that trucks are not able to access the site. He proposes replacing and reinstalling the gate at the northeast corner of the site with access control and directing the trucks off the property through another series of concrete barriers. This would eliminate the need for a 24-hour patrol. They collectively request to continue their mitigation efforts for the next 30 days to monitor the success of the implemented changes.

There was discussion regarding the different locations to install the gate, the type of gate and general information about the operations on site.

Commissioner Urbani made a motion to table the Master Sign Plan

She made a motion to approve the CUG with the following changes and conditions:

- Staff Conditions #1- #4 & #9 to remain as is.
- #6 - north parking lot, north of the gate
- #7 - Amend the gate to be located at the property line & shall be electronic (staff to have some design authority)
- #8 - Amend landscaping plan to subject to staff review
- Gates to be closed when not operational
- Allow concrete barriers south of the interior parking lot fence

MOTION:	Approve the CUG and the site plan with changes to conditions
MOVER:	Commissioner Nancy Urbani
SECONDER:	Commissioner Bruce Barnes
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None

RESULT:	Approved by Roll Call Vote
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- b) Southland Industries for 5401 W. Donges Bay Owner LP. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road.

MOTION:	Open Public Hearing
MOVER:	Commissioner John Stoker
SECONDER:	Commissioner Rebecca (Becky) Schaefer
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

No public comment

MOTION:	Close Public Hearing
MOVER:	Commissioner John Stoker
SECONDER:	Commissioner Rebecca (Becky) Schaefer
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

Asst. Dir. Zader stated this is the same building as the previous item and the same conditions will apply to this item. Staff are supportive of this submittal.

MOTION:	Approve with same conditions as last item
MOVER:	Commissioner Martin Choren
SECONDER:	Commissioner John Stoker

AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

5) Regular Business

- a) Excel Engineering for Hat Trick Development LLC. The applicant is seeking rezoning recommendation from R-3 with CGO overlay to R-3/TDR/PUD, concept plan and preliminary plat addition approval to allow for 19 single-family lots for the property located immediately north of 8440 W. Donges Bay Road (Enclave at Mequon Preserve Phase X).

Asst. Dir. Zader stated this is relatively straight forward though there are many regulatory issues. He showed a map of the parcel and surrounding area. He explained that the applicant has an option on the parcel immediately to the west of the Enclave at Mequon Preserve subdivision, to extend Skylark Lane directly into their parcel and then create a cul-de-sac south of that road. The yield is 16- lots and the last 3 TDR credits will be used. They own 2 of the credits and they are purchasing 1 credit from an entity which they have a contract on. Staff is supportive of the use of the TDR credits. This development requires a rezoning recommendation as it will be incorporated into the existing Enclave development PUD.

He clarified that Condition #14 contains a typo in the staff report and the correction is: a minimum of 1900 square feet for a single-story and 2100 for a multi-story.

The proposal meets all the requirements of the TDR and R-3 zoning standards and staff are supportive of the development and recommend approval.

Public Hearing

Julianne Hunter - 8440 W. Donges Bay Road - is the neighbor directly south of the proposed development. She is pleased about the stormwater issues being addressed and does not want any runoff or erosion issues to affect her property. She is happy about the green space and the plantings. She wants to voice a concern regarding lighting early in the process. She is concerned about excess lighting adversely affecting their quality of light as well as the wildlife in the area. They do not object to any additional plantings or trees added to the site.

Asst. Dir. Zader stated the city does not regulate single-family lighting unless there are trespass lighting issues. There is a connection path between the two developments on the south end of the proposed parcel and a sidewalk is required on the north side of Skylark Lane.

MOTION:	Approve
MOVER:	Commissioner John Stoker
SECONDER:	Commissioner Nancy Urbani
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

- b) P2 Development Company, LLC. The applicant is seeking building and site plan approval for the five (5) properties located at 11030, 11020, and 10950 N. Buntrock Avenue, 11027 N. Weston Drive and the property immediately to the south.

Public Feedback

Kathy Burghardt - 6340 W. Industrial Drive - she owns the property on Industrial Drive south of the proposed development, and she wants to ensure the drainage is reviewed so that she will not get runoff to her property. She also wants to confirm that that vacant portion of her parcel is not restricted by the new development.

Asst. Dir. Zader stated this request is for building and site plan approval for the first phase of the proposed development, which consists of 58 row houses that previously received rezoning approval. Staff have met with the applicant numerous times and requested significant changes to the lighting, landscaping and site and all the changes have been made. The staff report does not reflect that the changes have already been completed. He showed the site plan and talked through a few of the features. He explained the second phase will only include the 3-story multi-use building along Weston Drive.

There are three different architectural designs that will be incorporated. Staff support the architecture submitted as well as the project as a whole.

Asst. City Engineer Cole McCraw explained there is an existing drain way through the site that will be reviewed to ensure the appropriate size piping is in place and the site will need to meet storm water management regulations.

There was some discussion about the traffic and pedestrian traffic in the area, sidewalks and acceleration/deceleration by-pass lanes.

MOTION:	Approve
MOVER:	Architect Martin Choren
SECONDER:	Commissioner John Stoker
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

- c) Mark LaLonde. The applicant is seeking minor request approval to allow for 36,200 C.Y. of for contaminated soil capping for the property located at 6529 W. Highland Road.

Asst. City Engineer McCraw stated the applicant is seeking approval for fill exceeding 1,000 C.Y. The application is for the first phase which includes 36,000 C.Y. of fill. There is an 11-phase plan for filling this 60-acre parcel. The first phase is on the northern half, which is the only area that does not contain wetlands as there is some floodplain to the south as well. The total overall request would be for 250,000 - 440,000 C.Y. of fill. That breaks down to 30,000 dump truck loads. The first phase is 2,500-3,000 truckloads. He showed the site plan and stated that the proposal is for 8-12 feet of fill in the highlighted area on the site plan (pg. 191).

There is contamination of the soil on site due to some of the historical uses; gravel mine and asphalt batch plant, which caused contamination to the groundwater and the soil. A letter from the applicant's environmental consultant in the packet outlines some of the measures taken to clean up the site. The fill would cap the contaminated area, which typically a 2-foot cap is recommended. Staff have some concerns regarding the requested 8–12 feet of fill for the entire site. The applicant mentioned residential development may be part of the long-range goal. Additionally, there has not been soil testing where septic systems could be placed yet. Staff have a concern that if the entire parcel has 8–12 feet of soil over it, it could potentially disturb or possibly destroy where the septic systems can be placed. This needs to be done first so as to not hinder the applicant further down the line.

Staff are not supportive of the fill outside submittal of a development plan. The soil cap may be more acceptable for staff approval. Some of the current changes recommended to the plan require additional information from the DNR and the applicant's environmental consultant. Specimen trees on site need to be included on any future site plan. He mentioned other considerations, such as each future phase would each require Planning Commission approval and each approval is only good for 1 year. The applicant has indicated that this is a multi-year endeavor. At the end of each approval term, the applicant would need to complete as-built what has been approved. Staff recommend tabling this request until additional information can be provided, including a

dedicated plan showing the actions on site for phase 1. The City Attorney recommends a development agreement to provide some protection for hauling operations on the streets, fill specifications, erosion control, etc. DNR clarification as to the increased thickness is also requested along with a haul map route for review.

The applicant, Mark LaLonde, stated the site is contaminated and contains a dozen monitoring wells. He explained that he does not have a plan currently as he simply wants to improve the site. The land was bought for recreation purposes for his kids to ride 4-wheelers during Covid. They have been cleaning the site, but it is an ongoing process. The filing will take years to complete. He wants to be able to accept fill as it becomes available. He believes that he has remained compliant and wants to remain compliant with city requirements. The 8–12 feet of fill is to ensure that the cap is not penetrated. He is disappointed that the staff recommendation is to table the request.

There was discussion about the steps the applicant has taken with the site, and questions from the Commission regarding timelines for filing the site.

MOTION:	Table
MOVER:	Alderman Brian Parrish
SECONDER:	Commissioner Rebecca (Becky) Schaefer
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Commissioner Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

6) Policy

Joint Extraterritorial Zoning Committee (JETZCO). The city is seeking three (3) Planning Commission members to serve on JETZCO related to two (2) zoning applications within the Town of Grafton.

Asst. Dir. Zader stated that the Mayor requests 3 Planning Commission volunteers to be part of the JETZCO committee. There will be 3 members from the City of Grafton as well. The Common Council voted to continue to partake in the extraterrestrial zoning decision-making. The proposals include a very dense development across Pioneer Road abutting Mequon. The meeting will be on the same night as the Planning Commission meetings.

Volunteer Commissioners: Schaefer, Barnes, Ellsworth

7) Announcements

The next meeting is Monday, April 27, 2026, at 6:00 p.m.

8) Adjourn

MOTION:	Adjourn
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner John Stoker
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Commissioner Bruce Barnes, Commissioner Martin Choren, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

The meeting concluded at 8:28 p.m.

Respectfully Submitted,
Robin Buzzell, Administrative Assistant



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www.cityofmequonwi.gov

Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Regular Meeting
Tuesday, February 10, 2026 - 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: Alderman Mayr, Alderman Bach, Alderman Parrish

Also present: Assistant City Administrator Jessica Wolff, Alderman Bill Gebhardt, Executive Assistant Beth Kong.

2) Approval of Meeting Minutes

a) Meeting minutes of January 13, 2026

MOTION:	Motion to approve the minutes
MOVER:	Alderman Gregg Bach
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

3) Ordinances: None

4) Resolutions

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

MOTION:	Motion to approve Resolution 4261
MOVER:	Alderman Gregg Bach
SECONDER:	Alderman Brian Parrish
AYES:	Alderman Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

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

MOTION:	Motion to approve Resolution 4262
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman Gregg Bach
AYES:	Alderman Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

5) Discussion Items

a) Deer population management

Assistant City Administrator Wolff summarized her findings since the January meeting and stated that an article had also been included in the *Weekly Bulletin* regarding deer safety and feeding. She gathered information about services provided by the United States Fish & Wildlife Services, which can include a drone survey of an area to help determine the current deer population. The cost for the drone service is \$1,800 for a small area (i.e., about 5 acres). She also reviewed options for culling services or the process if a special City hunting permit would be allowed in order to reduce the deer population.

The Committee discussed these options and determined that it would recommend adding \$5,000 in next year's budget to contract the drone service. This would help establish a baseline for the current population and get a better idea of the overall number of deer in the area. It may also be beneficial to provide more education to residents and establish a way to report issues or car/deer collisions to understand the severity and geographic extent of the deer-related issues.

6) Informational Items: None

7) Work Plan

a) 2026 Work Plan

8) Adjourn

MOTION:	Motion to adjourn at 5:41 p.m.
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MOVER:	Alderman Brian Parrish
SECONDER:	Alderman Gregg Bach
AYES:	Alderman Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant-Communications



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Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Regular Meeting
Tuesday, March 10, 2026 - 5:00 PM
South Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Dale Mayr at 5:00 p.m.

Present: Chair Mayr, Alderman Bach, Alderman Parrish

Also present: Assistant City Administrator Jessica Wolff, City Attorney Brian Sajdak, Executive Assistant Beth Kong and interested public.

2) Approval of Meeting Minutes

- a) Meeting minutes of February 10, 2026

MOTION:	Motion to approve the minutes.
MOVER:	Alderman Gregg Bach
SECONDER:	Alderman Brian Parrish
AYES:	Chair Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

3) Discussion Items

- a) Potential Revisions to Section 50-100 of the Municipal Code Related to Sex Offender Residency Restrictions and Child Safety Zones

City Attorney Sajdak led the discussion by explaining that it was time to review the City's ordinance as it relates to sex offender residency restrictions since he continues to see a number of cases related to standards in ordinances across other municipalities. It is important to review the effectiveness of current ordinances and consider any matters of constitutionality. He believes the City should continue to have residency restrictions as they provide a way to guide decisions and avoid some of the concerns that can arise.

The current model used to set the distance "away from where children may be present" was determined for the City of Mequon based on similar models used by other similar-sized municipalities. The City also has an ad hoc appeal board to provide due process for sex offenders who wish to appeal their case. City Attorney Sajdak believes the current process does provide an adequate means of review and appeal.

He then explained the term "ex post facto" as it relates to consideration of factors that were in place before and after Mequon's current Code was in place. He recommends adjusting the language in the code as it relates to "ex post facto." While the ad hoc review board would be able to consider ex post facto as part of its decision, the current guidelines do not explicitly outline that process.

Alderman Parrish asked about the process if the City wanted to increase the current restrictions to 3,000 feet. City Attorney Sajdak said that any changes to the guidelines would need to consider the potential impact to the current housing stock available so as not to conflict with the available guidelines. Chair Mayr asked about the possibility of adding wording to specify the distance a sex offender would need to be from a victim when within the City of Mequon.

The Committee was agreeable to four recommendations made by City Attorney Sajdak: to maintain the residency restriction, to analyze the percentage of housing available (and any changes if the restrictive distance was increased), to amend the ordinance to avoid ex post facto challenges, and to remove the original domicile clause within the ordinance. Next steps would be to analyze the changes with City staff and bring the ordinance back later this year for review and approval.

b) Review and Analysis of the 2025 Community Survey Results

Assistant City Administrator Wolff outlined the main themes that were identified in the open-ended comments provided in the 2025 Community Survey. Some of the top themes included areas that the City has already been working to address: bike path and pedestrian initiatives, traffic and speeding concerns, walkable areas and a downtown space (Mequon Commons), brush site improvements and online permitting and licensing software projects.

Since time fell short for discussion of this item, it will be brought forward again to a future Public Welfare Committee meeting in order to discuss the list of recommendations. Some topics that were raised included preparing a City Communications Plan (to go along with the existing Communications Policy) and exploring garbage and recycling services. One request was that services be restricted to a few days of the week so different provider's garbage trucks are not continuously driving through various neighborhoods.

4) Informational Items

5) Work Plan

A discussion of the 2026 Work Plan will be brought forward to the April meeting.

6) Adjourn

MOTION:	Motion to adjourn at 5:50 p.m.
MOVER:	Alderman Gregg Bach
SECONDER:	Chair Dale Mayr
AYES:	Chair Dale Mayr, Alderman Gregg Bach, Alderman Brian Parrish
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant



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www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE
Regular Meeting
Tuesday, March 10, 2026 - 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: Deputy Director of Public Works Weyker, Buildings and Grounds Superintendent Bodoh, Director of Community Development Tollefson, Assistant Director of Community Development Zader, Assistant City Engineer McCraw, DPW Administrative Assistant Honeck

2) Approval of Meeting Minutes

a) Meeting minutes of February 10, 2026

MOTION:	Approval of February 10, 2026 Minutes
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

3) Resolutions

- a) **RESOLUTION 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

Assistant City Engineer McCraw reviewed the rebid for the Port Washington Road streetscaping project. Committee members asked about the right-turn lane at Donges Bay Rd; staff clarified it is fully designed but not included in the current project. Staff also confirmed the city will maintain the new LED streetlighting. The committee approved the contracts with Wil-Surge Electric and Harwood Engineering Consultants.

MOTION:	Approval of Resolution 4273
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Kelly Tolocko
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- b) **RESOLUTION 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

Assistant City Engineer McCraw reviewed the first phase of the Lakeshore Drive reconstruction project, noting design refinements that reduced tree and grading impacts and helped lower costs through assistance from the Highway Department. The committee approved the contract with Payne & Dolan and the related project expenses.

MOTION:	Approval of Resolution 4274
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- c) **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

Buildings and Grounds Superintendent Bodoh reviewed the three-year landscape maintenance contract for medians and other public properties. The committee approved the contracts with SMB Landscape Contractors.

MOTION:	Approval of Resolution 4275
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- d) **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

Deputy Director of Public Works Weyker reviewed the purchase of a new snowplow, wing package, salt spreader, V-box, and brine system to equip an existing chassis. Staff explained this equipment will improve anti-icing capabilities and overall winter operations. The committee approved the purchase and associated components.

MOTION:	Approval of Resolution 4276
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Kelly Tolocko
AYES:	Chair Jeffrey Hansher, Alderman Kelly Tolocko, Alderman Peter Bratt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

4) Discussion and Possible Action

- a) 2026 Work Plan

5) Adjourn

Motion to adjourn at 6:18 p.m.

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

Respectfully Submitted,
Kaitlynn Honeck
DPW Administrative Assistant



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

www.cityofmequonwi.gov

Sewer Utility District Commission
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Regular Meeting
Tuesday, March 10, 2026 - 7:15 PM
Or Immediately Following the Mequon Municipal Water Utility Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 8:27 p.m.

Present:

Commissioner Andrew Nerbun
Commissioner Robert Strzelczyk
Commissioner Kelly Tolocko
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Gregg Bach
Commissioner Brian Parrish
Commissioner Peter Bratt
Commissioner William Gebhardt

Also present: City Administrator William Jones, Assistant City Administrator Jessica Wolff, City Attorney Brian Sajdak, City Clerk Caroline Fochs, City Engineer Kristen Lundeen, Director of Operations – Water Utility Voigt, and Wastewater Superintendent Weinrich.

2) Approval of Meeting Minutes

a) Meeting minutes of November 4, 2025

MOTION:	Approval of November 4, 2025 Minutes
MOVER:	Commissioner Peter Bratt
SECONDER:	Commissioner Robert Strzelczyk

AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

3) Resolutions

- a) **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

MOTION:	Approval of Resolution 4277
MOVER:	Commissioner Gregg Bach
SECONDER:	Commissioner William Gebhardt
AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

- b) **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

MOTION:	Approval of Resolution 4278
MOVER:	Commissioner Dale Mayr
SECONDER:	Commissioner Jeffrey Hansher
AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner

	Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

4) Adjourn

Motion to adjourn at 8:29 p.m.

MOTION:	Adjourn
MOVER:	Commissioner Jeffrey Hansher
SECONDER:	Commissioner Peter Bratt
AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

Respectfully Submitted,
Kaitlynn Honeck
DPW Administrative Assistant



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Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: May 12, 2026
SUBJECT: RESOLUTION 4286 - A Resolution Approving a Development Agreement Related to Hauling and Filling with 6529 W Highland LLC

Background

The applicant, 6529 W Highland LLC, is requesting approval for a Development Agreement (DA) at 6529 West Highland Road. The total filling volume proposed is 36,200 cubic yards (CY), which is proposed as the first of several phases. The ultimate request for the property includes full-site filling with 440,000 CY of fill, intended to cap the site from environmental contaminants ahead of potential future development. The fill is proposed to be placed in approximately an 8 to 12-foot depth over the ~30 acres of non-wetland area of the property. The first phase would fill 2-3 acres.

A development agreement is required to formally protect City streets from damage and define other technical requirements of the work. The DA also defines any other obligations and indemnifications as determined by the City Attorney. The DA would govern work in the first phase of this project.

The 63-acre property has several previous uses that contributed to various forms of soil contamination, including an asphalt batch plant, a sand and gravel mine, a shooting range, and potentially a fill site for construction debris, foundry sand, fly ash, and soil. Correspondence with the WDNR shows that remedial actions are required on the site. The WDNR expectation, as summarized by FEC, includes covering/capping the entire fill area per WDNR requirements.

The applicant provided a phased plan that divided the ultimate grading plan into 11 areas. Each phase appears to propose 8 to 12 feet of fill over 2-4 acres of the property.

Analysis

Please see the attached draft agreement for the development. The City's template development agreement was utilized, which further reviewed and modified by Engineering staff. The Planning Commission recommended approval of the Development Agreement on April 27, 2026.

Planning Commission fill approval and the City-issued fill permit will be valid for one year. Before the end of the permit term and the condition of the fill permit issuance, the applicant must

submit an as-built grading record meeting the approved grading plan and conforming to Section 8.4 of the City's Standard Specifications for Land Use Development (SSLD). At that point, if the applicant wishes to proceed with further phases, Planning Commission approval will be required. It is anticipated that the applicant will request authorization of additional phasing, which will also come to the Planning Commission for approval. If the implementation of multiple phases overlaps, the requirements for completion of each individual phase and administration of requirements for new phasing will be addressed through an amendment to the initial development agreement, or through authorization via a separate agreement.

