



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

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

Parks and Forestry Department

**PARK AND OPEN SPACE BOARD  
Regular Meeting  
Wednesday, May 20, 2026 - 6:30 PM  
South Conference Room**

**Agenda**

- 1) Call to Order and Roll Call**
- 2) Approval of Meeting Minutes**
  - a) Meeting minutes of April 22, 2026
- 3) Action Items**
  - a) A Resolution Authorizing the following items: A) A Land Lease for One Dollar Annually to the Thiensville-Mequon Rotary Foundation for the Construction of the Rotary Park Playground Until June 1, 2028; and B) A Development and Donation Agreement with the Thiensville-Mequon Rotary Foundation for the Rotary Park Playground
- 4) Discussion Items**
  - a) Mequon Commons
- 5) Work Plan**
  - a) 2026 Work Plan (May 20, 2026)
- 6) Adjourn**

DATED: May 14, 2026

/s/ Jason Cain, Chair

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Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodation for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.



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Parks and Forestry Department

**PARK AND OPEN SPACE BOARD  
Regular Meeting  
Wednesday, April 22, 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 6:30 p.m.

**Present:**

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

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

**2) Approval of Meeting Minutes**

a) Meeting minutes of March 25, 2026

<b>MOTION:</b>	Approval of March 25, 2026 Minutes
<b>MOVER:</b>	Board Member James Lysaught
<b>SECONDER:</b>	Board Member Harlan Balkansky
<b>AYES:</b>	Chair Jason Cain, Alderman Peter Bratt, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member Gerald Vite, Board Member David Wolfson
<b>NAYS:</b>	None

<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]
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**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) Discussion Items**

a) Review of Park CORP Playground Assessment

Buildings and Grounds Superintendent Bodoh summarized MSA’s findings, noting aging equipment, safety concerns, and poor condition ratings at several playgrounds. The board discussed priority improvements, clarified factors affecting replacement decisions, and affirmed that Riverview Park’s playground will be a key focus for upcoming capital planning.

b) Review and Approval of Top 5 Capital Improvement Priorities

Buildings and Grounds Superintendent Bodoh outlined projected costs, potential funding sources, and bundling certain projects. Board members discussed timing, maintenance considerations, and impacts on remaining capital funds before approving the recommended list.

<b>MOTION:</b>	Approval of Top 5 Capital Improvement Priorities
<b>MOVER:</b>	Board Member Harlan Balkansky
<b>SECONDER:</b>	Board Member Steven Kulick
<b>AYES:</b>	Chair Jason Cain, Alderman Peter Bratt, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member Gerald Vite, Board Member David Wolfson
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

c) Authorization of 2026 Capital Projects

<b>MOTION:</b>	Approval of 2026 Capital Projects
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<b>MOVER:</b>	Board Member Harlan Balkansky
<b>SECONDER:</b>	Board Member Steven Kulick
<b>AYES:</b>	Chair Jason Cain, Alderman Peter Bratt, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member Gerald Vite, Board Member David Wolfson
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

**5) Informational Items**

- a) Next Tentative Meeting Date: May 20 (pending Rotary Playground submittal) or June 17 (if no application by Rotary)

Board members discussed upcoming scheduling and confirmed that the next meeting would be held on May 20, 2026.

**6) Work Plan**

- a) 2026 Work Plan (April 22, 2026)

**7) Adjourn**

Motion to adjourn at 7:12 p.m.

<b>MOTION:</b>	Adjourn
<b>MOVER:</b>	Board Member Harlan Balkansky
<b>SECONDER:</b>	Board Member James Lysaught
<b>AYES:</b>	Chair Jason Cain, Alderman Peter Bratt, Board Member Harlan Balkansky, Board Member Steven Kulick, Board Member James Lysaught, Board Member Gerald Vite, Board Member David Wolfson
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

Respectfully Submitted,  
Kaitlynn Honeck  
DPW Administrative Assistant



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Phone: 262/236-2914  
Fax: 262/242-9655

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**Engineering**

**TO: Park and Open Space Board**  
**FROM: Kristen Lundeen, Director Public Works/City Engineer**  
**DATE: May 20, 2026**  
**SUBJECT: A Resolution Authorizing the following items: A) A Land Lease for One Dollar Annually to the Thiensville-Mequon Rotary Foundation for the Construction of the Rotary Park Playground Until June 1, 2028; and B) A Development and Donation Agreement with the Thiensville-Mequon Rotary Foundation for the Rotary Park Playground**

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**Background**

In April 2024, the City and the Rotary Club of Thiensville-Mequon entered into a predevelopment agreement for the construction of an all-user inclusive playground at Rotary Park. Subsequently, the Thiensville-Mequon Rotary Foundation (Foundation) is requesting further approvals to transition to construction of the playground.

The proposed resolution authorizes execution of two legal documents: a land lease and a development and donation agreement. The land lease allows the City to grant permission to the Foundation to utilize a portion of Rotary Park to construct the playground. The development and donation agreement is a version of the standard template utilized when private donors fund, build and contribute infrastructure to the City.