As noted, the development agreement is based on the City's standard template language and has been reviewed by the City Attorney.

Fiscal Impact

This item has a neutral fiscal impact.

Recommendation

The Planning Commission recommended approval on April 27, 2026, by a vote of 8-0.

Attachments:

LaLonde Development Agreement

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4286

RESOLUTION 4286 - A Resolution Approving a Development Agreement Related to Hauling
and Filling with 6529 W Highland LLC

RECITALS

A. The property owner, 6529 W Highland LLC, is requesting a Development Agreement with the City of Mequon for a development at 6529 West Highland Road, which involves hauling, filling, and grading to cap the property over environmentally contaminated soils.

B. The Planning Commission recommended approval of the Development Agreement for the property on April 27, 2026.

C. The Development Agreement provides requirements for the work 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 with 6529 W Highland LLC 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: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk

Document Number	DEVELOPMENT AGREEMENT Document Name	
THIS DEVELOPMENT AGREEMENT (“<u>Agreement</u>”) is made as of _____, 20__, by _____ (the “<u>Developer</u>”) and the City of Mequon, a municipal corporation (the “<u>City</u>”). RECITALS A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “<u>Property</u>”). B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “<u>Code</u>”) 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 terms and conditions of the Development. D. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.		Recording Data Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092 Parcel Identification Number

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. It is not anticipated that this Development will necessitate the construction or dedication of public improvements. Accordingly, for purposes of this Agreement, “Improvements” means any and all improvements in the Development as required by this Agreement or dictated by the proposed development plan. For purposes of this Agreement, the term “Improvements” does not include 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 approval or conditional approval by the Planning Commission on April 27, 2026.

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 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 plans shall be used and kept current during all phases of construction.

CONSTRUCTION REQUIREMENTS

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

10. 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.

11. 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.
12. 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.
13. 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.
14. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.
15. 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.
16. 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.

17. 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.

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

19. 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, 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. 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.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

20. 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.

(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. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) upon completion of the Development.

(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 any 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 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) or any 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 or 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 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 Developer or its successors and assigns 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. 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.

OBLIGATIONS OF BUILDER/LOT OWNER

21. 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.

22. 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.

23. 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.

WARRANTIES AND INDEMNIFICATIONS

24. 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 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 completion of the 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.

25. 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.

26. 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

27. 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.

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

29. 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 \$15,000 (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial

Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

30. 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.

31. 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.

32. 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.

RELEASE

33. 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.

DEFAULTS

34. 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.

35. 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,

36. 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.

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

GENERAL PROVISIONS

38. 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).

39. 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.

40. 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.

41. 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.

42. 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.

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

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

45. 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

Legal Description



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

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Natalie Redding, Planner
DATE: May 12, 2026
SUBJECT: ORDINANCE 2026-1691 - An Ordinance Approving the Rezoning of a 35.5-Acre Parcel Located at 997 Lakefield Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) Zoning Classification to the Town of Grafton's A-2 (Agriculture) Zoning Classification and R-3 (Urban Single-Family Residential) Zoning Classification, to Allow for a One-Acre Parcel and an Approximate 34.5-Acre Parcel Located within the City of Mequon's Extraterritorial Zoning Area

Background

The City has received a rezoning application for the property located at 997 Lakefield Road in the Town of Grafton. The applicant is seeking rezoning approval following the division of a one-acre parcel from the current 35.55-acre farmstead. This area is within the 2005 Joint Extraterritorial Zoning Committee (JETZCO) area where the City of Mequon has previously exercised extraterritorial zoning authority. The current zoning for this property is the Town of Grafton's A-1 (Exclusive Agricultural) classification.

Analysis

The applicant is seeking rezoning approval from the Town of Grafton's A-1 zoning classification to its R-3 classification to allow for a one-acre parcel to be divided from the 35.55-acre farmstead, as fulfillment of a 10-year contract. The applicant is also seeking rezoning approval from the Town of Grafton's A-1 zoning classification to its A-2 classification for the remainder parcel following the land division, as the remainder parcel will no longer meet the minimum lot size required in the A-1 Zoning District (35-acre minimum).

The proposed rezoning from A-1 to R-3 and from A-1 to A-2 represents a reasonable and non-controversial extraterritorial matter that is consistent with local planning objectives and poses no measurable impact to the Mequon community. The request reflects the applicant's effort to fulfill a long-standing contractual agreement initiated in consultation with the Town of Grafton, and is aligned with the future land use plan in place at that time. While current zoning standards have changed, the proposed one-acre configuration is compatible with surrounding development patterns, as similar lot sizes already exist nearby (see Exhibit B). The rezoning will not alter the existing character or use of the property, maintains access for the remaining farmland, and

supports the preservation of the existing farmhouse.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The City of Mequon's Joint Extraterritorial Zoning Committee approved a recommendation in favor of adopting the proposed ordinance by a vote of 6-0 on April 27, 2026.

Attachments:

Applicant Project Narrative, Email from Grafton, CSM_Exhibit A, Exhibit B

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2026-1691

ORDINANCE 2026-1691 - An Ordinance Approving the Rezoning of a 35.5-Acre Parcel Located at 997 Lakefield Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) Zoning Classification to the Town of Grafton's A-2 (Agriculture) Zoning Classification and R-3 (Urban Single-Family Residential) Zoning Classification, to Allow for a One-Acre Parcel and an Approximate 34.5-Acre Parcel Located within the City of Mequon's Extraterritorial Zoning Area

RECITALS

A. The applicant is seeking rezoning approval within the Town of Grafton Joint Extraterritorial Zoning Area for the 35.5-acre parcel located at 997 Lakefield Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) zoning classification to the Town of Grafton's A-2 (Agriculture) zoning classification and R-3 (Urban Single-Family Residential) zoning classification, to allow for a one-acre parcel and an approximate 34.5-acre parcel.

B. The City of Mequon's Joint Extraterritorial Zoning Committee (JETZCO), by a majority vote on April 27, 2026, recommended approval of a Zoning Map Amendment to designate the 1-acre property illustrated in Exhibit A as "R-3" and the 34.5-acre property illustrated in Exhibit A as "A-2."

C. Based upon the JETZCO's recommendation and following a public hearing, the Common Council desires to rezone the property consistent with the conditions of the Committee's recommendation.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

The Town of Grafton Zoning Map is hereby amended so as to change the zoning classification of the property located at 997 Lakefield Road as further described and illustrated in Exhibit A to R-3 and to A-2.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk

Published: _____

PROJECT NARRATIVE - Request for Special Consideration for Rezoning and Land Division in the Town
Of Grafton at 997 LAKEFIELD RD

This is a special circumstance requesting that a one-acre parcel be divided from the main farm parcel as a fulfillment to a 10-year contract between Laury Clark (Laury) and Launch Equity Partners, LLC (Launch). Under this agreement Laury would lease the residence and one acre for 10 years as a lease to own. At the conclusion of those 10 years, Launch would deed one acre and the farmhouse and garage to Laury for sole ownership. Both parties agree that the lease has been satisfied.

The contract for one acre was made in good faith after checking with the Town in 2013 to make sure the division of one acre would be permissible . The contract aligned with the future land use of that time. See attached exhibit.

Since then, the Towns minimum lot size requirement has changed to three acres (R2).

The parties met with the Town in May of 2024 to begin the one acre land division process . When this was denied an investigation was made to try and accommodate a three (3) acre zoning layout, in keeping with the land use plan, but was not feasible (either the shape would not pass the planning commission or the parcel would dissect buildings or other parts of the horse barn driveway). There was no solution or agreeable outcome.

- * The rezoning of this parcel to R3 (1-acre) is necessary to fulfill the contract.
- *. The proposed CSM and rezoning will have no net impact on the area; the property will remain exactly as it appears today.
- *. There is like zoning (1-acre) adjacent to this property on the west and on lots to the east, and across the street. See attached exhibit.
- *. This 1-acre layout preserves road access for future use/development of the remaining farmland.
- *. Presently Launch has no plans for a change in use of the farm.
- *. The creation of this new lot will also help preserve the farmhouse for the foreseeable future.
- * The current zoning for this property is A1. If the land division and rezoning are approved for Lot #1, the zoning for Lot #2 will become A2.

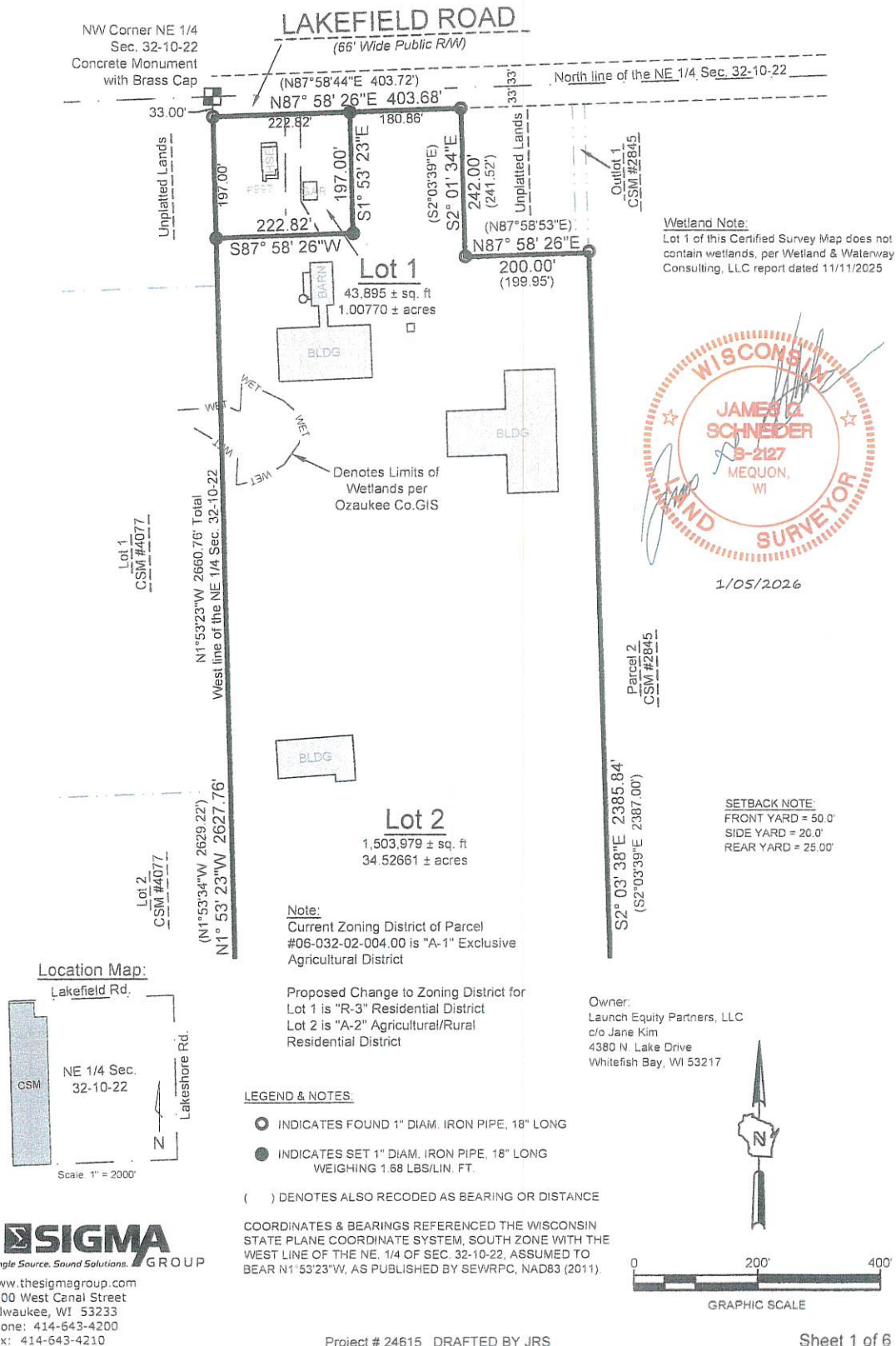
On a persona note, I, (Laury), have been a Town of Grafton resident for 38 years (30 of them at this property). This is a special historic home where I hope to stay for an indefinite period of time. I would be an individual (private) owner occupying and preserving this 115 year old house and surrounding grounds. The proposed land division will have no visual or negative impact on the Town (the only change is the adjustment of the lot line). It is, in many ways, a no-lose situation for all involved.

Thank you for your consideration.

Laury Clark

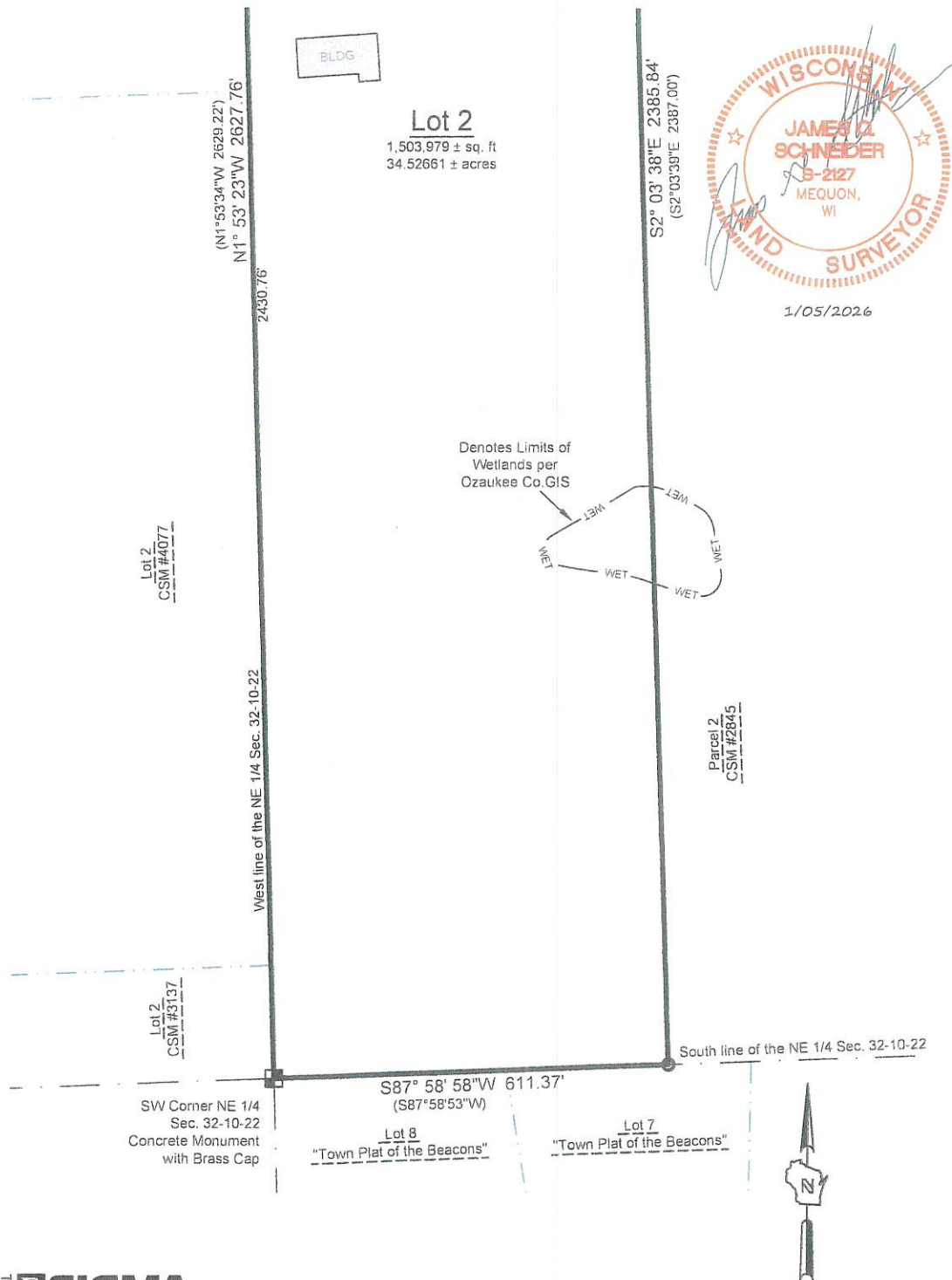
CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin



CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin



THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210

Project # 24615 DRAFTED BY JRS

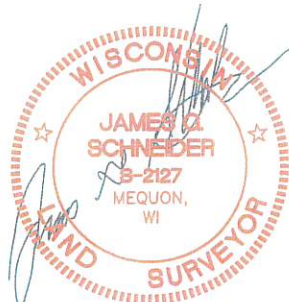
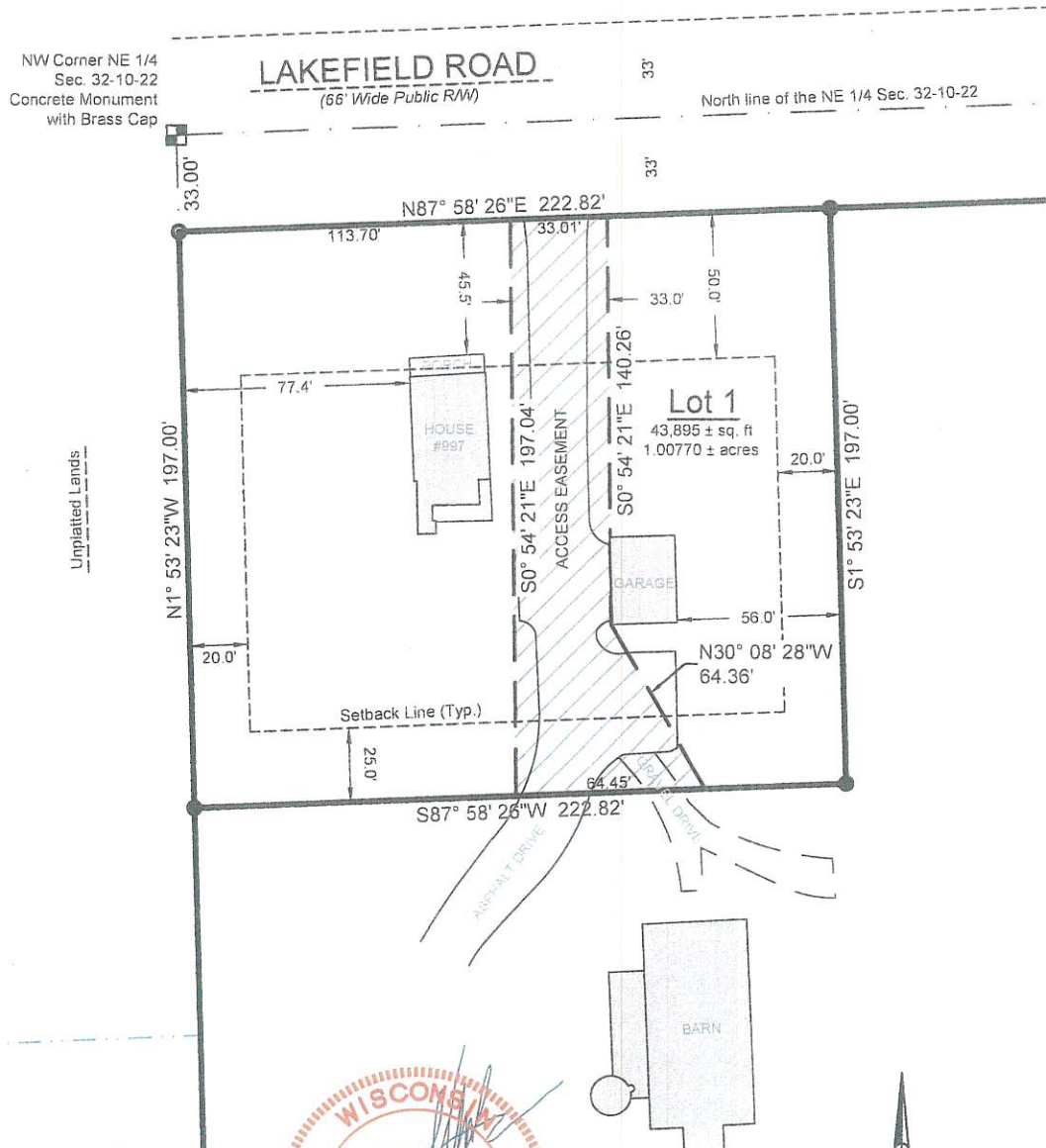
Sheet 2 of 6

CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafon, Ozaukee County, Wisconsin

LOT 1 DETAIL

SETBACK NOTE
FRONT YARD = 50.0'
SIDE YARD = 20.0'
REAR YARD = 25.00'



1/05/2026

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Sheet 3 of 6

CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

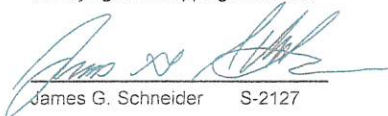
A redivision of Parcel 1 of Certified Survey Map No. 2845, as recorded at the Ozaukee County Register of Deeds office in Volume 20, Pages 223-224, as Document No. 547183, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

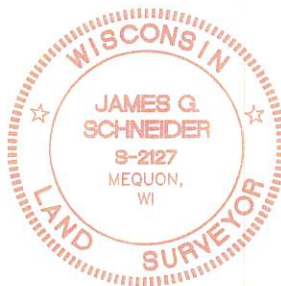
Said lands containing 35.53432 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Launch Equity Partners, LLC, OWNER of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have complied with Chapter 236.34 of the Wisconsin Statutes and the regulations of the Town of Grafton, in surveying and mapping the same.


James G. Schneider S-2127



1/05/2026

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Project # 24615 DRAFTED BY JRS

Sheet 4 of 6

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE

I, Jane Kim (managing Member) of Launch Equity Partners, LLC, OWNER, do hereby certify: THAT I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

Witness

Jane Kim (Managing Member)

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20__.

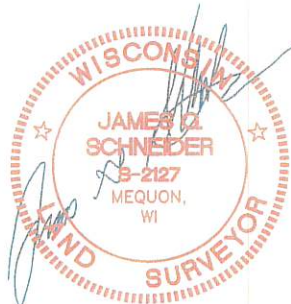
STATE OF WISCONSIN)
COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20__ Jane Kim, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

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1/05/2026

Project # 24615 DRAFTED BY JRS

Sheet 5 of 6

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APPROVAL OF THE OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE, COUNTY PLANNING AGENCY

Resolved, that this Certified Survey Map, in the Town of Grafton, by Launch Equity Partners, LLC, OWNER, is hereby approved by the authority of the Natural Resources Committee of the Ozaukee County Board of Supervisors under the provisions of Section 7.1200 and Chapter 13 of the County Ordinance.

Dated this _____ day of _____, 20____.

Rob Holyoke,
Chairperson of the Natural Resources Committee

EXTRATERRITORIAL REVIEW AND APPROVAL

VILLAGE OF GRAFTON PLAN COMMISSION APPROVAL

APPROVED by the Village of Grafton Plan Commission on this _____ day of 20____.

Dan Delorit,
Plan Commission Chairman

TOWN OF GRAFTON PLAN COMMISSION APPROVAL

APPROVED by the Town of Grafton Plan Commission on this _____ day of _____, 20____.

Lester Bartel, Town Chairman

Laurie Arendt, Clerk

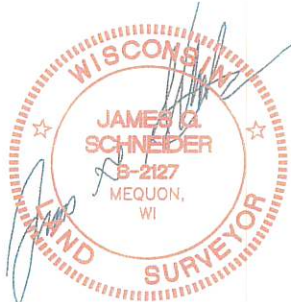
TOWN OF GRAFTON TOWN BOARD APPROVAL

APPROVED by the Town of Grafton Town Board this _____ day of _____, 20____.

Lester Bartel, Town Chairman

Laurie Arendt, Clerk

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Milwaukee, WI 53233
Phone: 414-643-4200
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1/05/2026

Project # 24615 DRAFTED BY JRS

Sheet 6 of 6

Natalie Redding

From: Schaefer, Amanda <Amanda.Schaefer@stantec.com>
Sent: Thursday, April 30, 2026 1:27 PM
To: Natalie Redding; lauryclark3@yahoo.com
Cc: Robin Buzzell; Lester Bartel; Lester Bartel; Patrick Stemper; Brian Robinson; Jeffrey Thoma; Brunner, Bailey; Matthew Nugent; Brandy Loveland; Bonnie Bartel
Subject: RE: Rezoning Follow-up

Hi Natalie,

Thanks for the message. That narrative came from the applicant and not Town of Grafton Staff. At times, applicant-authored narratives in the Town include simple typos, incorrect information, or even the incorrect interpretation of the information found within the Town of Grafton's codes and planning documents because not all of them are seasoned developers. That's when our Town Plan Commission and Board of Supervisors rely on our Town Staff Reports for the correct information.

Laury obviously isn't a seasoned developer, so any incorrect information in her submittal should just be ignored unless she does choose to submit a new narrative.

Please share from Town of Grafton Staff to the Mequon Common Council this email, along with the fact that the Town of Grafton Zoning Code 9.1.3.07 (D) reads as follows for the R-3 Residential District minimum lot size:

9.1.3.07 R-3 Residential District

The R-3 Residential District is intended to provide for single-family development, at densities not to exceed one (1) dwelling unit per acre (32,670 square feet). Primary residence must have a minimum two-car attached or detached garage prior to issuance of an occupancy permit.

(A) Permitted Uses.

- (1) Single-family dwellings.
- (2) Essential services.

(B) Permitted Accessory Uses.

- (1) Private garages and carports.
- (2) Gardening, tool and storage sheds, not exceeding 200 square feet in area, incidental to the residential use.
- (3) Home occupations as specified in Secs. 9.1.12.02(HH) and 9.1.12.02(UU).
- (4) Private residential outdoor recreation facilities, such as basketball courts or tennis courts.
- (5) Private boathouses not exceeding 35 feet in height and 800 square feet in area, provided no living quarters are included in such boathouse.
- (6) Buildings or structures not exceeding 35 feet in height and 576 square feet in area; used to house a workshop or similar hobby or activity of the property owner or a member of the property owner's immediate family, such as woodworking, metal working, painting, sculpture or similar activity; and provided no living quarters are included in the structure or building, and the products of the activity are not offered for sale.
- (7) The Town of Grafton Plan Commission shall require approval of all accessory structures in the R-3 Residential District that are more than 576 square feet in area.

(C) Conditional Uses. (See Sec. 9.1.4, TGO)

(D) Lot Area and Width.

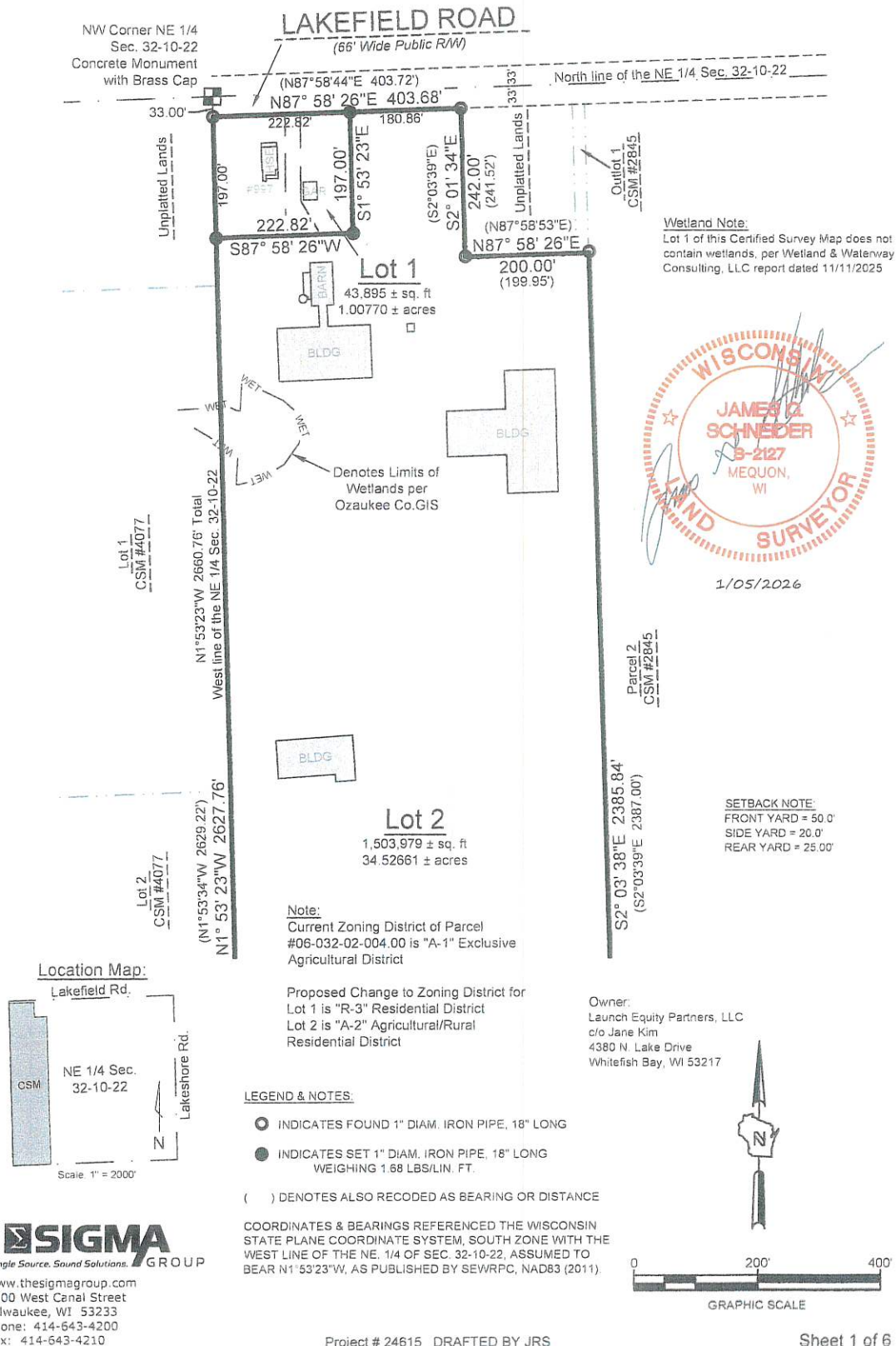
Lots shall have a minimum area of 32,670 square feet and shall not be less than 120 feet in width at the building setback line. Corner lots shall provide a minimum lot width of not less than 135 feet at the building setback line.

(E) Building Height and Area

- (1) No primary building or parts of a primary building shall exceed 42 feet in height

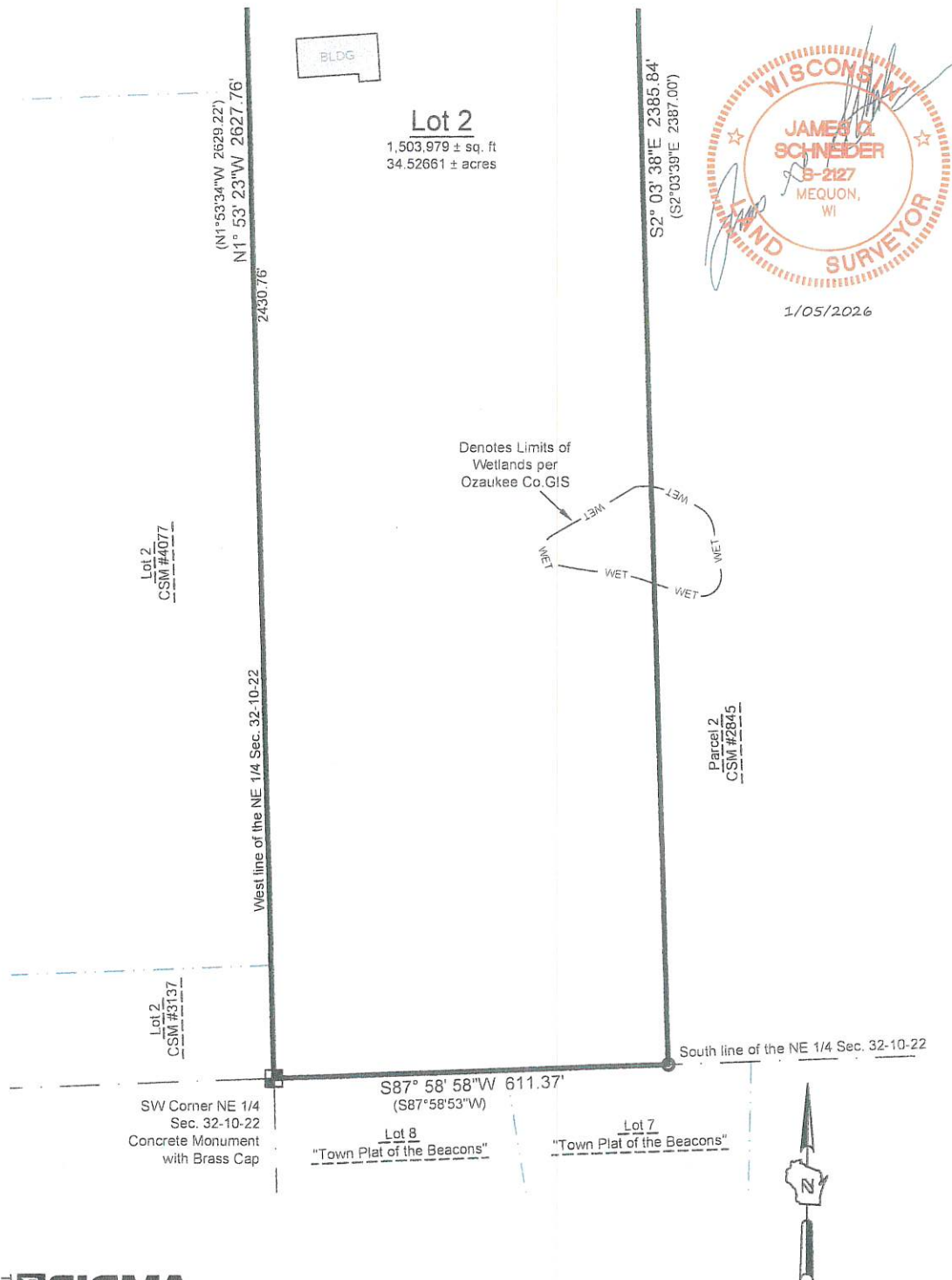
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A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin



CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin



THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210

Project # 24615 DRAFTED BY JRS

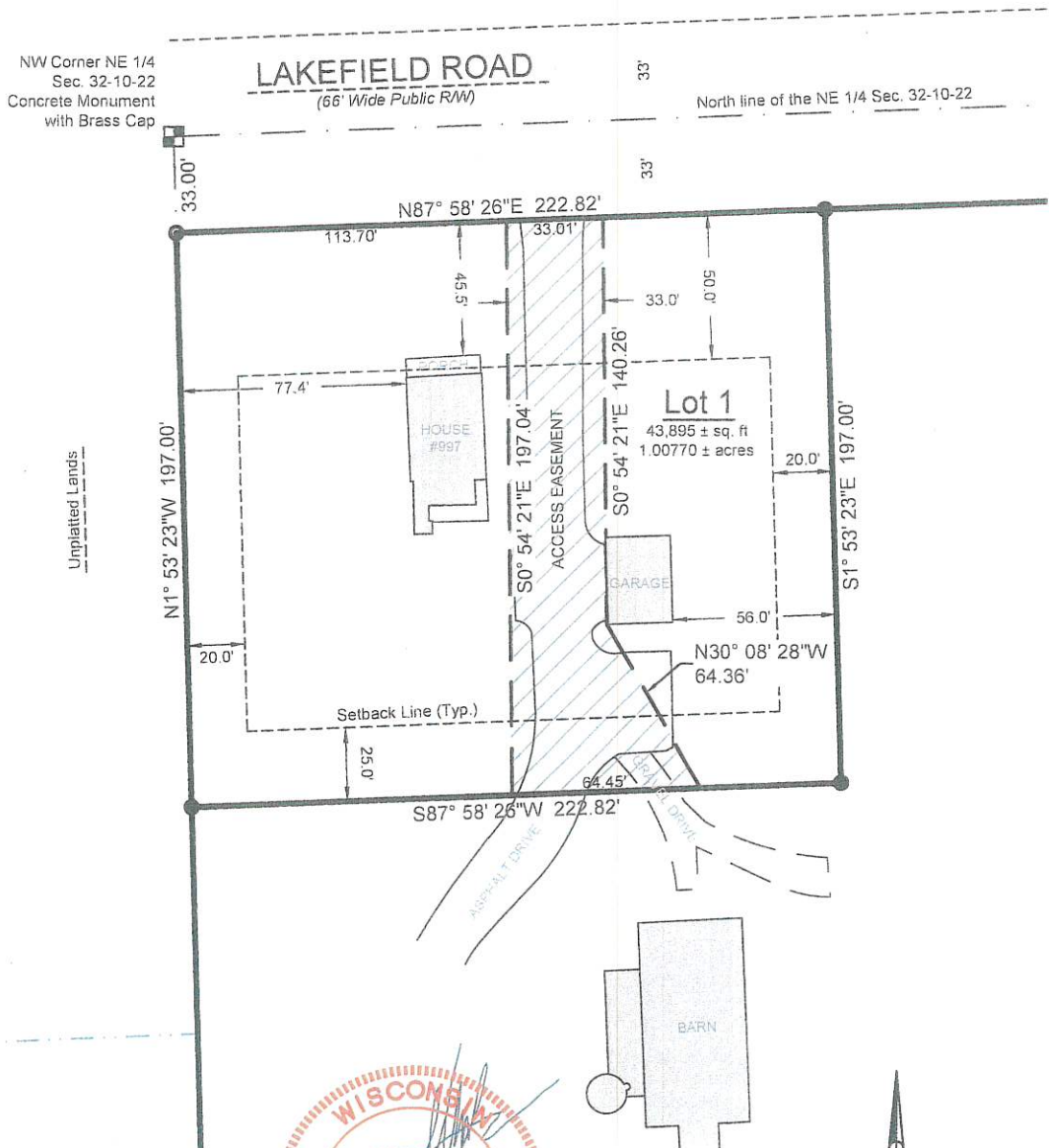
Sheet 2 of 6

CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

LOT 1 DETAIL

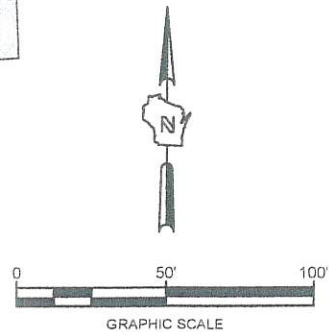
SETBACK NOTE.
FRONT YARD = 50 0'
SIDE YARD = 20 0'
REAR YARD = 25 00'



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Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

1/05/2026

Project # 24615 DRAFTED BY JRS



Sheet 3 of 6

CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped the following parcel of land:

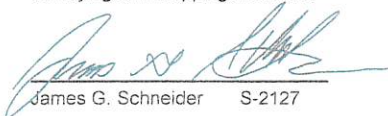
A redivision of Parcel 1 of Certified Survey Map No. 2845, as recorded at the Ozaukee County Register of Deeds office in Volume 20, Pages 223-224, as Document No. 547183, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

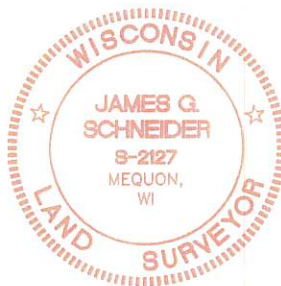
Said lands containing 35.53432 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Launch Equity Partners, LLC, OWNER of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have complied with Chapter 236.34 of the Wisconsin Statutes and the regulations of the Town of Grafton, in surveying and mapping the same.