Pending execution of the legal documents, the Foundation will pursue the following approvals:

- Conditional Use Grant, Building and Site Plan and Master Sign Plan – Park and Open Space Board -> Planning Commission
- Stormwater/Green Infrastructure Plan Approval – initially City staff level, subsequently MMSD and potentially WDNR (if applicable)
- Erosion Control Permit – City/WDNR (if applicable)
- Potential Fill/Excavation/Berm Permit (depending on land balancing calculations)
- Construction Permit(s) (such as building, plumbing, electrical, HVAC)
- Sign Permits

**Analysis**

*Land Lease*

The Land Lease defines/authorizes the following:

- Area of land to be utilized for the project, which is generally the space where the existing playground is located.
- Term of the lease, through June 1, 2028 at the request of Rotary, renewable for up to one year.
- Compensation of \$1 annually.
- Obligation of the tenant to maintain the condition of the premises, prohibition to impact the taxation status of the property, to pay for utility usage and licenses.
- Allowable and prohibited uses and allowable improvements.
- Obligation of repair and maintenance to leased land.
- Tenant and landlord obligations for legal terms related to the agreement, including, but not limited to: indemnification and liability, insurance, compliance, access and default.

#### *Development and Dedication Agreement*

The base of this document is the standard template utilized for all private organizations funding, constructing and dedicating infrastructure to the City. Modifications for this specific agreement include:

- Requirements for project approvals, including the conditional use grant, building and site plan, master sign plan and civil site related plans, as well as all required permitting.
- Exceptions to the City of Mequon Parks and Open Space Naming Rights Policy.
- Responsibility of the Foundation to hire a project manager who will ensure that the project is constructed per the City approvals and certify such at project completion.

The Foundation has also reviewed the documents.

#### **Fiscal Impact**

The Foundation is solely funding the project and the legal documents do not contemplate City funding or financing for the project. The Development and Donation Agreement requires minimum fundraising thresholds prior to the start of construction, to ensure timely completion of the project.

The Foundation is not requesting use of the pavilion or park that would impact the City's ability to rent the spaces and collect revenue during the project.

#### **Recommendation**

A recommendation is forthcoming from the Park and Open Space Board, May 20, 2026; further recommendation forthcoming from the Committee of the Whole, June 9, 2026.

Attachments:

Land Lease, Development and Donation Agreement - Rotary Park Playground

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

A Resolution Authorizing the following items: A) A Land Lease for One Dollar Annually to the Thiensville-Mequon Rotary Foundation for the Construction of the Rotary Park Playground Until June 1, 2028; and B) A Development and Donation Agreement with the Thiensville-Mequon Rotary Foundation for the Rotary Park Playground

**RECITALS**

A. The City of Mequon and the Thiensville-Mequon Rotary Foundation desire, for the benefit of their citizens, to enter into a land lease for the purpose of the construction of an inclusive all-user playground at Rotary Park.

B. The Thiensville-Mequon Rotary Foundation has raised, or is raising funds to finance the project.

C. The City of Mequon and the Thiensville-Mequon Rotary Foundation agree to a land lease which outlines the purpose and responsibilities of each party, including a lease term of June 1, 2028, an annual rental payment of \$1.00 and the maintenance of the site during the lease term.

D. The City of Mequon and the Thiensville-Mequon Rotary Foundation agree to the development and dedication agreement which outlines the purpose and responsibilities for project approvals, construction, financing and dedication of the playground.

D. The Park and Open Space Board at its meeting on May 20, 2026 favorably endorsed the agreements.

E. The Committee of the Whole at its meeting on June 9, 2026 recommended approval of the agreements.

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

1. The land lease to the T-M Rotary Foundation for the final design and construction of the gateway feature is approved.

2. The City agrees to the terms of the development agreement in substantial conformity with the form appended to this Resolution.

3. The Mayor and City Clerk are authorized and directed to execute the documents substantially in the form as attached, subject to any clerical or technical changes identified by the

City Attorney.

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

Date Approved: May 20, 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 20, 2026.

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

## Land Lease

This Lease ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Commencement Date"), by and between the City of Mequon, a municipal corporation of the State of Wisconsin (the "Landlord"), and Thiensville-Mequon Rotary Foundation, Inc., a Wisconsin not-for-profit organization (the "Tenant").

1. Premises. The Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by the Tenant, hereby leases and demises to the Tenant and the Tenant leases from the Landlord the portion of land of the Landlord's property located at Rotary Park, 4100 West Highland Road, (the "Premises"), which is more specifically shown on the Legal Description attached hereto as Exhibit A (the "Legal Description"). Note that the Lease does not include the Rotary Pavilion. Exclusive access to the storage area within the Rotary Pavilion for the construction of an accessible bathroom will be provided through an approved building permit for the work. At no time shall the existing bathrooms be closed to the public during normal business hours (from dawn until dusk) nor during any Rotary Pavilion Rentals. The path access from the parking lot and pavilion leading to the pond/fishing pier and north section of the park shall also remain open at all times. Closure of the existing path to construct the new path is subject to the approval and conditions of the Buildings and Grounds Superintendent.