James G. Schneider S-2127



1/05/2026

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www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

Project # 24615 DRAFTED BY JRS

Sheet 4 of 6

CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

OWNER'S CERTIFICATE

I, Jane Kim (managing Member) of Launch Equity Partners, LLC, OWNER, do hereby certify: THAT I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

Witness

Jane Kim (Managing Member)

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20__.

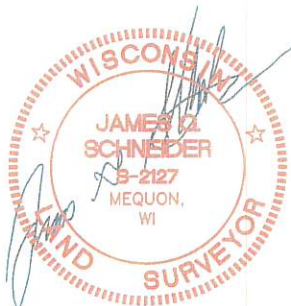
STATE OF WISCONSIN)
COUNTY) ^{ss}

PERSONALLY came before me on this _____ day of _____, 20__ Jane Kim, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

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Milwaukee, WI 53233
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1/05/2026

Project # 24615 DRAFTED BY JRS

Sheet 5 of 6

CERTIFIED SURVEY MAP NO. _____

A Redivision of Parcel 1 of Certified Survey Map No. 2845, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin

APPROVAL OF THE OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE, COUNTY PLANNING AGENCY

Resolved, that this Certified Survey Map, in the Town of Grafton, by Launch Equity Partners, LLC, OWNER, is hereby approved by the authority of the Natural Resources Committee of the Ozaukee County Board of Supervisors under the provisions of Section 7.1200 and Chapter 13 of the County Ordinance.

Dated this _____ day of _____, 20____.

Rob Holyoke,
Chairperson of the Natural Resources Committee

EXTRATERRITORIAL REVIEW AND APPROVAL

VILLAGE OF GRAFTON PLAN COMMISSION APPROVAL

APPROVED by the Village of Grafton Plan Commission on this _____ day of 20____.

Dan Delorit,
Plan Commission Chairman

TOWN OF GRAFTON PLAN COMMISSION APPROVAL

APPROVED by the Town of Grafton Plan Commission on this _____ day of _____, 20____

Lester Bartel, Town Chairman

Laurie Arendt, Clerk

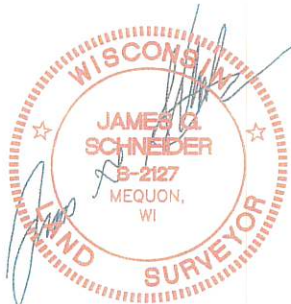
TOWN OF GRAFTON TOWN BOARD APPROVAL

APPROVED by the Town of Grafton Town Board this _____ day of _____, 20____

Lester Bartel, Town Chairman

Laurie Arendt, Clerk

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Milwaukee, WI 53233
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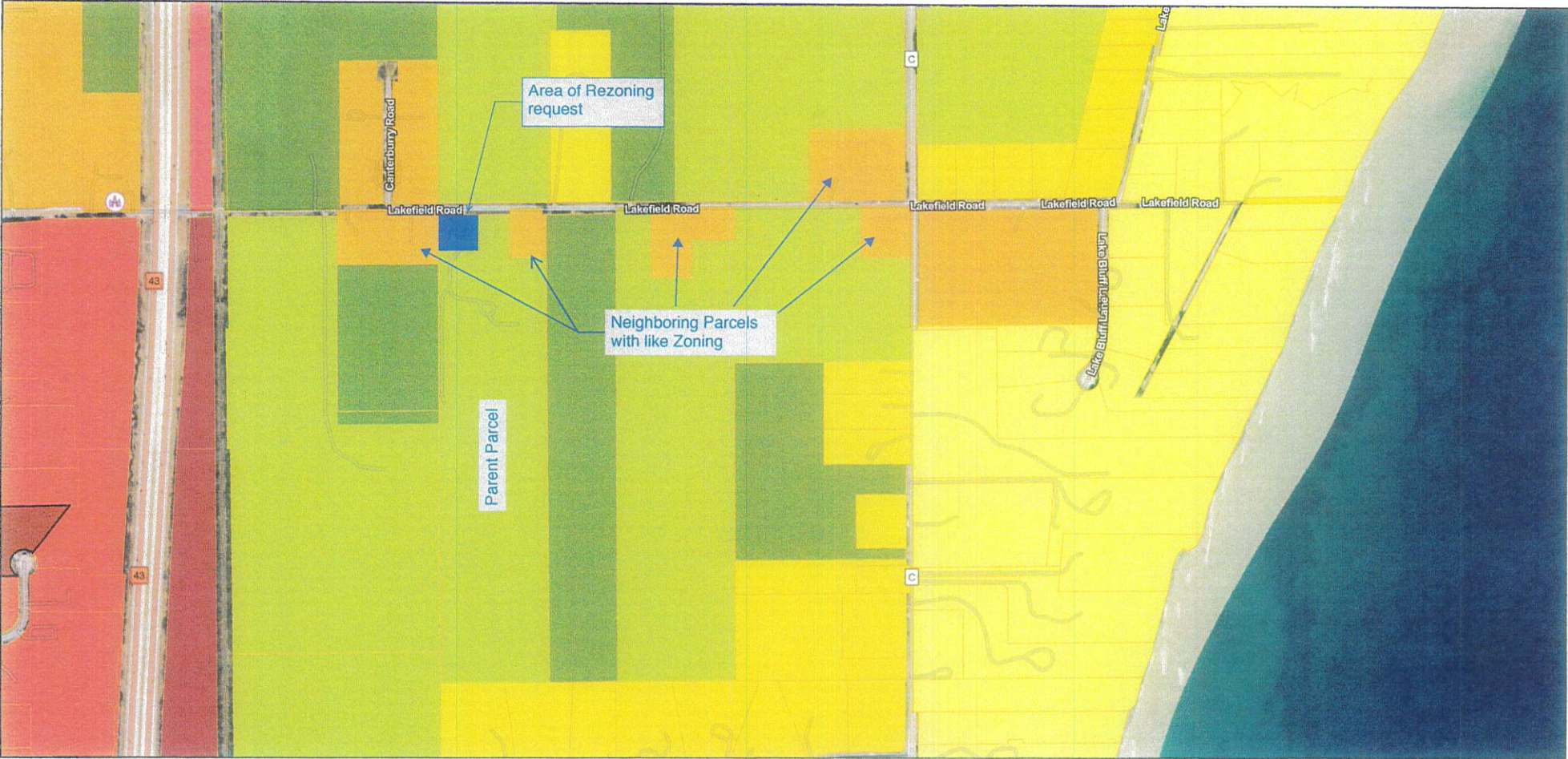


1/05/2026

Project # 24615 DRAFTED BY JRS

Sheet 6 of 6

Town of Grafton Zoning

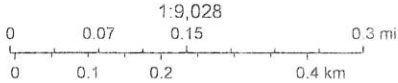


12/22/2025, 7:47:43 AM

- PUD Planned Unit Development view
- C-1: Conservancy Overlay District
- Current Zoning
- A-1: Exclusive Agricultural District

- A-2: Agricultural/Rural Residential District
- B-1: Business District
- B-2: Business District
- B-3: Business District
- PW: Port Washington Road District

- R-1: Residential District
- R-2: Residential District
- R-3: Residential District



SE Wisc Reg Planning Comm, SEWRPC, Vantor, Sources: Map data © OpenStreetMap contributors, Microsoft, Esri Community Maps contributors, Map layer by Esri



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

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: May 12, 2026
SUBJECT: ORDINANCE 2026-1692 - An Ordinance Approving a 112 Single-Family Lot Subdivision for the Property Located at 1306 W. Pioneer Road in the Town of Grafton, within the City of Mequon's Extraterritorial Zoning Area

Background

The City has received a rezoning application for a 112-lot subdivision on 185 acres with on-site, private sewer and water located at 1306 W Pioneer Road. This is in the area where the City has exercised extraterritorial zoning authority over the Town of Grafton. The Town of Grafton's current zoning designation for the site are the Town of Grafton's A-1 (Exclusive Agricultural requiring 35 acre minimum lot size) and A-2 (Agricultural/Rural Residential requiring 20 acre minimum lot size) zoning classifications.

History: In 2008, the City of Mequon's Joint Extraterritorial Zoning Committee (JETZCO) recommended that the area in question be rezoned to R-2 with an RCDO Overlay, which resulted in a density of one unit per 2.5 acres. Since this time, the City of Mequon has adopted several zoning districts in the vicinity of the proposal that allow higher densities than what existed previously for developments without public sewer or water. In addition, the area in question has seen development pressure from the north in the City of Grafton, to the east along Port Washington Road and to the south in the City of Mequon. There is also an existing development to the west along Lakefield Road with lot sizes and densities similar to what is being proposed for this site.

Analysis

The applicant, Neumann Developments Inc., has submitted an updated concept plan showing 112 lots on 185 total acres with an average density of 1.65 acres per lot. Lot sizes range from 30,093 square feet to 95,738 square feet. The open space ratio and permitter buffer requirements that the JETZCO committee recommended have been made to the plan and is now in compliance with all provisions of the Ulao Creek Residential Cluster (UCRC). The plan was also updated to include a 200-foot open space buffer from Pioneer Road to help mitigate the impact of the development on the residents of Saddlebrook Park. There are two access points into the development, one at Lakefield Road and one at Pioneer Road. Additionally, the plan shows two future connections to the east and west. The plan also identifies primary environmental corridor,

wetland and floodplain areas which are present on the parcel, most of which are located in the open space outlots.

The subject site is in close proximity to R-1 zoning within the City of Mequon, including Saddlebrook Park, and several Ulao Creek zoning districts along Port Washington Road (see attached map). The subject site contains similar site characteristics to the conditions of Saddlebrook Park and Ulao Creek, both containing waterways, floodways and significant environmental conditions. As stated above, R-1 requires a 5 acre minimum lot density. The R-1 also allows for a conservation subdivision at a yield of one lot per five acres. The R-1 zoning applied in this case would result in approximately 35 lots.

The City has recently approved changes to several zoning districts in the Ulao Creek area, specifically the Ulao Creek Residential Cluster that allow densities as low as one unit per $\frac{3}{4}$ acre without public infrastructure. Based on this one unit per $\frac{3}{4}$ acre ratio, it results in a total lot yield of 246 lots for the subject site. However, this would not be achievable when factoring in all other requirements. A comparison between the proposed plan and the R-1 Zoning District, the R-1 cluster design and the UCRC Zoning District cluster design with private sewer is as follows:

	Proposal	UCRC	R-1	R-1 Cluster
Lot Size Minimum:	30,093 sq. ft.	30,000 sq. ft.	5 acre	Per PC
Open Space Ratio:	31%	30%	None	60%
Perimeter Buffer:	30 feet	30 feet	None	300 feet front
Lot Width Minimum:	110 feet	100 feet	300 feet	Per PC
Yield:	112	246	35	36

Engineering Comments:

Cole McCraw, Assistant City Engineer, has reviewed the application and has the following comments:

The proposed streets will access Pioneer Road (CTH C) on the south end and Lakefield Road (CTH T) on the north end. Both streets are under the jurisdiction of Ozaukee County, so their access requirements for the class of connection and required improvements will be enforced. The access point on Pioneer Road should line up with Saddlebrook Lane to reduce traffic conflict points.

The developer will be required to comply with WDNR wetland and waterway regulations.

The lots will be served by private onsite wastewater treatment systems (POWTS). City ordinance does not allow development on land that cannot support mound or septic systems. The concept plan appears to show mound locations on each lot. Per Ordinance 58-632 (d), no parcel of land may be divided where public sanitary sewer is unavailable or where soil conditions preclude the installation of approved septic or mound systems unless the divided parcel(s) are deed restricted to uses which do not require a sewage disposal facility. Soil evaluation reports shall be provided

prior to Common Council action on rezoning, indicating that all of the lots can support private onsite wastewater treatment systems.

The developer will be required to meet WDNR stormwater management criteria. The site is not in the MMSD service area, so MMSD stormwater criteria will not apply. The developer will be required to obtain WDNR permitting for land disturbance exceeding one acre.

Public Comment: Alderman Parrish, District 6 Alderman, was present at the meeting and has provided a memo that includes an alternate recommendation to the proposed plan (see attached).

Fiscal Impact

The fiscal impact is neutral.

Recommendation

On April 27, 2026, the City of Mequon's Joint Extraterritorial Zoning Committee (JETZCO) approved a recommendation in favor of adopting the proposed ordinance by a vote of 4-2.

Attachments:

Updated Concept Plan, Original Concept Plan, Ald. Parrish Memo, Exhibit A Zoning Map, Zoning Overview Map

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2026-1692

ORDINANCE 2026-1692 - An Ordinance Approving a 112 Single-Family Lot Subdivision for the Property Located at 1306 W. Pioneer Road in the Town of Grafton, within the City of Mequon's Extraterritorial Zoning Area

RECITALS

A. The applicant, Neumann Developments LLC, is seeking rezoning approval for a 112 single-family lot subdivision for the property located at 1306 W. Pioneer Road in the Town of Grafton.

B. The City of Mequon's Joint Extraterritorial Zoning Committee (JETZCO), by majority vote on April 27, 2026, recommended approval of a Zoning Map Amendment to designate the property illustrated in Exhibit A as "R-3."

C. Based upon the JETZCO's recommendation and following a public hearing, the Common Council desires to rezone the property consistent with the conditions of the Committee's recommendation.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

The Town of Grafton Zoning Map is hereby amended so as to change the zoning classification of the property located at 1306 W. Pioneer Road as further described and illustrated in Exhibit A, to R-3 subject to the following conditions:

1. The concept plan shall be amended to meet the following:
 - a. There shall be a 30-foot perimeter buffer around the entire development.
 - b. The south portion of the development shall have an open space ratio of 30%.
 - c. There shall be an open space buffer of 200 feet along Pioneer Road.
2. The street connection at Pioneer Road shall line up with Saddlebrook Lane.
3. Each lot shall be served by septic or mound POWTS systems per Sec. 58-632.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Approved by: Andrew Nerbun, Mayor

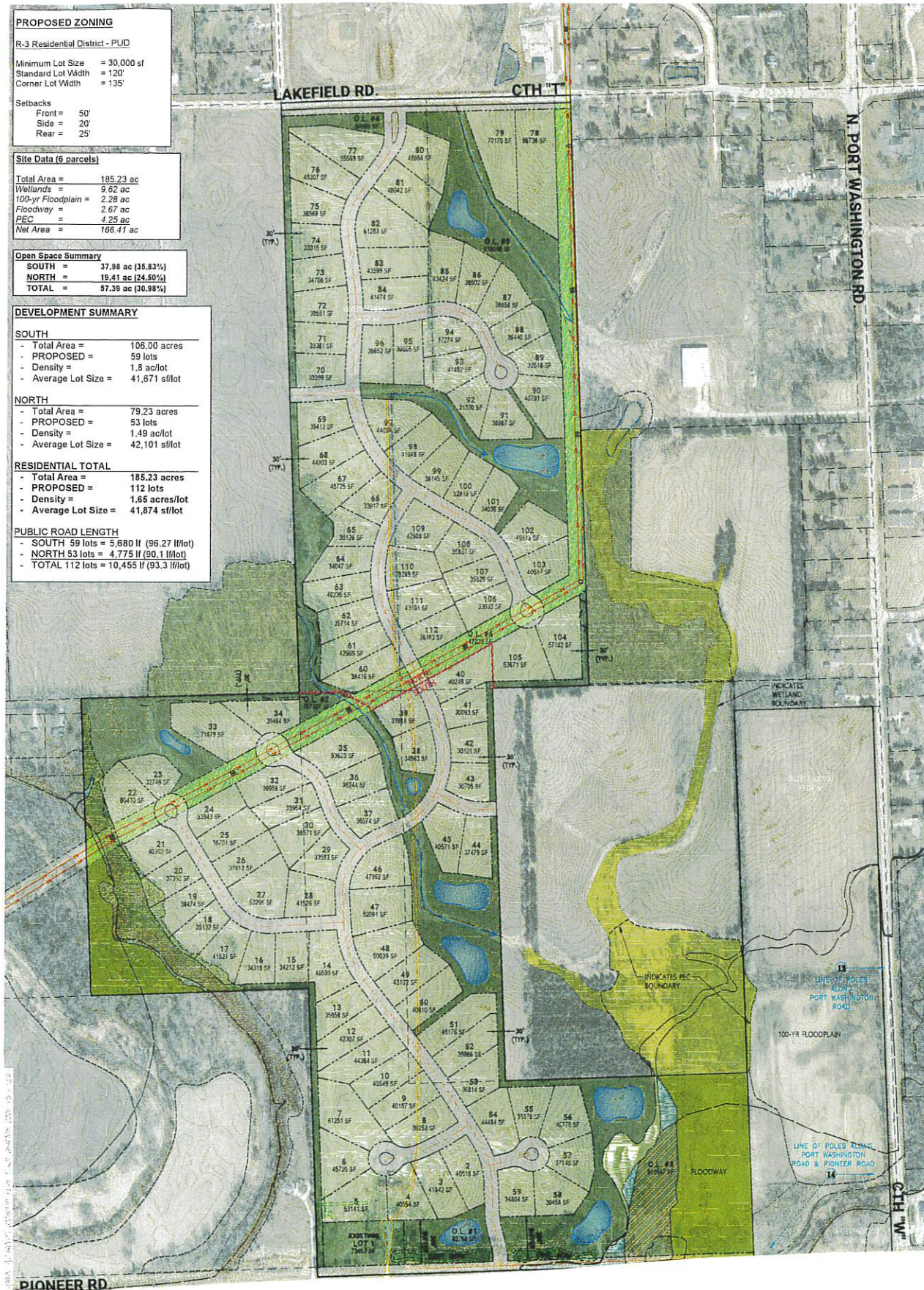
Date Approved: May 12, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

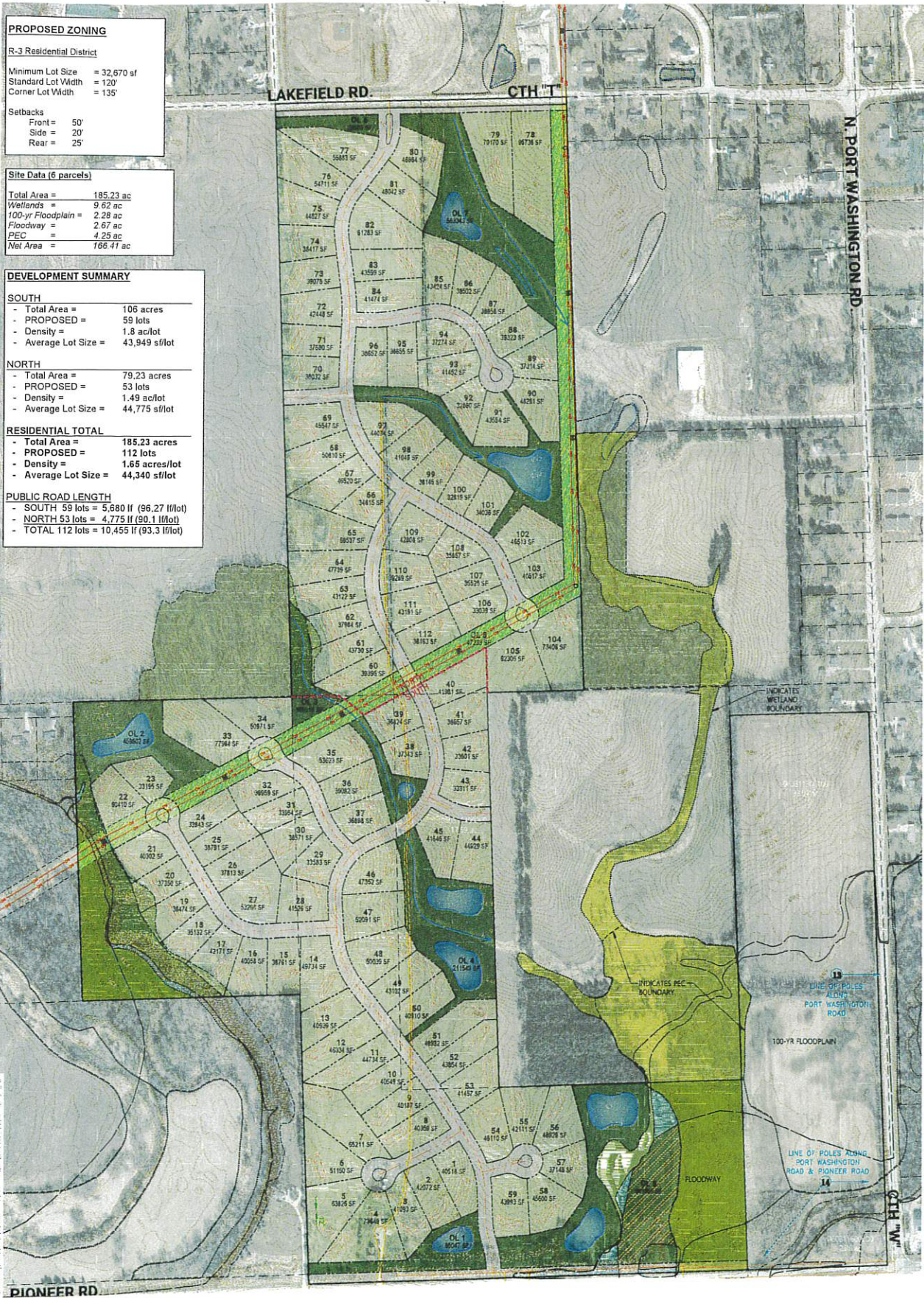
Caroline Fochs, City Clerk

Published: _____

Updated Concept Plan



Original Concept Plan





To: City of Mequon Common Council & Staff

From: Brian Parrish, District 6 Alderman

Date: May 1, 2026

Subject: Neumann Developments Inc. for Leben Family Limited Partnership seeking rezoning recommendation approval within the Town of Grafton Extra Territorial Zoning Area to allow for 112 single family residential lots.

I recently participated in the JETTCO discussion at the April 27, 2026 Plan Commission meeting regarding the proposed residential development in the Town of Grafton adjacent to the City of Mequon. Consistent with prior Common Council feedback, I conveyed concerns regarding the proposed density and the potential impacts on nearby Mequon residents, groundwater resources, Ulao Creek, and the Milwaukee River watershed.

Overall, other than the lack of municipal water connection, continued reliance on private wells, and a slightly larger density, the proposed development generally appears consistent with the character of residential development standards applicable within the Ulao Creek Neighborhood in Mequon. Modifications should be considered to better protect adjacent residents and environmentally sensitive areas and align with our own standards for sensitive areas.

Specifically, I would recommend that the southern portion of the proposed development nearest the Mequon border transition to a lower *2.5 acre residential density* rather than the currently proposed density. This would provide a more appropriate buffer near existing Mequon properties, many of which are zoned Ulao Creek Residential Cluster.

The City of Mequon's policies require connection to municipal water service for new habitable construction within the Mequon Water Utility Service Area, which includes properties within the Ulao Creek Neighborhood. While deferrals may be granted through a formal application process, those standards are intended to help protect long-term water quality and groundwater resources. Those same standards are not being applied to this development because it is located within the Town of Grafton and our water is not currently planned to extend past Pioneer Road.

The Developer should be encouraged to explore this discussion with the City of Mequon.

The contour mapping shown on the Exhibit reflects the approximate elevations of the existing ground surface. While this is intended as a high-level analysis only, it appears that the western portion of the proposed development drains toward the Milwaukee River basin, while the eastern portion drains toward the Ulao Creek basin (the thick green dashed line represents the approximate drainage divide between those two watersheds).

Given the proximity of existing Mequon homes that rely on private wells including Saddlebrook HOA, there are reasonable concerns regarding cumulative groundwater withdrawal and the potential for pollutants, including fertilizers and pesticides, to impact groundwater and nearby waterways over time. While additional technical review may be warranted, lower residential density near the border would meaningfully reduce those potential impacts and provide an added layer of protection for neighboring residents and natural resources.

It does not appear that surface runoff from the site would discharge onto lands within the City of Mequon, other than runoff conveyed to the Milwaukee River or Ulao Creek systems. Groundwater and aquifer flow data have not been reviewed as part of this analysis. In addition, private wells are regulated through the Wisconsin Department of Natural Resources and do not require City review or involvement.

Recommendation

This is an important matter for future residential developments near Mequon's borders and within areas subject to Mequon's extraterritorial authority. Establishing reasonable transitional density and environmental protection measures here would help guide future discussions in a balanced and consistent manner, support responsible development, and avoid establishing a precedent for higher density development immediately adjacent to environmentally sensitive areas and existing lower density neighborhoods.

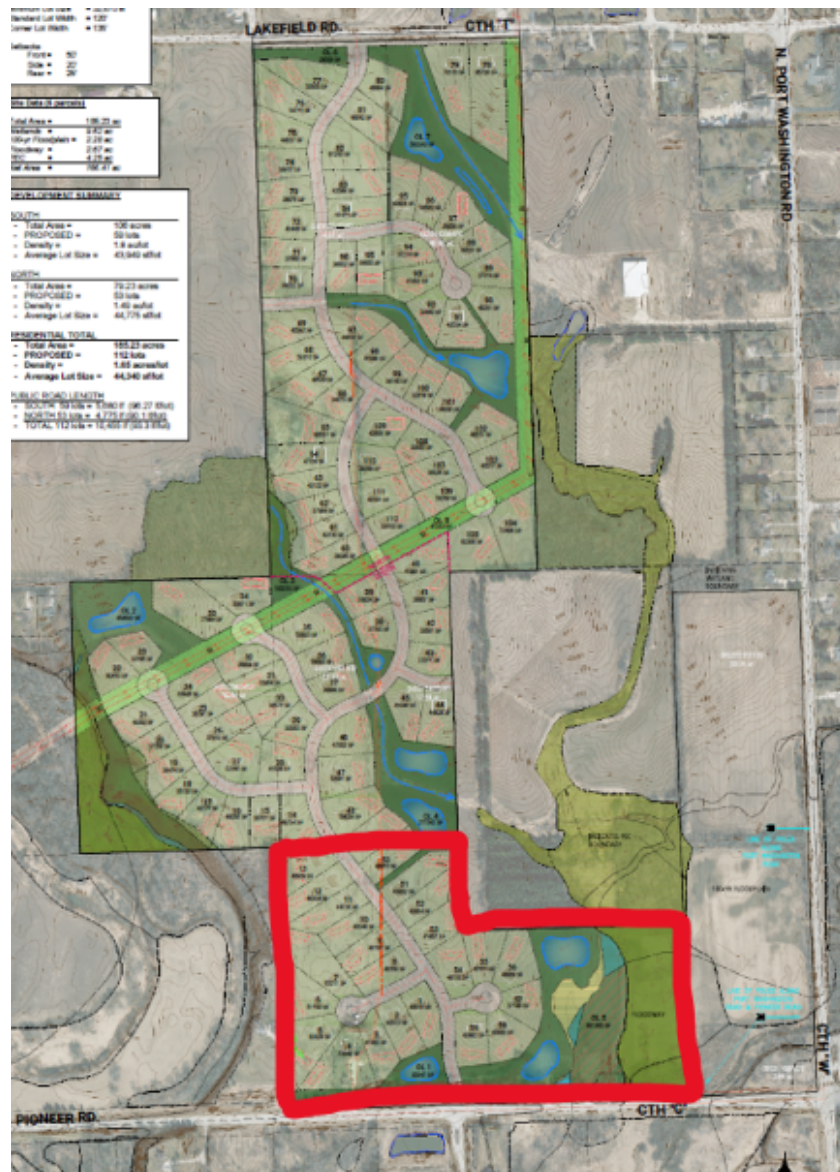
To help provide an additional transition and protection area for nearby residents, a lower density 2.5 acre buffer area has been conceptually identified as shown on the Exhibit. This is the same density standard we are applying to the Oriole Lane neighborhood and is a reasonable compromise to support the Town of Grafton with its project.

Zoning Code:

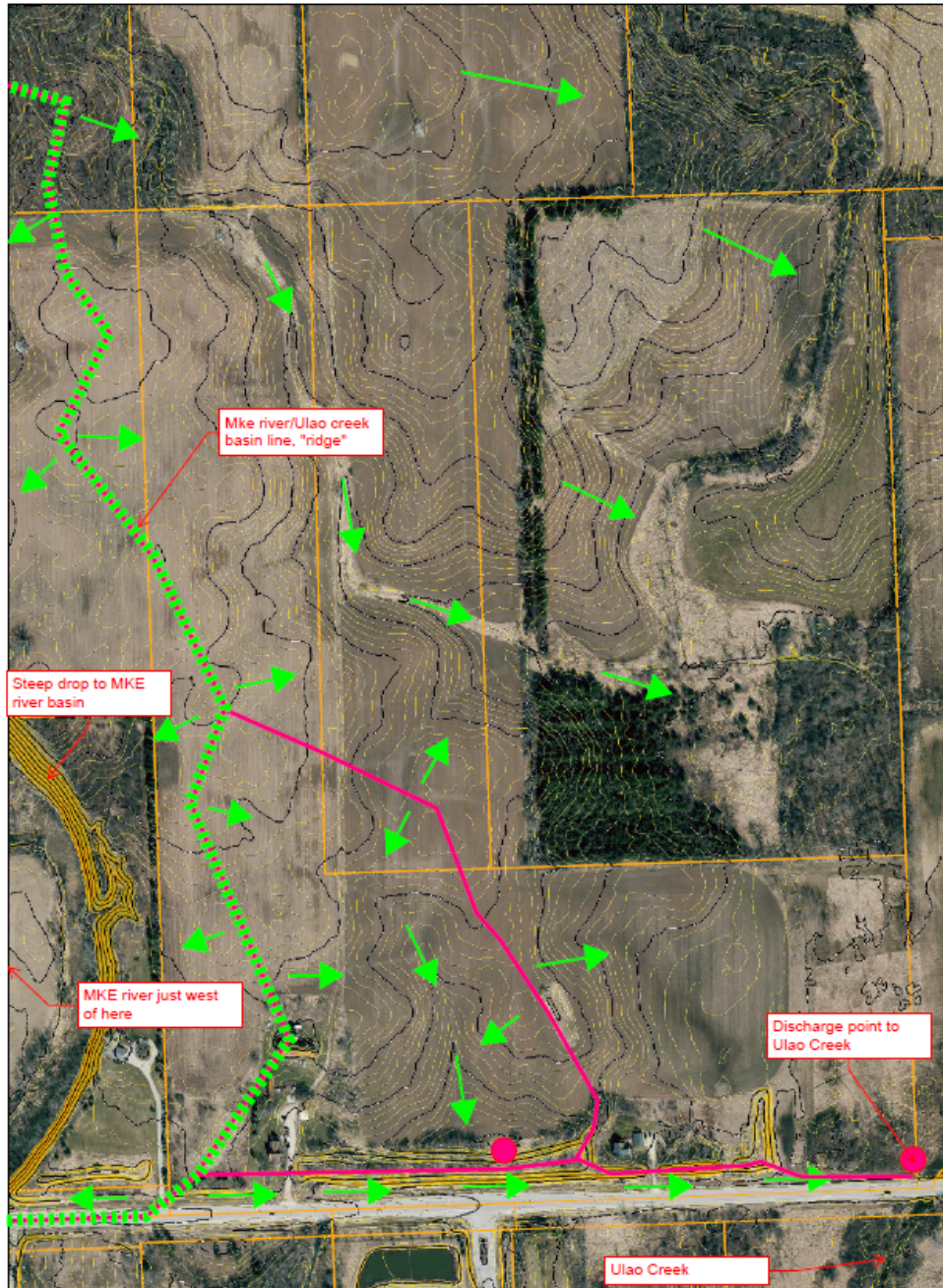
https://library.municode.com/wi/mequon/codes/code_of_ordinances?nodeId=PTIICOOR_CH58PLDER_E_ARTIVZO_DIV3REDI_SDIINGE_S58-243ULCRRECLUCDI .

Water Connection Policy: <https://www.cityofmequonwi.gov/media/11886>

Proposed Density Modification – 2.5 acre in red

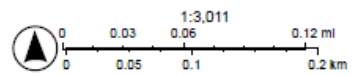


Topography and Drainage

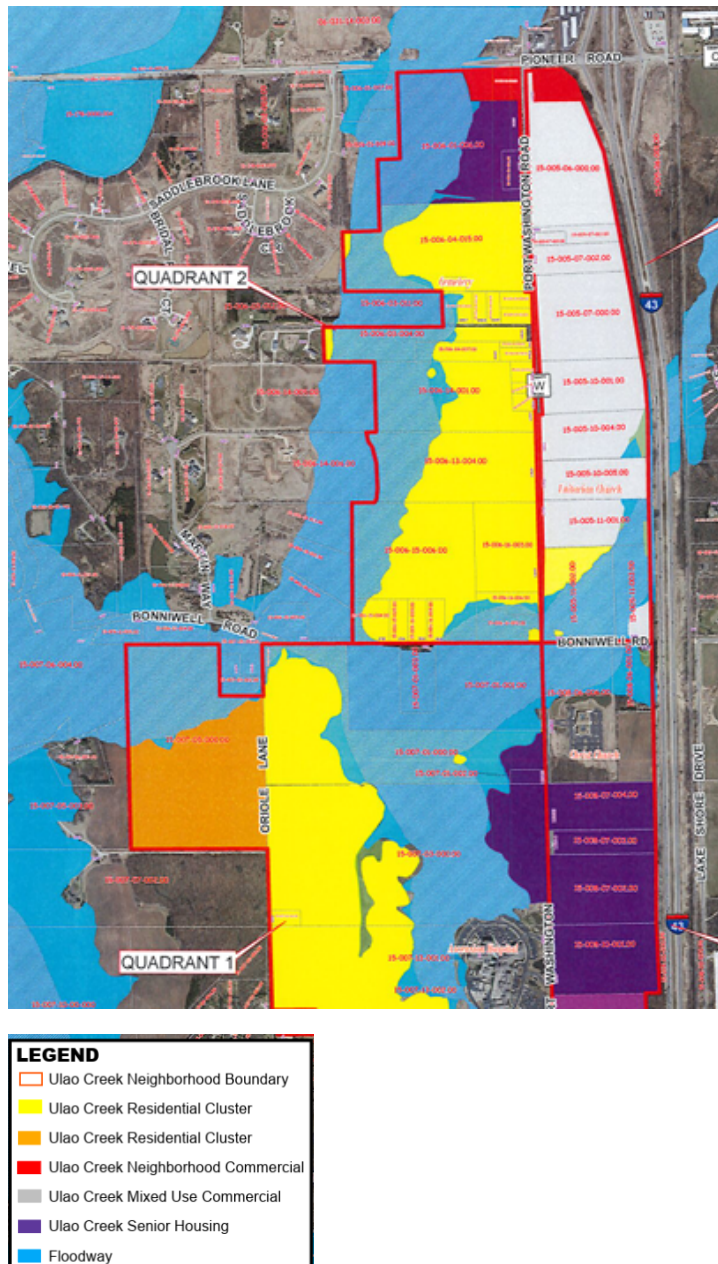


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2015 Contour Lines	Parcels	
— Index	— Road Reservation	▨ Gap
— Intermediate	— Road Right-of-Way	▨ Overlap
	— Condominium	▨ Tax Parcel
		▨ Asset Tax Parcel



Ulao Creek Zoning Districts and Applicable Standards



Sec. 58-243. - Ulao Creek Residential Cluster (UCRC) district: The Ulao Creek Residential Cluster (UCRC) district is established to increase the supply of single-family, market-rate dwellings located within an area not served by public sewer and provide an environment of cluster developments with a density of three-fourths (3/4) acre per dwelling unit in an effort to preserve critical environmental features and enhance neighborhood amenities for the public benefit.

Yield lot standards for the Ulao Creek Neighborhood:

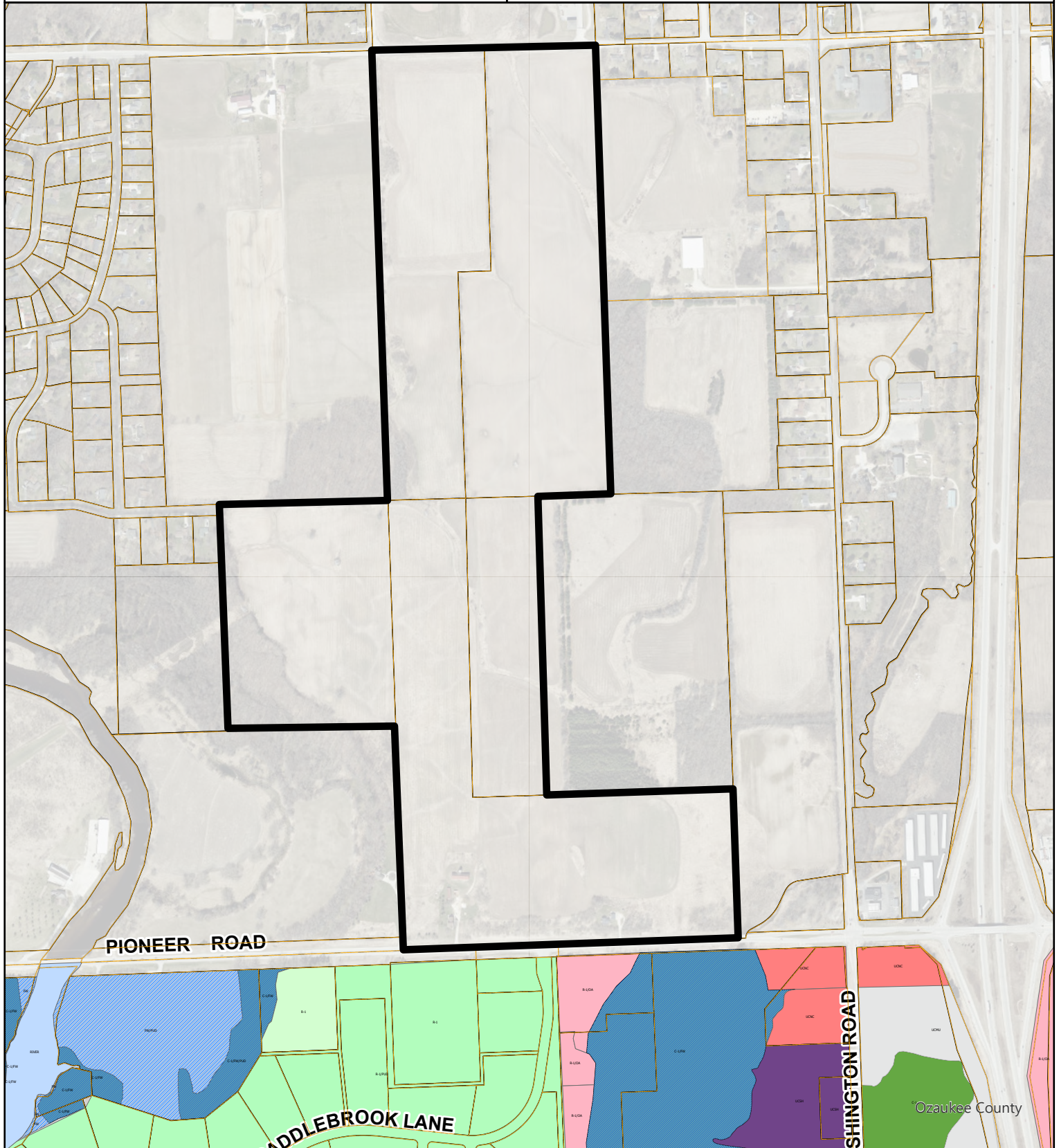
Port Washington Road shall be a minimum of three-fourths acre lot size and 130-foot width.

Oriole Lane shall be a minimum of two and a half (2.5) acre lot size and 150-foot width.