2. Term. This Lease shall commence on August 10, 2026, and shall terminate on June 1, 2028, unless earlier terminated as provided for herein (the "Term"). Provided that Tenant is not in default under this Lease, and that this Lease has not been terminated as provided for hereunder, the Term of the lease shall automatically extend for one additional one-year term. Either party may terminate this Lease at any time upon written notice to the other party of not less than 60 days.

3. Rental. Tenant shall pay \$1.00 as an annual base rent (the "Rent") during the Term of the Lease. The first such payment shall be payable upon execution of this Lease, and each such subsequent payment shall be made on or before the first (1st) day of each calendar year during the Term commencing on January 1, 2027, and each year thereafter. Tenant shall have the right to pay Rent for all or any portion of the Term in advance. No security deposit shall be required. All Rent and other payments required by this Lease shall be made to the Mequon Finance Director at 11333 N. Cedarburg Rd., Mequon, WI 53092, or at such other place as the Landlord may from time to time designate by written notice to the Tenant. The Rent and other payments shall be paid to the Landlord without notice or demand and without abatement.

4. Condition of Premises. No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Premises, or as to the use that may be made of the Premises. In no event shall the Landlord be responsible or liable for any defect in the Premises or for any limitation on its use.

5. Taxes. Tenant and Landlord expect that the Premises will be exempt from real property taxation by virtue of the ownership and use of the same. In the event that the Premises are not exempt from real property taxation, either party may terminate this Lease upon notice of not less than 5 days. In the event that the Lease is not terminated, Tenant shall pay any real estate taxes imposed. Tenant shall have the right to contest or review all or any

real estate tax assessed against Tenant by legal proceedings.

6. Utilities. The Landlord shall pay all standard charges for water, sewer and electrical services supplied or rendered to the Premises before the same become delinquent. Should the cost of the utilities increase as a direct result of the Tenant's use of the property, including but not limited to pumping of the holding tank, the Tenant shall be responsible for the net increase in cost from the baseline of standard charges.

7. Licenses. The Tenant shall obtain, pay for and keep current, all permits and licenses necessary for the operations contemplated herein and covenants not to violate any of the terms thereof, and agrees to hold the Landlord harmless from any costs resulting from failure by it to comply therewith.

8. Use of Premises; Improvements; Non-Discrimination.

A. Use. The Premises shall be used and occupied by the Tenant primarily for the purpose of constructing, dedicating and maintaining a playground (the "Approved Use"). It is expressly understood and agreed that the Tenant may, subject to compliance with applicable laws, regulations, ordinances, associated Development and Donation Agreement and the terms of this Lease, solicit donations for the construction of the Premises. Notwithstanding the foregoing, at no time shall Tenant use the Premises or permit the Premises to be used in such a way as to render the property taxable.

B. Prohibited Activities. The Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or the Land, or do or permit anything to be done on the Premises or the Land, in any manner (i) which causes Tenant to lose its status as a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code; (ii) which results in or generates tax liability to the property; (iii) which causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (iv) which constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies; or (v) which impairs or tends to impair the proper economic maintenance, operation and repair of the Premises and/or its equipment, facilities or systems.

C. Improvements. Tenant may, at its own expense, construct and install improvements on the Premises to carry out its purposes and use thereof, provided that such work shall first be approved by the Landlord. Upon termination of this Lease, any permanent structures or improvements installed by Tenant shall become property of the Landlord and shall remain on the Premises, while any non-permanent improvements shall remain property of the Tenant and shall be removed promptly.

D. Non-Discrimination. Neither Landlord nor Tenant shall discriminate against any employee, applicant for employment, customer, visitor, or the like, because of race, color, national origin, age, gender, or handicap.

9. Repairs and Maintenance.

A. Tenant Obligations. The Tenant shall not cause or permit any waste, damage or injury to the Premises. Tenant, at its sole expense, shall keep the Premises, with all improvements made thereto (whether existing on the Commencement Date or subsequently installed by Tenant); clean and in good condition (reasonable wear and tear excepted) to

include general cleanup including cleaning and janitorial service, litter control and garbage removal. Notwithstanding the foregoing, any permitted alterations, improvements or additions shall be in compliance with the applicable laws, regulations and ordinances affecting such work. Tenant may, at its sole cost and expense, maintain planting beds and lawn in the area immediately surrounding (within 5 feet) the Premises including trimming, pruning, cultivating, weeding, mulching, fertilizing, irrigation, pest control and removal and replacement of shrubs and flowers.

B. Landlord Obligations. Landlord shall at its cost and expense: (i) make all maintenance, repair, and replacement of concrete sidewalks and concrete areas outside of the Premises; and (ii) maintain the park surrounding the Premises.

10. Indemnification & Liability. Each party shall hold the other harmless from all loss and damage occasioned by the negligent use or maintenance of the Premises or the negligent use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the Premises, to the extent that each is responsible therefore whether pursuant to its obligations hereunder, or as a result of any negligent or intentional act by such party, its servants, agents, employees, licensees or invitees. Notwithstanding the foregoing, under no circumstances shall the Landlord, nor any agent or employee of the Landlord, be liable for (a) loss of or damage to any property of the Tenant, or of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, heat, explosion, falling debris, steam, gas, electricity, dust, water or snow, or leaks from any part of the Premises or from any other cause whatsoever, (d) any such damage caused by other occupants or persons in the Premises or by construction of any private, public or quasi-public work, or (e) any latent defect in the Premises.