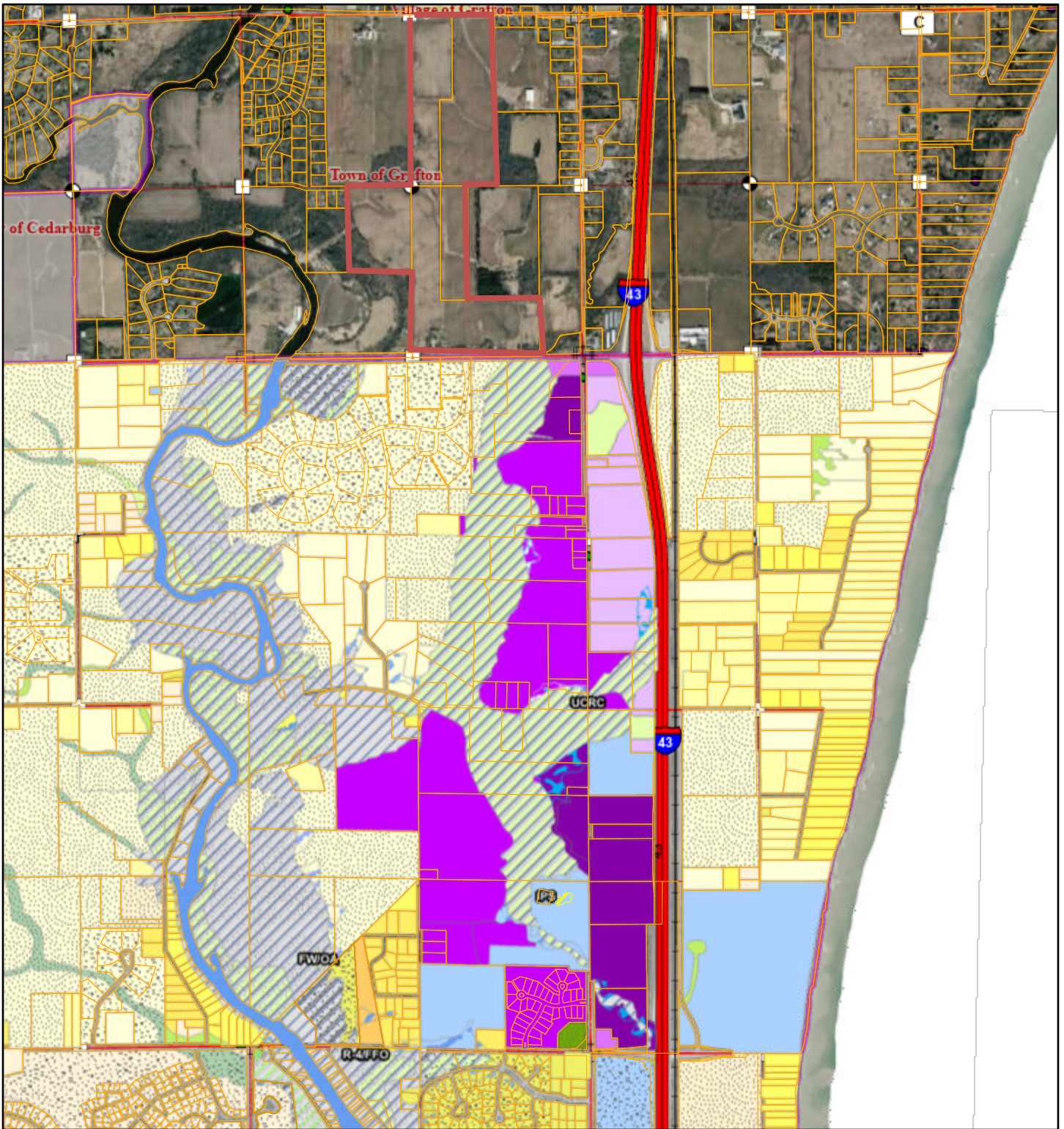
Exhibit A

JETZCO - NEUMANN DEVELOPMENTS INC. FOR LEBEN FAMILY UNLIMITED PARTNERSHIP

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



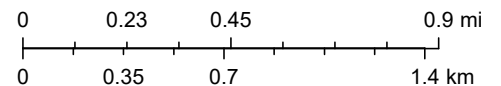
City of Mequon Zoning Overview



5/4/2026, 9:08:24 AM

1:36,112

Zoning_Areas		Parcels	
AC	B-4/PUD	FW/PUD	P-1/PUD
AC/PUD	B-5	GFP	R-1
B-1	B-5/FFO	IPS	R-1/FFO
B-1/PUD	B-5/OA	IPS/FFO	R-1/OA
B-2	B-5/PUD	IPS/OA	R-1/OA/FFO
B-2/FFO	B-6/OA	IPS/PUD	R-1/OA/PUD
B-2/PUD	B-7	NC	R-1/PUD
B-3	C-1	P-1	R-1B
B-3/FFO	C-1/FFO	P-1/C-1/FW/PUD	R-1B/FFO
B-3/LTD	C-1/FW	P-1/FFO	R-1B/OA
B-3/PUD	C-1/FW/OA	P-1/FFO/PUD	R-2
B-3/PUD/LTD	C-1/FW/PUD	P-1/FW/PUD	R-2/FFO
B-4	C-1/OA	P-1/OA	R-2/OA/FFO
			R-2/PUD
			R-2B
			R-2B/FFO
			R-2B/OA
			R-2B/PUD
			R-3
			R-3/CGO
			R-3/FFO
			R-3/OA
			R-3/PUD
			R-3/PUD/FFO
			R-3/TDR/PUD
			R-4
			R-4/FFO
			R-4/OA
			R-4/PUD
			R-4/PUD/FFO
			R-5/PUD
			R-6
			R-6/FFO
			R-6/PUD
			RIVER
			RM
			RMP/PUD
			TC
			TC/FFO
			TC/PUD
			NC/PUD
			UCMU
			UCNC
			UCRC
			UCRC/FFO
			UCSH
			UCSH/FFO
			UCMU/FFO



Ozaukee County



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

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Kim Tollefson, Director Community Development
DATE: May 12, 2026
SUBJECT: RESOLUTION 4287 - A Resolution Authorizing an Amendment to the Professional Services Agreement Previously Executed with the Lakota Group of Chicago, Illinois, for Development of a Civic Campus Master Plan, in the Amount of \$10,000

Background

A professional services agreement for development of a Civic Campus master plan is complete with adoption of the Mequon Commons Master Plan adopted by the Common Council on April 14. Completion of this project offers the City the opportunity to develop a design for Phase One of the Master Plan, including a community aquatics complex, shared support building, redbud plaza and outdoor terrace and plaza space. During the latter stages of this engagement, additional services were requested by the City, resulting in work being done that was not included in the original work plan submitted by the Lakota Group.

Analysis

The Lakota Group implemented the master planning process through three (3) phases, including a series of community engagement sessions, targeted focus group sessions, the identification of core amenities and visual preferences, the development of a series of concept plans, conducting engineering analyses and calculating cost estimates, and establishment of a final refined plan. The work required to achieve the final plan resulted in three (3) additional concept plans, one (1) additional community engagement session, the calculation of cost estimates for all concept plans, seven (7) additional steering committee meetings and two (2) additional Common Council meetings.

Fiscal Impact

The cost of the additional services is \$10,000, which, as noted, is beyond the original contract that was for an amount not-to-exceed \$60,000. The original scope of work was funded through ARPA, and these additional services are also an ARPA-eligible expense. As indicated in the

attached contract amendment submitted by the Lakota Group, the total cost for the additional services performed equals \$11,900. However, 3D modeling of the final master plan was not pursued, and therefore, this figure has been reduced by \$2,000 (\$1,990), resulting in a net additional cost of \$10,000.

Recommendation

A recommendation is forthcoming from the Committee of the Whole on May 12, 2026.

Attachments:

Mequon_Lakota_Add-Service 20260330 (002)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4287

RESOLUTION 4287 - A Resolution Authorizing an Amendment to the Professional Services Agreement Previously Executed with the Lakota Group of Chicago, Illinois, for Development of a Civic Campus Master Plan, in the Amount of \$10,000

RECITALS

A. City staff prepared a Request for Qualifications (RFQ) for work related to the creation of a Civic Campus Master Plan in which multiple proposals were received, and The Lakota Group was selected as the most qualified firm.

B. Resolution 4163 was approved on December 10, 2024, awarding the contract to The Lakota Group, with the use of Federal ARPA funds for the project, in an amount not-to-exceed \$60,000.

C. The Lakota Group implemented the approved proposal and contract with the City through a three-phased approach, including a series of community engagement sessions, targeted focus group sessions, the identification of core amenities and visual preferences, development of a series of concept plans, preparation of engineering analyses and cost estimates, and development of a final refined plan that was approved by the Common Council on April 14, 2026.

D. The work required to achieve the final Mequon Commons Master Plan resulted in additional services provided by The Lakota Group including three (3) additional concept plans, one (1) additional community engagement session, the development of cost estimates for all concept plans, seven (7) additional steering committee meetings, and two (2) additional Common Council meetings.

E. The additional cost of services rendered total \$10,000, and is considered to be an eligible ARPA project and shall be funded through remaining ARPA funds.

F. The Common Council Committee of the Whole recommended the additional ARPA expenditure of \$10,000 at its meeting on May 12, 2026.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the City Administrator is authorized to expend an additional \$10,000 of ARPA funds to account for additional services provided by The Lakota Group in developing the City of Mequon Civic Campus Master Plan adopted on April 14, 2026.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk

LAKOTA ADDITIONAL SERVICES CONFIRMATION

PROJECT NAME: Mequon Civic Campus Master Plan
CLIENT: City of Mequon
DATE: March 31, 2026

The City of Mequon has requested an amendment to the Lakota Professional Services Agreement dated November 22, 2024 for the project team to complete the following services:

Additional Tasks:

- Developed 6 Preliminary Civic Commons Concepts (2-3 scoped)
- Facilitated/Organized/Attended 3 public engagement events, including Redbud Festival (2 open houses scoped)
- Prepared cost estimates for all 6 preliminary concepts (cost estimate for Preferred Concept scoped)
- 11 Steering Committee/staff meetings (4 scoped)
- Two rounds of concept refined...6 concepts refined to 3, then down to a Preferred Concept per City direction (1 concept refinement scoped)
- Presentations at 3 Common Council meetings, including preparation and presentations (1 Council meeting scoped)

Additional Professional Fees: \$11,490

ADDITIONAL PROFESSIONAL SERVICES:

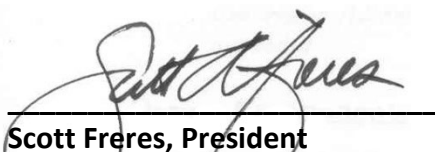
The following not-to-exceed amount is an amendment to the original agreement for additional professional services.

Additional Professional Fees: \$11,490

Additional Reimbursable Expenses: 500

Total Additional Services Fees: \$11,990

Please confirm/approve the above amendment by signing one copy and returning it to our office.



Scott Freres, President
The Lakota Group
1 E. Wacker Dr., Floor 27
Chicago, Illinois 60601
312.467.5445 / 312.467.5484 (fax)

Printed Name

Title

Signature

Date



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

www.cityofmequonwi.gov

City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: May 12, 2026
SUBJECT: RESOLUTION 4288 - A Resolution Disallowing the Claim of Samuel T. McMahon dated March 4, 2026, Relating to Injuries Sustained on Mequon Road on November 8, 2025

Background

On March 6, 2026, the City was served with a Notice of Injury by a law firm representing Samuel T. McMahon. The Notice alleges that Mr. McMahon was injured when he fell off of his bicycle while he was riding on the sidewalk along the north side of Mequon Road between Solar and Vega Avenues. It is alleged that the injury was the result of a large dirt pile located on the sidewalk and a roadway sign that had been installed in the location.

Analysis

The Notice was tendered to the City's insurance company. After reviewing the matter, the insurer recommends that the City deny the claim. This recommendation stems from the incident's location within state-owned highway right-of-way, the fact that this was during the recent repaving project which saw the installation of the sidewalk in question, the lack of any emergency response or report, and upon traditional municipal immunity considerations. The City Attorney has likewise reviewed the matter and concurs with the recommendation.

While the municipal code does authorize the City Attorney and the City Administrator to approve or deny claims based upon the dollar amount at issue, given the personal injury allegations of this claim it is anticipated that the amount at issue will exceed that authority, thereby necessitating Council action.

Fiscal Impact

There is no fiscal impact at this time based upon the requested action. Should a lawsuit be filed, the City's insurer will provide a defense to the claim, subject to the City's self-insured retainer (a/k/a deductible).

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on May 12, 2026.

Attachments:

Notice of Injury - Samuel T. McMahon

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4288

RESOLUTION 4288 - A Resolution Disallowing the Claim of Samuel T. McMahon dated March 4, 2026, Relating to Injuries Sustained on Mequon Road on November 8, 2025

RECITALS

A. On March 6, 2026, the City was served with a Notice of Injury dated March 4, 2026, relating to an alleged injury sustained by Samuel T. McMahon resulting from a bicycle accident on November 8, 2025.

B. Wisconsin Statute § 893.80 provides for the process by which the Common Council shall consider and handle claims made against the Council, the City and its officers, agents and employees.

C. The City Attorney and the City's insurance carrier have reviewed the facts and circumstances relating to the claim and recommended that the Common Council disallow the claim.

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

1. The claim of Samuel T. McMahon dated March 4, 2026, relating to an incident on November 8, 2025 is disallowed.

2. The City Clerk is directed, pursuant Wis. Stat. § 893.80(1g), to provide the claimant with written notice of disallowance.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk

Name: 
Date: / /
Time: : AM / PM
3626 1200pm

NOTICE OF INJURY

TO: City of Mequon
ATTN: Ms. Caroline Fochs, City Clerk
City Clerk's Office
11333 N. Cedarburg Road
Mequon, WI 53092

County of Ozaukee
ATTN: Ms. Kellie Kretlow, County Clerk
Ozaukee County Clerk's Office
121 W. Main St., Room 128
Port Washington, WI 53074

The Sigma Group, Inc.
ATTN: Brian Dworak, Registered Agent
1300 W Canal St
Milwaukee, WI 53233

Mr. Ali Maykhan
Construction Services Group Leader
The Sigma Group, Inc.
1300 W Canal St
Milwaukee, WI 53233

RE: Samuel T. McMahon
869 W. Laramie Ln
Bayside, WI 53217

Date of Incident: November 8, 2025
Approximate Time: approximately 5:30 pm CST
Location: on the north sidewalk along W. Mequon Road / Highway 167,
west of Solar Avenue and east of Vega Avenue, in the City of
Mequon, County of Ozaukee, Wisconsin 53097

PLEASE TAKE NOTICE that pursuant to Wis. Stat. § 893.80, that on November 8, 2025, at approximately 5:30 p.m. CST, the Claimant, Samuel T. McMahon, was a bicyclist traveling eastbound on the north sidewalk along W. Mequon Road / Highway 167, west of Solar Avenue and east of Vega Avenue, in the City of Mequon, County of Ozaukee, Wisconsin 53097; at that same time and place, Samuel T. McMahon encountered an unsafe condition and/or a large dirt pile

that covered the sidewalk, and that this unsafe condition and/or dirt pile was next to a newly-installed/constructed sign that said, "Rideshare Info Call 266 – Ride" on one side and "Wrong Way" on the other side; that, upon Samuel T. McMahon encountering the unsafe condition, dirt pile, and/or sign, the unsafe condition and/or dirt pile caused Samuel T. McMahon's bicycle to flip and/or collide with the sidewalk pavement, thereby causing his serious injuries and damages.

That, upon information and belief, the foregoing sign, the sign's construction/installation, sidewalk, and/or dirt pile was owned, controlled, constructed, designed, installed, and/or maintained by the City of Mequon, County of Ozaukee, State of Wisconsin, the Wisconsin Department of Transportation, Gary Metzger (WisDOT Project Manager), The Sigma Group, and/or Ali Maykhan; that, the City of Mequon, County of Ozaukee, State of Wisconsin, the Wisconsin Department of Transportation, Gary Metzger (WisDOT Project Manager), The Sigma Group, and/or Ali Maykhan had the responsibility for the safety, construction, design, installation, and maintenance of the sign and/or sidewalk at the time and location of the accident; that, upon information and belief, Gary Metzger (WisDOT Project Manager), The Sigma Group, and/or Ali Maykhan, as well as unidentified employees, agents, servants, representatives, and/or volunteers of the City of Mequon, County of Ozaukee, State of Wisconsin, and/or the Wisconsin Department of Transportation, were operating within the course and scope of their employment, contract, and/or agency with the City of Mequon, County of Ozaukee, State of Wisconsin, and/or the Wisconsin Department of Transportation to perform construction/installation of the sign and/or sidewalk at the time and location of the accident described herein; that Gary Metzger (WisDOT Project Manager), The Sigma Group, and/or Ali Maykhan, as well as unidentified employees, agents, servants, representatives, and/or volunteers of the City of Mequon, County of Ozaukee, State of Wisconsin, and/or the Wisconsin Department of Transportation, negligently performed

said construction and/or installation; and that the City of Mequon, County of Ozaukee, State of Wisconsin, and/or the Wisconsin Department of Transportation, Gary Metzger (WisDOT Project Manager), The Sigma Group, and/or Ali Maykhan, as well as any unidentified employees, agents, servants, representatives, and/or volunteers of the foregoing, were negligent in failing to properly construct, install, maintain, or repair the sign and/or sidewalk, failing to properly warn pedestrians, bicyclists, and/or members of the public of the dirt pile and an unsafe condition on the sidewalk, and/or otherwise failed to properly execute a ministerial duty with respect to the sidewalk and safety of pedestrians, bicyclists, and members of the public traveling on the sidewalk, thereby creating an unreasonable risk of harm and thereby causing the injuries and damages to the claimant, Samuel T. McMahon.

As a result of this crash, Samuel T. McMahon sustained injuries and damages. A claim for damages under § 893.80(1d)(b) will be made at a later date.

Liability for Samuel T. McMahon's injuries and damages are attributed to the City of Mequon, County of Ozaukee, State of Wisconsin, the Wisconsin Department of Transportation, and/or The Sigma Group under three theories of liability.

First, pursuant to the theory of vicarious liability, including the doctrine of *respondeat superior*, in that they are liable for the actions of their employees, agents, servants, representatives, and/or volunteers operating in the course and scope of their employment and/or contract(s), as identified above, who were responsible for constructing, installing, maintaining, or repairing the sign and/or sidewalk and failing to properly warn members of the public regarding the unsafe condition and/or dirt pile at the aforementioned date and time, as described above, as well as keeping a safe construction site and cleaning up construction sites.

Second, for their own direct negligence in failing to properly hire, train, instruct, retain, and supervise their employees, agents, servants, representatives, and/or volunteers regarding safe construction, installation, and/or maintenance of signs and sidewalks, as well as removing unsafe conditions and/or dirt piles from areas where members of the public travel, keeping a safe construction site, cleaning up construction sites, and warning members of the public regarding any unsafe conditions.

Third, for their own direct negligence in creating insufficient, improper, and/or dangerous standards of care and instructions for construction, installation, and/or maintenance to guide/instruct their employees, agents, servants, representatives, and/or volunteers with respect to the installation of signs and removal of unsafe conditions and/or dirt piles, keeping a safe construction site, cleaning up construction sites, as well as warning members of the public regarding any unsafe conditions, at or near the construction site at the aforementioned date and time, as described above.

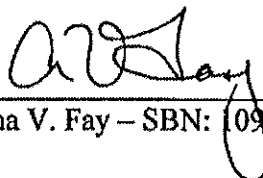
Samuel T. McMahon intends to file a claim and/or a lawsuit for their injuries and damages.

This document is a notice of injury served upon the named party in compliance with Wisconsin Law and is not a statutory claim for damages.

DATED at Milwaukee, Wisconsin this 4th day of March, 2026.

FAY INJURY LAW, LLC
Attorneys for Claimant, Samuel T. McMahon

Post Office Address:
933 N. Mayfair Rd, Ste 325C
Milwaukee, Wisconsin 53226
Phone: 414-356-0900
Fax: 414-262-5240

By: 
Anna V. Fay – SBN: 094061



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

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: May 12, 2026
SUBJECT: RESOLUTION 4289 - A Resolution Approving a Memorandum of Understanding Between the City of Mequon and the Mequon-Thiensville Community Foundation in Connection with Fundraising for a New Community Pool

Background

Last month, the Common Council adopted the Mequon Commons Master Plan, which provides a vision for the future reimagining of the City's civic campus over the next several decades. In connection with this effort, the newly adopted strategic plan contemplates reconstruction of the City's longstanding community pool, which was initially constructed in the 1930s, and substantially renovated in the 1980s.

As the City now embarks upon developing detailed design plans for Phase One of the Master Plan - which include the pool, a shared support building, an adjoining plaza and improvements to the City Hall entranceway fronting Cedarburg Road, efforts are also underway to identify various funding sources that will be used and drawn upon to support implementation. Accordingly, discussions were recently initiated with the Mequon-Thiensville Community Foundation (MTCF) to ascertain whether the organization could include the new pool as a specified project that members of the community can financially support. This follows similar arrangements MTCF has established in recent years to raise monies for other local projects, including a new splash pad in the Village of Thiensville, and planned pickleball courts at Range Line Community Center.

Analysis

As planning continues on implementing key components of Phase One within the Civic Campus Master Plan, it is anticipated that detailed construction plans for a new pool will be finalized and distributed for bidding in early 2027. Thereafter, following closure of the existing facility following the 2027 pool season, it is anticipated that construction of the new facility will commence, in advance of opening the new facility in mid-2028.

Recently, City staff and representatives from MTCF - including the President and Executive Director - have been meeting to establish the framework by which community members and other interested parties can begin contributing immediately to this new project. Through these

discussions, MTCF has agreed to serve as a fundraising conduit for the new Community Pool, and to earmark the project as a specific donation option amongst the other programs and projects it currently supports. Over the years, the City has received several donations from MTCF to support ongoing programs or projects with the Police Department, the Fire Department and the City's Parks Division.

Summarily, the proposed Memorandum of Understanding (MOU), a copy of which is attached, will guide the process and procedures that are to be followed by both the City and MTCF as project fundraising is undertaken, and as proceeds are eventually disbursed. While it is certainly possible and somewhat likely that the City may pursue additional fundraising efforts outside of this MOU, the agreement provides the City with an opportunity to leverage the Foundation's ongoing fundraising efforts, which include an upcoming awards luncheon and annual giving appeal.

Fiscal Impact

Pending approval of the proposed MOU, there is no fiscal impact to the City. Nevertheless, this agreement provides the City with an opportunity to raise proceeds to help offset a portion of the expense for a new community pool, which will cost several million dollars. Though it is unknown at this time how much money MTCF will be able to raise in connection with this effort, a dedicated Community Pool Fund will be established to allow potential future donors to specify that any donations (or portions thereof) be reserved for the upcoming pool project. As further indicated in the MOU, a small fee equivalent to \$500 annually, or 3% of each donation, will be retained by MTCF to cover the Foundation's ongoing costs related to operations and administration.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on May 12, 2026.

Attachments:

City of Mequon MOU New Pool REVISED 2026.05.07

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4289

RESOLUTION 4289 - A Resolution Approving a Memorandum of Understanding Between the
City of Mequon and the Mequon-Thiensville Community Foundation in Connection with
Fundraising for a New Community Pool

RECITALS

A. The City of Mequon (City) and the Mequon-Thiensville Community Foundation (MTCF) each allocate funds annually to support quality public services and other initiatives that enhance the community's unique quality of life.

B. In addition to providing ongoing support to the City's Police and Fire Departments as well as its Parks Division, MTCF engages in ongoing fundraising efforts to support other institutions and organizations serving the broader Mequon-Thiensville community.

C. The City, having recently endorsed construction of a new community pool as identified in its newly adopted Civic Campus Master Plan, is seeking to offset a portion of the project's overall costs through community-oriented fundraising such as that undertaken by MTCF.

D. The Mequon-Thiensville Community Foundation, having successfully served as a conduit for other projects requiring private fundraising, has agreed to provide marketing, fundraising, and administrative support for this larger, specified effort.

E. The City and MTCF have agreed to execute a Memorandum of Understanding to govern all aspects of this fundraising partnership, including the management and disbursement of all funds raised for the City's specified projects and/or programs.

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

1. The Memorandum of Understanding between the City of Mequon and the Mequon-Thiensville Community Foundation described above in the form attached, is approved.

2. The Mequon officials identified in the Memorandum of Understanding are hereby authorized and directed to execute and deliver the same on behalf of the City, subject to any changes deemed necessary by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk

MEMORANDUM OF UNDERSTANDING

Between City of Mequon and Mequon-Thiensville Community Foundation (MTCF)

Effective Date: January 1, 2026

Duration: Ongoing for the New Mequon Community Pool restricted fund managed by MTCF until project completion or terminated by either party

1. Purpose

This Memorandum of Understanding (MOU) establishes a collaborative relationship between the City of Mequon (Organization), dedicated to providing quality public services and adopting thoughtful policies that enhance the community's unique quality of life, and MTCF, whose mission is to enhance the quality of life in Mequon and Thiensville.

The purpose of this MOU is to document our collective understanding of the fundraising and administrative support MTCF provides for the New Mequon Community Pool project managed by MTCF for Organization.

2. Roles and Responsibilities

Organization agrees to:

- Use funds raised consistent with donor intent
- When requesting funds, use [MTCF Short Form Grant Request](#) to document donor intent for MTCF stewardship purposes

MTCF agrees to:

- Include project in MTCF digital and/or printed newsletter(s) and social media as requested by Organization
- List restricted fund on MTCF website giving page
- Collect donations and issue tax-receipt acknowledgements to donors
- Assess and collect an administrative fee, as set from time to time by MTCF Board of Directors, on donations received to cover operating costs (currently 3% of each donation, with a minimum annual fee of \$500.)
- Receive completed grant request form, with supporting documentation and disburse funds to Organization within 14 days of request
- Provide annual report of funds flow

3. Communication

Parties will maintain open communication throughout the duration of this project:

- Designated points of contact:

- Will Jones, City of Mequon City Administrator, wjones@cityofmequonwi.gov (262) 242-3100
- Deb Turk, MTCF Executive Director, executivedirector@mtcfgives.org 262-853-6151

4. Confidentiality

Both parties agree to maintain confidentiality regarding any sensitive information shared during the course of this collaboration, unless otherwise agreed in writing or as may be required by law.

For marketing or recognition purposes, MTCF is considered an opt-out organization. Donor names and gifts, organized by range of giving levels, are public, unless a donor explicitly informs MTCF that they want their demographic information and/or their gift information to be anonymous. Because MTCF is organized to conduct fundraising for community municipalities and 501(c)3 organizations, MTCF will be allowed to provide donor names, gifts organized by range of giving levels, and physical addresses to benefitting organizations upon request.

5. Amendments

This MOU may be amended at any time by mutual written consent of both parties.

6. Termination

Either party may terminate this MOU with 90 days written notice to the other party. Restricted funds held by MTCF will be disbursed to Organization only with documentation of use consistent with donor intent, as detailed in 2. Roles and Responsibilities above.

7. Signatures

By signing below, both parties agree to the terms outlined in this MOU.

Organization

Organization Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Mequon-Thiensville Community Foundation

Signature: _____

Name: Lori Lorenz

Title: President

Date: _____



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

www.cityofmequonwi.gov

Engineering

TO: Common Council
FROM: Kristen Lundeen, Director Public Works/City Engineer
DATE: May 12, 2026
SUBJECT: RESOLUTION 4290 - A Resolution Authorizing Execution of an Agreement for Electronics Collection and Recycling at the Department of Public Works Facility, Located at 10800 North Industrial Drive, with COM2 Recycling Solutions of Carol Stream, Illinois

Background

The City of Mequon is designated as a recycling responsible unit (RU) by the Wisconsin Department of Natural Resources (WDNR). One of the responsibilities of an RU is to educate residents about electronics recycling and electronics disposal bans. Residents and consumers in Wisconsin are required to recycle certain electronics. To facilitate electronics recycling, the WDNR administers the E-Cycle Wisconsin program. Per the WDNR website, "E-Cycle Wisconsin is a statewide, manufacturer-funded program that recycles certain electronics used in homes and schools."

Additional information is available here: <https://dnr.wisconsin.gov/topic/Ecycle/Wisconsin.html>.

Analysis

While electronics recycling is the responsibility of the resident/consumer, the City of Mequon previously hosted electronics recycling events, put on by various vendors. Over the years, these vendors have consolidated events on a County-wide scale, or eliminated them in lieu of accepting items directly at their locations. If electronics recycling is not readily available, residents/consumers may turn to improper disposal methods that are more convenient.

As such, the Department of Public Works (DPW) has coordinated with COM2, an electronics recycling vendor, to provide a drop-off location at the Department of Public Works Facility, located at 10800 North Industrial Drive. Once constructed, the enclosure will be located near the oil recycling receptacle on the south side of the property, near the fueling pumps. This area is outside the automated gates and is accessible to the public, and is within the view of the security cameras should there be an issue with the improper disposal of materials.

As indicated, the enclosure is not yet complete, and electronics recycling is not yet available. DPW staff will provide information regarding the timeline for accepting materials via the *Mequon Weekly Bulletin* and Facebook. COM2 has also provided a list of acceptable materials,

which is attached to this item. As listed, acceptable materials will include most consumer electronics, including televisions, computers, printers, and cell phones, as well as other computer peripherals and small kitchen appliances. As further noted, COM2 will not accept larger household appliances (e.g., refrigerators, air conditioners, stoves, water heaters, etc.) as well as smaller specialty items like smoke detectors, florescent bulbs and batteries.

Fiscal Impact

DPW staff consulted with Community Development staff to ensure that the enclosure meets City standards. DPW crews will install the enclosure, which will also include some additional paving. The materials for the project will utilize the remaining funds from the DPW Combined Facility capital account and be supplemented by work supplies accounts. It is estimated that the enclosure will be completed for a cost of less than \$3,500.

Recommendation

A recommendation is forthcoming from the Public Works Committee on May 12, 2026.

Attachments:

COM2 Electronics Recycling Agreement, Electronics Recycling Accepted Materials

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4290

RESOLUTION 4290 - A Resolution Authorizing Execution of an Agreement for Electronics Collection and Recycling at the Department of Public Works Facility, Located at 10800 North Industrial Drive, with COM2 Recycling Solutions of Carol Stream, Illinois

RECITALS

- A. Wisconsin residents are required to properly dispose of unwanted household electronics.
- B. Staff received a contract proposal from COM2 to provide electronics collection and recycling at the Department of Public Works Facility, located at 10800 North Industrial Drive.
- C. This contract allows COM2 to coordinate a collection and processing program for covered electronics device products under the Wisconsin E-Waste Law.
- D. Staff recommends approval of this agreement, which is provided at no cost to the City.
- E. Funds for the construction of the required collection enclosure will be sourced from the balance of Capital Project Account #10023 as well as currently funded operation and maintenance accounts.

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

- 1. The agreement for electronics collection and recycling between the City of Mequon and COM2 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: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of

Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk



AGREEMENT FOR ELECTRONICS COLLECTION AND RECYCLING

THIS AGREEMENT FOR ELECTRONICS COLLECTION AND RECYCLING (this "Agreement") is made and entered into as of _____, by and between the _____ and COM2 Recycling Solutions, an Illinois limited liability company ("COM2").

RECITALS

WHEREAS, _____ is a Municipality in _____ County, WI; and

WHEREAS, COM2 is an Illinois limited liability company engaged in the collection and processing of electronic waste; and

WHEREAS, _____ coordinates a collection and processing program from its member communities for electronic wastes designated as collector of covered electronic device products ("CEDs") under the Wisconsin E-Waste Law, statutes codified at WIS. STAT. §§ 287.17(1)-(11). (The "Wisconsin E-Waste Law"); and

WHEREAS, _____ has contracted with COM2 annually to collect, accept, transport, and recycle CEDs and for similar services under the Wisconsin E-Waste Law; and

WHEREAS, _____ and COM2 desire to enter into an agreement regarding the scope of residential electronics equipment collection and processing from designated collection locations, performed by COM2 for _____ and the residents of its Member Communities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Definitions

1.1 As used in this Agreement, the following terms, whether capitalized or not, shall have the meaning set forth below.

"Accepted Items" means covered electronic devices delivered by member community residents to a Permanent Site.

"Law" means statutes codified at WIS. STAT. §§ 287.17(1)-(11). seq., as may be amended from time to time.

"CEDs" means covered electronics devices from residents as defined in the Law and set forth on Schedule 1, which may be amended from time to time in accordance with the Law.

"Collection Services" means, collectively, the permanent site collection services.

"Containers" means a semi-trailer truck trailer and/or box truck.



"DNR" means the Department of Natural Resources.

"Member Community" or "Members" means, individually or collectively residents of the town or village.

"Permanent Site" means one of the locations for collection of accepted Items from residents that shall be available on a scheduled basis, which _____ may amend from time to time.

"Promotional Materials" means a listing on _____'s website, an e-list distribution, or such other form of promotion as _____ or its Member Communities elects to utilize in the promotion of the Collection Services provided under this Agreement.

"Term" shall have the meaning ascribed in Section 4.

2. Responsibilities of COM2

2.1 Except as otherwise specified herein, COM2 shall furnish personnel, labor, equipment, and vehicles necessary for loading. Which also includes the collection, packaging, transportation, and recycling of CEDs from residents of _____ Member Communities.

2.2 COM2 shall register with the DNR as a recycler and collector as defined in the Law.

2.3 COM2 shall recycle, or cause to be recycled, all CEDs delivered by residents of Member Communities to be transported to and recycled at a facility licensed and permitted to lawfully receive the material in accordance with applicable federal, state, and local law. COM2 shall not be responsible for wear and tear of collection site of CEDs.

2.4 COM2 shall provide detailed weight reports by material category and by collection in accordance with reporting requirements of the Law.

2.5 COM2 shall provide _____ with a certificate of recycling for Items collected by COM2.

2.6 COM2 shall not charge any fees to the municipality or residents for any services provided under this agreement at any time during the term of this agreement.

3. Responsibilities of _____

3.1 _____ shall be the primary contact for COM2 throughout the contract term.

3.2 _____ shall register with the DNR as a Collector (as defined in the Law) and provide information to the DNR, as may be required by the Law. _____ shall maintain such registration in conformance with the Law and any applicable regulations. If the DNR compliance is not met, this Agreement will be considered void.

3.3 _____ shall coordinate with Member Community staff to identify sufficient space for COM2 to perform the collection, packaging, and loading of Accepted items at sites.



3.4 _____ shall coordinate with Member Community staff regarding posting of the list of Accepted Items and participation limits in accordance with the Law.

3.5 _____ shall be responsible for communicating any changes in collection practices or Accepted items to the Member Communities.

4. **Term of the Agreement**

4.1 The initial term of this Agreement shall commence on _____ and end on _____, unless terminated earlier in accordance with this Agreement or extended in writing by mutual agreement of the parties.

4.2 The Agreement may be automatically annually renewed or otherwise amended by mutual agreement of the parties.

5. **Indemnification**

5.1 _____ shall indemnify, defend and hold harmless COM2 and the Members, and its respective officials, employees, agents, representatives and attorneys, in both their official and individual capacities (collectively, the "Indemnitees"), from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees (including attorneys' fees and court costs) and costs which may be asserted against an Indemnitee in consequence of entering into this Agreement or which may result from or arise out of any action or omission of COM2, its officers, employees, agents or subcontractors under this Agreement.

6. **Notice**

6.1 Unless otherwise specified, any notices or communications required to be given to or served upon _____ - or COM2 shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier; (iii) personal delivery with receipt acknowledged in writing; or (iv) electronic delivery to the email address specified below. Either party shall have the right to change from time to time its mailing address or email address.

7. **Miscellaneous**

7.1 COM2 represents and warrants that it is fully licensed under federal, state, and local law and regulations to collect, transport, store, and recycle Accepted items. It further represents and warrants that it will perform the services to be provided under this Agreement in full conformity with all applicable federal, state, and local law and regulations.

7.2 COM2 shall not assign this Agreement or any part thereof without the prior written consent of _____.

7.3 This Agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of Wisconsin.



7.4 COM2 shall act as an independent contractor. All personnel used by COM2 shall be employees of COM2. COM2 will pay all wages and appropriate expenses of said personnel, as well as employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.

7.5 _____'s failure to act with respect to a breach by COM2 does not waive _____'s right to act with respect to subsequent or similar breaches. The failure of _____ to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

7.6 The provisions of this agreement shall survive the voluntary or involuntary termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

COM2 RECYCLING SOLUTIONS

By:

By: _____

Title:

Title: _____

Date: _____

Date: _____

Here is a List of all the Accepted Materials

TELEVISIONS: -

1. CRT TVs & Monitors (Old Tube TVs)
2. LCD TVs & Monitors
3. Projection & Wood Console TVs

COMPUTER & PERIPHERALS: -

1. Desktop Computer Towers
2. Laptop & Chromebook Computers
3. Tablets
4. Keyboards, Mice & Computer Speakers
5. Small-Scale Servers
6. DVD, VHS, & Blu-Ray Players
7. Hard Drives & Flash Drives
8. Satellite Receivers
9. Routers & Modems
10. Desktop Printers, Scanners, & Fax Machines
11. VCRs & DVRs
12. Gaming Systems
13. Cell Phones

Kitchen Appliances:

1. Microwaves
2. Vacuum Cleaners

Other Household Electronics:

1. Calculators
2. Cameras
3. Box Fans, Air Circulator Fans, etc.
4. Home Theatre Systems and Sound Bars
5. Landline Telephones and Cords
6. Navigation Devices
7. Portable CD Players
8. Power Cords
9. Radios, Clock/Radio Combos, and CB Radios
10. Stereo Systems and Stereo Speakers
11. Typewriters

ITEMS NOT ACCEPTED	
Refrigerators	Batteries
Coffee Makers	Industrial Fans
De-Humidifiers	Stoves
White Goods*	Blenders
Air Conditioners	
Smoke Detectors	
Fluorescent Bulbs	
Washers	
Dryers	

WHITE GOODS CLASSIFICATION:

Cooling & Refrigeration Appliances

- Refrigerators
- Freezers
- Air Conditioners (window & portable units)
- Dehumidifiers
- Water Coolers

Laundry Appliances

- Washing Machines
- Clothes Dryers

Dish & Food Service Appliances

- Dishwashers

Heating & Mechanical Appliances

- Furnaces
- Boilers
- Water Heaters



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

www.cityofmequonwi.gov

Sewer

TO: Common Council
FROM: Kristen Lundeen, Director Public Works/City Engineer
DATE: May 12, 2026
SUBJECT: RESOLUTION 4291 - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts

Background

In spring 2020, the Sewer Utility District Commission (SUDC) authorized a condition assessment for the sanitary lift station along Ranch Road, located west of Oriole Lane, which is commonly referred to as Lift Station E (LS E). This assessment report was finalized in January 2021 with the recommendation to replace the station. Subsequently, the Sewer Utility initiated a site selection process that resulted in a Common Council authorized resolution identifying and authorizing negotiations for easement or property acquisition on 8 parcels, including 2010 Ranch Road.

On March 1, 2024, City staff and the design team learned that the property at 2010 Ranch Road was available for purchase. The property is the ideal location for the new lift station, as it is immediately adjacent to the existing lift station. Reconstruction of the lift station at 2010 Ranch Road would not only reduce the project cost, but it would also minimize disruption during construction and reduce the number of newly impacted property owners. At the March 12, 2024, meeting, the Common Council authorized **Resolution 4109 - A Resolution Declaring the Necessity and Establishing the Relocation Order for the Relocation and Reconstruction of Sanitary Sewer Lift Station E and Authorizing the Purchase of the Property at 2010 West Ranch Road**. The purchase was followed by the designation of 2010 West Ranch Road as the location for the new lift station.