11. Assignment, Subletting and Mortgages. Tenant shall not assign nor sublet the whole or any part of the Leased Premises without Landlord's prior written consent in each instance, which consent may be withheld at the sole discretion of Landlord.

12. Insurance.

A. Liability Insurance. During construction, Tenant shall ensure at its sole expense that there is appropriate levels of applicable insurance coverage (worker's compensation, commercial general liability, business auto liability, umbrella liability and/or renters or contents insurance). Such policies shall contain a provision whereby the insurance carrier waives any right of subrogation against the Landlord and its insurance carrier. Tenant agrees to include Landlord as an additional insured on Tenant's commercial general liability insurance policy.

B. Building Insurance. Landlord agrees to maintain building and liability insurance on the Building and other improvements on the Premises and all equipment, machinery and fixtures therein insuring against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies, in amounts not less than the replacement value of the improvements thereon. Such coverage shall not include builder's risk or related coverage during the course of any construction activities on the Premises.

13. Compliance with Laws. The Tenant shall, at its own cost and expense: (a)

comply with all governmental laws, ordinances, orders and regulations affecting the Land and the Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, and other organizations establishing insurance rates; (c) not suffer, permit, or commit any waste or nuisance; and (d) install fire extinguishers in accordance with insurance requirements.

14. Fire or Casualty. In the event the Premises are partially or totally destroyed by fire or other casualty, this Lease shall immediately terminate with no continuing obligations on the part of either party.

15. Eminent Domain. In case all or part of the Premises is taken by the exercise of the power of eminent domain or similar authority by whatever name called, then this lease shall immediately terminate with no continuing obligations on the part of either party. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant.

16. Security. During Tenant's active use of the Premises the Tenant shall be responsible for providing a reasonable level of security for the Premises, considering the nature of the events and activities conducted by the Tenant at the Premises. Tenant shall be responsible for payment of all costs and expenses related to security for its activities. Landlord shall be responsible to provide security for the Premises that is similar to what Landlord provides for other parks in the City at those times where Tenant is not actively using the Premises.

17. Access to Premises.

A. Inspection. The Landlord shall have the right to enter upon the Premises at any time for the purpose of maintaining the Premises and/or inspecting the same for compliance with this Lease.

B. Public Access. The general public shall continue to have access to the Premises at any time, subject to applicable rules and regulations of the Landlord related to park access, except that the Tenant may, with prior approval by the Landlord, restrict such access for private events on the Premises including celebrations and fundraising activities.

C. Tenant's Use of Park. Tenant, and its employees, contractors, volunteers and guests may access the Premises by foot through the park area surrounding the Premises. Any additional use of the park facilities located outside the Premises by Tenant is subject to Tenant's receiving a permit for such use from the City to the extent a permit is required by the City's ordinances, procedures or policies applicable to all other persons or entities using park facilities within the City of Mequon. In addition, if required by the City's ordinances, procedures or policies applicable to all other persons or entities using park facilities within the City of Mequon, the Tenant's use of the park facilities located outside the Premises is subject to receipt by Tenant of the approval of the City's Parks Department, which approval will not be unreasonably withheld.

18. Default.

A. Tenant's Default. This Lease is on the condition that: (i) if Tenant shall default in the performance of any of its obligations hereunder, including the payment of rent, and if such default shall continue for ten (10) days after written notice from Landlord designating

such default, or (ii) if any assignment shall be made by Tenant for the benefit of creditors, or (iii) if Tenant's leasehold interest shall be taken on execution, or (iv) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U. S. Code is filed by Tenant or if such a petition is filed against Tenant and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter declare this Lease terminated and the Term ended and may exercise all remedies available under Wisconsin Law.

B. Landlord's Default. If Landlord defaults in the performance or observance of any agreement or condition contained in this Lease to be performed or observed by it, and does not cure such default within a reasonable time under the circumstances, but in no event more than thirty (30) days after notice in writing from Tenant specifying the default (or does not commence such cure within said period and thereafter prosecute same to completion with due diligence), then Tenant may, as its sole available remedy, terminate this Lease and vacate the premises without further obligations hereunder.

19. Attorney Fees. The Landlord and Tenant shall be entitled to reasonable attorneys' fees in the event that either of them shall retain an attorney to enforce the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the other party to be performed.

20. Quiet Enjoyment. The Landlord hereby warrants that it has full authority to execute this Lease and agrees that the Tenant, upon paying rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises during the Term hereof, subject to the terms of this Lease and all existing easements, restrictions and covenants of record.

21. Entire Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Land and becomes effective as a lease only upon execution and delivery thereof by the Landlord to the Tenant.

22. No Waiver. No waiver of default hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Partial Invalidity. The invalidity or unenforceability of any provision hereof in a particular instance shall not affect or impair any other provisions or that provision in other instances.

24. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, overnight delivery service or personal service directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Notices shall be effective when received by the designated party.

Notice to the Landlord and the Tenant shall be as follows:

Landlord: City of Mequon  
Attn: City Administrator  
11333 N. Cedarburg Road  
Mequon, Wisconsin 53092

Tenant: Thiensville-Mequon Rotary Foundation, Inc.  
Attn. Terry Schacht  
11126 M. Cedarburg Rd  
Mequon, WI. 53092

25. No Mechanic's Liens. The Tenant shall not allow any mechanic's or materialmen's liens to stand against the Land or the Premises relating to work performed at the request of the Tenant. All work shall be done in a good and workmanlike manner employing materials of good quality. The Tenant shall hold the Landlord harmless and shall indemnify the Landlord for all injury, loss, claims or damages to any person or properly occasioned by or growing out of said work and for all costs therefor.

26. Performance. In the event the Landlord or Tenant fails to perform any of its obligations or pay any amounts that are its responsibility to perform or pay hereunder, the other party shall be permitted, but shall not be obligated, to perform or pay the same and bill the party who failed to perform or pay. The nonperforming party shall reimburse the other party upon demand.

27. Holdover. In the event the Tenant remains, with the consent of the Landlord, in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Tenant shall be deemed to be occupying the Premises as a Tenant on a month-to-month basis. All other obligations contained herein shall continue to be applicable to such month-to-month tenancy.

28. Force Majeure. The Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond the Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, inability to obtain any material services or financing or through acts of God.

29. Headings. The headings of the several Paragraphs contained herein are for convenience only and do not affect or impair any other provision.

30. Governing Law. This Lease shall be interpreted and governed under the laws of the State of Wisconsin and Ozaukee County shall be the forum for any litigation hereunder.

31. Binding Effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

**In Witness Whereof**, the parties hereto have caused these presents to be duly executed on the date first above written.

Landlord:  
**City of Mequon**

By: \_\_\_\_\_  
Andrew Nerbun, Mayor

Attest: \_\_\_\_\_  
Caroline Fochs, City Clerk

State of Wisconsin            )  
  ) ss.  
County of Ozaukee            )

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above-named Andrew Nerbun and Caroline Fochs, the Mayor and Clerk, respectively, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipality.

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

Notary Public, \_\_\_\_\_ County  
State of Wisconsin  
My commission: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brian C. Sajdak, City Attorney

Tenant:  
**THIENSVILLE-MEQUON ROTARY  
FOUNDATION, INC.**

By: \_\_\_\_\_  
Name Printed

Attest: \_\_\_\_\_  
Name Printed

State of Wisconsin            )  
  ) ss.  
County of Ozaukee            )

Personally appeared before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above-named Andrew Nerbun and Caroline Fochs, the Mayor and Clerk, respectively, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipality.

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

Notary Public, \_\_\_\_\_ County  
State of Wisconsin  
My commission: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brian C. Sajdak, City Attorney

**Exhibit A**  
(Legal Description)



## DEVELOPMENT AND DEDICATION AGREEMENT

**THIS DEVELOPMENT and DEDICATION AGREEMENT** ("Agreement"), made as of the \_\_\_\_ day of MONTH 2026, by and between the Thiensville-Mequon Rotary Foundation, Inc. ("Foundation") and the City of Mequon, Wisconsin ("City") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

### RECITALS

A. The Foundation has raised funds sufficient to pay for the construction of an all-user inclusive playground at Rotary Park (the "Project") that it intends to construct on City property and then turn the Project over to the City by way of dedication.

B. The City and the Foundation previously entered into a Lease dated MONTH DATE, 2026, which identified the property upon which the Project is to be constructed.

C. The plans and renderings for the Project are subject to City review and approval. The City agrees that the Project would be an asset to the City, but needs to make sure that the Project will be completed in a timely and workmanlike manner in accordance with City processes and standards.

D. The Parties wish to memorialize their agreement with respect to the funding, construction and subsequent dedication of the Project in this Agreement.

Based upon and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I OBLIGATIONS OF THE PARTIES

**Section 1.1** The Foundation shall obtain all approvals required prior to authorizing financial obligation for or commencing construction of the Project. Based on the information provided to date, the following City approvals are required prior to commencing construction of the Project:

- (1) Conditional Use Grant in accordance with the City of Mequon Code of Ordinances Section 58-354(d)(1).
- (2) Building and Site Plan in accordance with the City of Mequon Code of Ordinances Division 4.
- (3) Master Sign Plan in accordance with the City of Mequon Code of Ordinances Sections 62-12 and 62-15.
- (4) Addition of Impervious Surface

- (i) If the Project results in an increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet (one-half acre), on a net basis, the Foundation shall provide green infrastructure as required by MMSD Rules Chapter 13 as a condition of the Building and Site Plan.
- (ii) If the Project results in an increase in impervious surface by an area equal to or greater than 21,780 square feet (one-half acre), on a net basis, a stormwater management plan meeting City, MMSD, and DNR criteria and associated best management practice infrastructure is required.
- (5) City of Mequon Erosion Control Permit, including a WRAPP permit from the WDNR, if applicable.
- (6) City of Mequon Fill, Excavation and Berm Permit, if applicable. If anticipated fill exceeds 1,000 cubic yards, Planning Commission approval of the minor request is also required.
- (7) Construction permits
- (8) Sign Permits

The Foundation shall contract with a Project Manager to oversee construction of the Project in accordance with this Agreement and the Approved Plans for the Project.