Subsequent to those legislative items, the following project efforts and approvals have been completed:

- Geotechnical field evaluation
- Wetland delineation

- Pre-demolition testing for lead and asbestos. Any material requiring abatement or special disposal will be addressed prior to demolition.
- Tree survey
- Neighborhood meeting
- Planning Commission approval of the conditional use grant and the building and site plan
- "Save the Perennials Day" for residents to preserve and relocate perennials prior to home demolition and lift station construction
- MMSD Approval
- WDNR Approval: Wetland Disturbance and Sewerage System Improvement plan approval
- Easement and covenant negotiations with the adjacent River Bend Homeowners' Association (HOA)

Supporting documents and project history are available on the project website at: <https://www.cityofmequonwi.gov/publicworks/page/lift-station-e-ranch-road-reconstruction>.

Analysis

The project was advertised for bid starting in February, noticed in the City's official paper and a pre-bid meeting was held on site. Ultimately, the City received three bids:

Bidding Contractor	Total Base Bid
Staab Construction Corp.	\$9,723,000
Mid City Corporation	\$9,988,600
Rohde Brothers, Inc.	\$11,486,400

Applied Technologies, Incorporated (ATI), the City's Design Engineer for the project, has evaluated the bids and recommends award to Staab Construction Corporation (see attached recommendation letter). As is standard with most City construction projects, staff recommends that the award authorize a contingency in addition to the bid award amount, to address change orders associated with standard project costs. Given the size and duration of the project, staff is requesting authorization of a 10% contingency, authorizing a total of \$10,695,300 to Staab Construction Corp.

In addition to the bid award for the lift station replacement, staff is recommending award of a Construction Related Services and Construction Observation contract to ATI. Pending approval, ATI will provide daily inspection of the project, general project management, contract administration, development of an Operation and Maintenance Manual, and oversee project start-up, including all WDNR submittals. Please see the attached proposal for details. Given the current Utility Manager vacancy, this contract is vital to ensuring successful implementation of the project as proposed.

The total engineering fee is listed as \$738,700. As construction observation is billed on a time-and-materials basis, staff is requesting authorization of a 10% contingency on this contract as

well for a total value of \$812,570.

Award of the project is also contingent upon resolution of negotiations with the River Bend Homeowners' Association (HOA) for the acquisition of an expanded easement and amendment to the covenants. The City Attorney has been actively communicating with the HOA to resolve terms and conditions for executing the legal documents, and an update on the successful resolution of these concerns was provided to the Common Council at their last meeting on April 21, 2026. As indicated, the resolution requires that the appropriate documents be executed prior to the subsequent execution of these subject contracts.

Fiscal Impact

The Sewer Utility has allocated several fiscal years of capital funding to this project. The project was originally budgeted across three separate capital accounts, taking a literal budgeting approach for the gravity sewer, force main and lift station. However, the project was bid without a distinction for those bid items. Therefore, the resolution includes an associated budget transfer so that all funds reside in the lift station account, and all invoicing will be processed from that account.

Notably, the anticipated timeframe for project construction spans two fiscal years. Therefore, it is anticipated that Fiscal Year 2027 capital funding will be used to supplement the overall project cost. ATI provided an anticipated spending structure for the base contract pricing, as follows:

	2026	2027
Staab	\$3,700,000	\$6,023,000
ATI	\$380,000	\$358,700
Total	\$4,080,000	\$6,381,700

The Sewer Utility successfully self-funded this project and will not require debt financing. The FY2027 budget process will include a review of the Sewer Utility rate policy with the spend down of these capital accounts.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on May 12, 2026.

Attachments:

Mequon LS-E Bid Evaluation Letter, Mequon LS-E CRS Proposal

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4291

RESOLUTION 4291 - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts

RECITALS

- A. The City of Mequon Sewer Utility has advertised and received bids for the Lift Station E Replacement contract.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. Staff 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 Sewer Utility District Commission.
- D. Pending reallocation of existing capital funding and allocation of Fiscal Year 2027 capital funding, adequate funds for these contracts are available from the Capital Project - 0669, Lift Station (740002) account.
- E. To provide for additional services that may result from the project, the contract award amount shall be affirmed with a 10% contingency for a total cost of:
- Staab Construction Co., Inc: \$10,695,300
Applied Technologies, Inc.: \$812,570
- F. The Sewer Utility District Commission at its meeting on May 12, 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 Lift Station E Replacement Contract with Staab Construction Co., Inc., of Marshfield, Wisconsin, is approved, subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Construction Related Services and Construction Observation Contract with Applied Technologies, of Brookfield, Wisconsin, is approved, subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.

3. Reallocate \$500,000 from Account #610669-74001: Gravity Sewer Fund to Account #610669-740002: Lift Station Fund.

4. Reallocate \$250,000 from Account #610669-74003: Force Main Fund to Account #610669-740002: Lift Station Fund.

5. The Mayor and the City Clerk are authorized and directed to execute and deliver the same, pending the execution of associated easement and covenant documents with the River Bend Homeowners' Association.

Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

Caroline Fochs, City Clerk



April 1, 2026

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

Subject: **EVALUATION OF BIDS**
Lift Station E Replacement
Mequon, Wisconsin
Bid Date of March 26, 2026

Dear Ms. Lundeen:

We have completed our evaluation of bids opened on March 26, 2026 for the Lift Station E Replacement. A copy of the Tabulation of Bids listing the bids received is attached for your information. Also attached is Table 1, which presents a Bid Summary comparison of the subcontractors and suppliers listed on Schedule A and B of each bid.

Three bids were received for the project. With 39 companies listed as plan holders prior to bid opening, the bidding process drew a good response to the bid advertisement. Staab Construction Co., Inc. of Marshfield, Wisconsin, submitted the low bid price of \$9,723,000. The second low bid (Mid City Corporation of Butler, WI) was \$9,988,600 and the third bid (Rohde Brothers, Inc. of Plymouth, WI) was \$11,486,400. With three bids being received and the two low bids within 3% of each other the bidding process appeared to be very competitive. The engineer's construction estimate was \$9,320,000. This places Staab's bid within 5% of the engineer's estimate.

The bid submitted by Staab contains all the required documentation, including the acknowledgement of addenda, signature and bid security. No bid informalities were noted. Only named equipment suppliers (no alternates) were listed on Schedule A – Major Equipment Schedule. On Schedule B, Staab listed themselves as the Mechanical contractor, J. Miller Electric of Port Washington, WI as the electrical subcontractor, Mared Mechanical of Menomonee Falls, WI as the HVAC subcontractor, and Butters Fetting Co., Inc. of Janesville, WI as the plumbing subcontractor. Staab will self-perform much of the remaining project work including building and wet well construction, excavation, and pipeline installation.

Staab has a long history of performing general construction in Wisconsin, including numerous projects at municipal wastewater treatment plants and pump stations. Given the bidder's substantial assets and solid track record in public wastewater treatment projects, we recommend award of the contract to Staab Construction Corp. for \$9,723,000.



Please contact me if you have any questions or need additional information.

Sincerely,

Applied Technologies, Inc.

Edward A. Longhini, P.E.
Project Manager

/Attachments

TABULATION OF BIDS
Lift Station E Replacement
City of Mequon, Wisconsin
Thursday, March 26, 2026 – 1:45 p.m.

Bidding Contractor	Addenda No. 1 – 3 (✓)			Total Base Bid (\$)	Signature (✓)	Bid Security (✓)
	No. 1	No. 2	No. 3			
Staab Construction Corp.	✓	✓	✓	\$9,723,000.00	✓	✓
Mid City Corporation	✓	✓	✓	\$9,988,600.00	✓	✓
Rohde Brothers, Inc.	✓	✓	✓	\$11,486,400.00	✓	✓

TABLE 1 – TABULATION OF SCHEDULE A & B
Lift Station E Replacement
City of Mequon, Wisconsin
Thursday, March 26, 2026 – 1:45 pm

Contractor		Staab Construction Corp.	Mid City Corporation	Rohde Brothers, Inc.
Total Base Bid		\$9,723,000.00	\$9,988,600.00	\$11,486,400.00
Schedule A – Major Equipment Schedule (By Specification Section)	26 29 23 Adjustable Speed Controllers	Named Manufacturer: Eaton/Cutler-Hammer \$236,474 Alternate:	Named Manufacturer: Eaton/Cutler-Hammer \$236,474 Alternate:	Named Manufacturer: Eaton/Cutler-Hammer \$240,123 Alternate:
	26 32 13 Standby Power Generator	Named Manufacturer: Cummins/ONAN \$393,800 Alternate:	Named Manufacturer: Cummins/ONAN \$400,000 Alternate:	Named Manufacturer: Cummins/ONAN \$393,799 Alternate:
	26 36 23 Automatic Transfer Equipment	Named Manufacturer: ASCO \$59,389 Alternate:	Named Manufacturer: ASCO \$60,000 Alternate:	Named Manufacturer: ASCO \$52,680 Alternate:
	43 24 11 Submersible Pumps	Named Manufacturer: Xylem-Flygt \$1,050,000 Alternate:	Named Manufacturer: Xylem-Flygt \$1,350,000 Alternate:	Named Manufacturer: Xylem-Flygt \$1,085,000 Alternate: KRT (\$300,000)

TABLE 1 – TABULATION OF SCHEDULE A & B
Lift Station E Replacement
City of Mequon, Wisconsin
Thursday, March 26, 2026 – 1:45 pm

Contractor		Staab Construction Corp.	Mid City Corporation	Rohde Brothers, Inc.
	44 31 00 Carbon Adsorber Odor Control Equipment	Named Manufacturer: Evoqua Water Tech \$159,360 Alternate:	Named Manufacturer: Purafil Inc. \$185,000 Alternate:	Named Manufacturer: Purafil Inc. \$150,000 Alternate: Perry Fiberglass Products (\$28,000)
	46 41 23 Direct Drive Submersible Mixer	Named Manufacturer: Xylem-Flygt \$48,000 Alternate:	Named Manufacturer: Xylem-Flygt \$48,000 Alternate:	Named Manufacturer: Xylem-Flygt \$48,000 Alternate: Anamix (\$10,000)

TABLE 1 – TABULATION OF SCHEDULE A & B
Lift Station E Replacement
City of Mequon, Wisconsin
Thursday, March 26, 2026 – 1:45 pm

Contractor		Staab Construction Corp.	Mid City Corporation	Rohde Brothers, Inc.
Schedule B – Subcontractor Listing		Mechanical: Staab Construction Corp. \$	Mechanical: Mid City Corporation \$	Mechanical: Rohde Brothers, Inc. \$
		Electrical: J. Miller Electric Inc. \$1,180,333	Electrical: J. Miller Electric Inc. \$1,100,000	Electrical: Next Electric \$1,211,500
		HVAC: Mared Mechanical \$358,000	HVAC: Mid City Corporation \$	HVAC: Rohde Brothers, Inc. \$
		Other: Plumbing Butters Fetting Co., Inc. \$47,000	Other: Building JH Hassinger \$2,100,000	Other: Concrete/GC Work Quasious Construction \$2,804,157 Other: Site Piping/Earthwork Super Excavators \$1,945,000

March 16, 2026



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

Subject: Proposal for Construction Related Services (CRS) and Construction Observation
City of Mequon Lift Station E Replacement Project

Dear Kristen:

Applied Technologies (ATI) is pleased to present this proposal to provide Construction Related Services (CRS) and Construction Observation for the Lift Station E Replacement Project. This proposal details our proposed scope of work, and engineering fees.

SCOPE OF WORK

The proposed scope of services for this project includes CRS and Construction Observation. Specific tasks are outlined in the following sections.

CONSTRUCTION RELATED SERVICES (CRS)

Project Management

1. Prepare project instructions after notice to proceed is received from the City.
2. Provide coordination and management of all project team members including subconsultants.
3. Prepare information and attend City meetings when requested to address work progress, address changes, and project cashflow.

Contract Administration

1. Issue a "Notice to Proceed" to the Contractor to begin the construction work.
2. Meet with the Contractor and the City for a preconstruction conference.
3. Coordinate field surveying services as provided by the Contractor.



4. Make periodic visits to the project site to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. We have assumed 18 site visits during the monthly construction progress meetings.
5. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit. Provide the City a summary of submittal status on a periodic basis.
6. Consult with and advise the City and act as the City's representative during construction as provided in the General Conditions of the Contract Documents.
7. Meet with the Contractor and the City for construction progress meetings. We have assumed 18 monthly construction progress meetings.
8. Review the Contractor's monthly applications for payment and make recommendations to the City for payment to the Contractor.
9. Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
10. Authorize minor variations in the work (field orders) from the requirements of the Contract Documents that do not involve an adjustment in the contract price or contract time and are consistent with the overall intent of the Contract Documents.
11. Assist the City in negotiating with the Contractor the scope and cost of any necessary contract change orders. Prepare such change orders as may be required and submit them to the City for approval.
12. Conduct a final inspection of the construction with the City and Contractor. Prepare substantial completion documentation and list of items (punch list) remaining to be completed.
13. Prepare a set of electronic record drawings including significant changes made during construction. Record drawings shall be based upon the drawings in the Contract Documents, with modifications based upon marked-up prints, drawings, and other data furnished by the Contractor. Provide the City with a set of electronic record drawings and two sets of prints of the record drawings. Provide the City with an electronic copy of shop drawings, test records, and inspection records.

O&M Manual and Start-up

1. Prepare an operation and maintenance manual for the new facilities in accordance with the requirements of the Wisconsin Department of Natural Resources (WDNR).
2. Submit hard copies of draft manual to the City and the WDNR for review, including the WDNR checklist.



3. Revise the manual as appropriate and provide two (2) hard copies and one electronic version to the City.
4. Review manufacturers' O&M manual submittals/data for conformance to contract requirements.
5. Assemble manufacturers' O&M manual submittals/data in an organized system of electronic (PDF) files.
6. Assist the City in startup of the new facilities. Coordinate with the Contractor and equipment suppliers.

Additional Services

1. Provide design assistance for modifications during construction as directed by the City. The scope of work for design assistance will be determined at the time of the City's request, prior to providing additional services.

CONSTRUCTION OBSERVATION

1. Provide the services of a part-time Resident Project Representative (RPR) for on-site observation of the work during the construction period. We have assumed 40 hours/week of inspection for 20 weeks for installation of the wetwell and underground piping, and 16 hours/week for another 40 weeks for the remaining construction, for a total of 1,440 hours. The duties and responsibilities of the RPR are described in Attachment A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative."

ENGINEERING FEE

Based on the tasks identified in the Scope of Work, we estimate the engineering fee for the two phases of work as follows:

Construction Related Services (CRS)	\$521,000
Construction Observation	<u>\$217,700</u>
Total Engineering Fee:	\$738,700

Construction related services will be billed on a lump sum basis based on the estimated percent complete for the CRS fee. Construction observation will be billed on a time and material basis. Engineering services will be billed monthly. We will not exceed our total engineering fee without your written authorization.



Ms. Kristen Lundeen – Director of Public Works/City Engineer

March 16, 2026

Page 4 of 5

Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the City of Mequon.

Best regards,
Applied Technologies, Inc.

James J. Smith, P.E.
President

Edward A. Longhini, P.E.
Project Manager

Attachments: General Provisions

Attachment A, “A Listing of the Duties, Responsibilities and Limitations of
Authority of the Resident Project Representative

City of Mequon

Lift Station E Replacement Project

Construction Related Services (CRS) and Construction Observation

Accepted by:

Owner: _____
By (Signed): _____
By (Print): _____
Title: _____
Date: _____



GENERAL PROVISIONS

1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only. Notwithstanding the foregoing, Construction Related Services (CRS) shall be provided on a fixed lump sum basis not to exceed \$521,000, and Construction Observation services shall be provided on a time and materials basis not to exceed \$217,700, in each case without prior written authorization from the City to exceed such amounts. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. ATI shall not exceed any agreed not-to-exceed amount without the City's prior written approval. Rate schedules shall not be adjusted for this Agreement without the prior written approval of the City.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. No Additional Services shall be performed without the City's prior written authorization, including agreement on scope, schedule, and compensation.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices shall be payable within forty-five (45) days of receipt. The City shall have the right to review and reasonably dispute any invoice prior to payment, and no interest shall accrue on disputed amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Nothing herein shall be construed to limit ATI's liability for its negligent acts, errors, or omissions.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. Notwithstanding the foregoing, ATI shall prepare such opinions of cost consistent with the applicable standard of care and based on reasonably available information. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents. Notwithstanding the foregoing, ATI shall perform its construction observation services consistent with the applicable standard of care and shall promptly notify the City of any observed nonconforming work, material deviations from the Contract Documents, or significant safety concerns observed in the field.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use. ATI shall maintain, at a minimum: (a) Workers' Compensation insurance as required by law; (b) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (c) Professional Liability insurance with limits of not less than \$1,000,000 per claim. ATI shall provide certificates of insurance to the City upon request. Such insurance shall be maintained for the duration of the Project and, for Professional Liability coverage, for a period of at least two (2) years thereafter.

9. Indemnification

ATI agrees to indemnify, defend, and hold harmless Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of ATI, including errors or omissions in the performance of its professional services, in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project to the extent permitted by Wisconsin law.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

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

10. Limitation of Liability

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. Nothing in this Agreement shall be construed to limit ATI's liability for its negligent acts, errors, or omissions.

11. Ownership and Reuse of Documents

All reports, drawings, specifications, and other deliverables prepared by ATI under this Agreement shall become the property of the City upon payment for such services. ATI may retain copies for its records. The City shall have the right to use such documents for the Project for which they were prepared. Any reuse of such documents for projects other than the Project, or for material modifications to the Project, without ATI's written verification or adaptation, shall be at the City's sole risk. ATI shall not be liable for any such reuse not verified or adapted by ATI. Any requested verification or adaptation by ATI shall be subject to mutually agreed additional compensation.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. Each party shall bear its own attorneys' fees and costs.

14. Controlling Law and Severability

This Agreement shall be governed by the laws of the State of Wisconsin, and venue shall lie in Ozaukee County, Wisconsin. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by both parties.

16. Records and Audit.

ATI shall maintain complete and accurate records of all costs and time billed under this Agreement for a period of at least three (3) years following completion of the services. The City shall have the right to audit such records upon reasonable notice.

17. Assignment.

ATI shall not assign or transfer this Agreement, or any portion thereof, without the prior written consent of the City.

18. Subconsultants.

ATI shall be fully responsible for the acts and omissions of its subconsultants. ATI shall require all subconsultants to comply with the applicable terms of this Agreement.

19. Compliance with Laws.

ATI shall comply with all applicable federal, state, and local laws, regulations, ordinances, and permit requirements in the performance of its services.

20. Public Records.

ATI acknowledges that the City is subject to the Wisconsin Public Records Law. ATI shall cooperate with the City in responding to any public records requests related to this Agreement, and any confidentiality claims shall be subject to applicable law.

21. Independent Contractor.

ATI is an independent contractor and not an employee or agent of the City.

ATTACHMENT A
A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT
PROJECT REPRESENTATIVE

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
 - a) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor.
 - b) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer.
7. Records:
 - a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b) Keep a diary or log book and send copies to Engineer.
 - c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
8. Reports:
 - a) Furnish Engineer periodic reports as required of progress of the Work.
 - b) Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
9. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, lien waivers and other documentation attached to the pay request, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
10. Completion:
 - a) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - c) Observe that items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

Mayoral Re-Appointments 2026

	First Name	Last Name	Title	Term (Years)	Expiration Date	District
Festivals Committee	Lisa	Liljegren	Alt. Member #1	1	5/1/2027	At-Large
Hiram Schmitt Fund	Jenne	Hohn	Member	3	5/1/2029	At-Large
Mequon Nature Preserve	Kathleen	Schneider	Member	3	5/1/2029	At-Large
Southern Ozaukee Fire Department & EMS Board and Commission	Lynn	Streeter	Member	3	5/1/2029	At-Large