**Section 1.2** The Project, as proposed, does not meet the terms and conditions of the City of Mequon Parks and Open Space Naming Rights Policy (“the Policy”). While the City recognizes the benefit and role of private fundraising for a project of this scale, the City must also ensure equitable application of Naming Rights for City owned facilities. In recognition of the fundraising efforts already completed by the Foundation, execution of this Agreement provides waiver to the following sections of the Policy, with terms and conditions as referenced:

- (1) Section IV.A.; Exceptions to the naming of a park or asset contrary to the Policy are outlined in this section. Exceptions are limited to those outlined here. All other Naming Rights must adhere to the Policy.
- (2) Section IV.B.; The Foundation established and is administering its own set of criteria, as shown in Exhibit A.
- (3) Section VI.B. and VI.C; Naming rights established for donations have not been provided to the City and it is anticipated that not all organizations and/or person(s) will meet the criteria of the Policy.

- (4) Section VIII.B.; “Rotary” for both the park and playground are not different, as required. This Agreement authorizes the request for the playground to be named, “Rotary Park Playground”, as requested.
- (5) Section VIII.C; Absent a full listing of donor names, this is unknown. However, the City anticipates that not all donors will meet this criteria.
- (6) Section VII.E.; Absent a full listing of donor names, this is unknown. However, staff anticipates that not all donors will meet this criteria.
- (7) Section IX; The Foundation has already granted Naming Rights.
- (8) Section X; Absent a full listing of donor names, this is unknown. However, the City anticipates that not all donors will meet this criteria.
- (9) Section XII.B., C. and D.; The Foundation has provided proposed signage which does not comply with this section of the Policy.
  - (i) In addition, the proposed signage does not comply with Chapter 62, City of Mequon Sign Code, and will require a master sign plan application for review and recommendation by the Planning Commission and may be subject to the review and recommendation by the Common Council.
  - (ii) A recommendation of the master plan sign will be not only be based on the criteria of the Naming Rights Policy but the standards, criteria and policy considerations of the Sign Code.
  - (iii) Master Sign Plan approval and individual sign permit approval are required prior to initiating purchase orders for or construction of any sign.
- (10) Section XIII.D.; The Foundation has already granted Naming Rights.

**Section 1.3** The Project will be managed by the Project Manager, and the Foundation and Project Manager will provide, or otherwise ensure the availability of, sufficient (as approved by the City) limits of liability and casualty insurance naming the City as an additional insured.

**Section 1.4** The Project shall at all times be subject to City inspection and approval, and the City shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans.

**Section 1.5** The Foundation and the Project Manager are responsible for ensuring that construction, implementation and installation adhere to the Lease Agreement, this Agreement and the Approved Plans. Field modifications, whether or not viewed to impact the overall design, are subject to review and approval of City staff and may potentially require approval of other bodies, or amendments to the referenced agreements. Changes may not be implemented until after proper approval of the requested amendments. Requests for modifications shall be submitted to the

Buildings and Grounds Superintendent and allow two (2) business days for a response, but the City will prioritize an efficient response when able.

**Section 1.6** Prior to Project completion, the Foundation and the Project Manager shall complete an inspection of all Project elements to confirm installation per the Approved Plans and submit a letter of completion verifying such to the City.

**Section 1.7** After the Project is fully completed (as determined by the City's Park and Open Space Board) the Foundation shall dedicate the Project to the City at no cost or expense to the City, and the City shall accept dedication of the Project. Construction shall be completed free of all liens and encumbrances except for those liens and encumbrances permitted by this Agreement, and lien waivers for the for all work shall be submitted to the City as a condition precedent to its acceptance of dedication of such improvements.

**Section 1.8** The Foundation shall provide to the City a three-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the City, in a customary form reasonably acceptable to the City.

**Section 1.9** After the Project is dedicated to the City, the Foundation will address landscape watering and establish an endowment fund for equipment maintenance.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1** Representations and Warranties of City The City makes the following representations and warranties:

- (1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Foundation's purposes or needs.
- (3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City and no other or further acts or proceedings of the City are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the City, enforceable against it in accordance with

its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

- (5) The private development of the Project is consistent with the public purposes, plans and objectives of the City.

**Section 2.2** Representations and Warranties of Foundation Foundation makes the following representations and warranties:

- (1) Foundation is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.
- (2) Foundation will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by City staff which will not have a material adverse effect on the Project.
- (3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Foundation is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (4) Foundation will cause the Project construction to be covered under appropriate insurance policies including workers' compensation and comprehensive general liability. The comprehensive general liability policy, including contractual liability, will be issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except workers' compensation insurance.
- (5) Indemnification.
  - (i) Foundation hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense,

including attorneys' fees, suffered or incurred by the City in any way in connection with the Project construction, including without limitation:

- (a) The failure of Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto;
- (b) Any release by Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project;
- (c) Any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Foundation and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; and/or
- (d) Any violation by Foundation at the Project of any environmental law, rule, regulation or ordinance; except, in each of the foregoing instances, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

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

- (ii) Foundation, or any contractor or subcontractor retained by Foundation, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability,

claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

- (a) The negligent or willfully wrongful performance of this Agreement by Foundation, or any contractor or subcontractor retained by Foundation;
  - (b) The negligent or willfully wrongful construction of the Project by Foundation, or any contractor or subcontractor retained by Foundation;
  - (c) The violation by Foundation, or any contractor or subcontractor retained by Foundation, of any law, rule, regulation, order or ordinance;
  - (d) The infringement by Foundation, or any contractor or subcontractor retained by Foundation, of any patent, trademark, trade name or copyright;
  - (e) Claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances based upon the failure to construct the Project in accordance with the Approved Plans; or
  - (g) Injury to or death of any person at the Project; injury to any property caused by or at the Project during construction.
- (iii) The indemnification provisions herein are intended for the sole benefit of the indemnified parties, their heirs and their legal representatives. The indemnification hereunder shall be secondary to any available insurance coverage provided by the indemnifying party to the benefit of the indemnified party, and it is not intended to relieve such insurer from its obligations under its policy.

### **ARTICLE III FINANCING**

**Section 3.1** Project Costs. It is anticipated that construction of the Project will cost \$4,000,000 (the "Project Cost"). The Foundation has represented that it intends on financing the Project utilizing private donations and that these donations may be made through pledges of up to 3 years.

**Section 3.2** Project Commencement. The Foundation may not start construction on the Project until such time as it is able to demonstrate to the City's satisfaction that the Foundation

has cash-on-hand and/or pledges totaling 75% of the Project Cost, of which a minimum of 50% shall be cash-on-hand, or collected and expended on Project Costs to date.

#### **ARTICLE IV DEFAULT AND REMEDIES**

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

- (a) Any representation or warranty made by Foundation or the City in this Agreement, or any document or financial statement delivered by Foundation pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or
- (b) If the Foundation or the City shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or
- (c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or
- (d) Foundation shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed under 11 U.S.C. § 303(j) for a period of ninety (90) days or Foundation shall file an answer to such a petition or application, admitting the material allegations thereof, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the City; or (v) apply to a court for the appointment of a receiver or custodian for any of its

assets or properties, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the City, or have a receiver or custodian appointed for any of its assets or properties, with or without consent; or (vi) adopt a plan of complete liquidation of its assets; or

- (e) If Foundation shall cease to exist; or
- (f) A default shall occur under any other documents executed and delivered by Foundation to the City in connection with the Project.

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Foundation shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the City's rights against Foundation under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Foundation. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Foundation, shall be paid by Foundation to the City within 30 days following delivery of invoices documenting the costs.

## **ARTICLE V MISCELLANEOUS PROVISIONS**

**Section 4.1** Execution in Multiple Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 4.2** Construction The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

**Section 4.3** Legal Relationship Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

**Section 4.4** Survival All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

**Section 4.5** No Waiver The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

**Section 4.6** Severability of Provisions If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

**Section 4.7** Law Governing This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

**Section 4.8** Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Foundation is addressed to or delivered personally to:

Thiensville-Mequon Rotary Foundation, Inc.  
Attn. Terry Schacht  
11126 M. Cedarburg Rd  
Mequon, WI. 53092

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

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

With a Copy to:

Mr. Brian C. Sajdak, City Attorney  
Stafford Rosenbaum LLP

1200 N Mayfair Rd #430  
Milwaukee, WI 53226

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

**Section 4.9** Force Majeure As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

**Section 4.10** Compliance Nothing contained in this Agreement is intended to or has the effect of releasing Foundation, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

**Section 4.11** Amendment. This Agreement may only be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

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

[Signatures appear on the following page]

**CITY OF MEQUON**

By: \_\_\_\_\_  
Andrew Nerbun, Mayor

Attest: \_\_\_\_\_  
Caroline Fochs, City Clerk

State of Wisconsin            )  
  ) ss.  
County of Ozaukee            )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named Andrew Nerbun and Caroline Fochs, the Mayor and Clerk, respectively, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipality.

\_\_\_\_\_  
Print Name:  
Notary Public, \_\_\_\_\_ County  
State of Wisconsin  
My commission: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brian C. Sajdak, City Attorney

**THIENSVILLE-MEQUON ROTARY  
FOUNDATION, INC.**

By: \_\_\_\_\_  
NAME, President

\_\_\_\_\_  
NAME, Treasurer

State of Wisconsin            )  
  ) ss.  
County of Ozaukee            )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named NAME and NAME, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

\_\_\_\_\_  
Print Name:  
Notary Public, \_\_\_\_\_ County  
State of Wisconsin  
My commission: \_\_\_\_\_



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

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

**Engineering**

**TO: Park and Open Space Board**  
**FROM: Kristen Lundeen, Director Public Works/City Engineer**  
**DATE: May 20, 2026**  
**SUBJECT: Mequon Commons**

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At its meeting on April 14, 2026, the City of Mequon Common Council adopted the Mequon Commons Master Plan. Staff anticipates that the contract award for the Phase One Design and Development Plan Request for Proposals (RFP) will be awarded at the June 9, 2026 Common Council meeting, with recommendation by the Committee of the Whole. Proposals are due to the City on May 27, 2026.

*Prior Common Council Committee of the Whole Discussion April 14:* Based on concept plan review and direction from the Common Council Committee of the Whole (COTW), the final plan accomplishes the following:

- Contemporizes and improves a variety of year-round recreational and civic services to activate the campus and create a true community identity (*preliminary concept plans C1 and C2 were preferred*).
- Maintains the community pool on campus (*reinforced decision from Spring 2024 Strategic Planning Workshop and additional workshop meetings in 2025 and 2026*).
- Prioritizes pool reconstruction as the first phase of implementation for the master plan (*the plan identifies pool and supporting infrastructure as phase one and staff has developed a draft internal timeline for implementation*).
- Ensures the pool area accommodates several amenities, including green space and play areas as well as a multipurpose pool building.
- Anticipates alternative locations for the baseball field (*keeping Rennieke name for field at an alternative location, opportunity for improved and modernized playing conditions*).
- Enhances connectivity and establishes a path hierarchy internal and external to the campus and offers seasonal use (*creates cohesiveness, promotes active engagement, and addresses multimodal access, specifically bicycle, pedestrians*).
- Draws varying interests and flexible opportunities within the open space and lawn (*program space based on a flexible and changing set of interests, do not overbuild, deliver a nature-focused aesthetic, and prioritize year-round activity*).

Committee of the Whole members also commented on limiting the interruption of services on

campus during construction phases, keeping the playground near the library, further defining the scale and type of water amenities, constructing efficient and multi-use buildings for adaptable use (concessions, restrooms, rental, storage) and maximizing sunlight and creating privacy for pool users.

The following link provides direct access to the broadcast of the October 14, 2025, COTW meeting: <https://mequonwi.portal.civicclerk.com/event/1838/files/agenda/2119>

The following link provides direct access to the broadcast of the January 13, 2026, COTW meeting: <https://mequonwi.portal.civicclerk.com/event/1780/media>

The following provides direct access to the broadcast of the April 14, 2026, COTW meeting: <https://mequonwi.portal.civicclerk.com/event/1783/media>

### **Common Council Committee of the Whole Direction April 14, 2026**

*Final Mequon Commons Master Plan:* At the meeting on April 14, 2026, The Lakota Group presented the draft final Mequon Commons Master Plan. The plan incorporated the Committee's input as well as input from other City Boards and Commissions and reflects public feedback received in Phases 1 and 2. Subsequently, Committee of the Whole and the Common Council adopted the Master Plan.

Common Council directed City Staff to complete these subsequent action steps with the adoption of the Mequon Common Master Plan, and in an effort to meet critical milestones associated with Phase I pool construction as well as limiting the disruption of associated campus activities, staff will complete the following action steps, subject to the Committee's direction:

1. Adopt the master plan and ensure the final document is available for public distribution and guidance for short- and long-term decision-making. *The final document is available here:* <https://www.cityofmequonwi.gov/commdev/page/mequon-commons-master-plan>
2. Advance the ongoing analysis and confirmation of alternative community baseball field location(s). This effort will include assessment of mobilizing necessary equipment and/or facility improvements.
3. Advance financial planning associated with Phase I implementation at the May 12, 2026, Common Council meeting. *City Staff received direction from the COTW to utilize ARPA funding for the Phase I RFP.*
4. Issuance of a Mequon Commons Master Plan Phase I RFP with contract award expected at the June 9, 2026, Common Council meeting to plan for a 2028 pool opening (see attached draft Pool Timeline). *The RFP is available here:* <https://www.cityofmequonwi.gov/publicworks/bids-rfp/mequon-commons-phase-one-design-and-development-plan>

Attachments:

None

**Park and Open Space Board  
2026 Work Plan (April 22, 2026)**

<b>Month</b>	<b>Agenda Topics</b>
May	<ul style="list-style-type: none"> <li>• <i>Tentative:</i> Rotary All Inclusive Playground Lease Approval</li> <li>• <i>Tentative:</i> Community Sign Template Approval</li> <li>• <i>Tentative:</i> Mequon Commons Update</li> </ul>
June	<ul style="list-style-type: none"> <li>• <i>Tentative:</i> Budget Request</li> <li>• <i>Tentative:</i> POSB CAP Project Approvals / Public Works Committee / Council</li> <li>• <i>Tentative:</i> EAB Status Review</li> </ul>
September	<ul style="list-style-type: none"> <li>• <i>Tentative:</i> Budget Review</li> </ul>
November	<ul style="list-style-type: none"> <li>• <i>Tentative:</i> FY27 Capital Improvement Projects for Potential Selection</li> </ul>

**Future Agenda Topics**

- Community Sign Template Approval
- EAB status review
- Donation/Dedication “Manual”