



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, June 9, 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 2026-1691** - 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; **Recommended by Joint Extraterritorial Zoning Committee April 27, 2026; First Reading at Common Council May 12, 2026.**
 - 1) Public Hearing
 - 2) Consideration of Ordinance
 - b) **ORDINANCE 2026-1692** - An Ordinance Approving the Rezoning of the Property Located at 1306 W. Pioneer Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) and and A-2 (Agricultural/Rural Residential requiring 20-acre minimum lot size) Zoning Classifications to the Town of Grafton's R-3 (Urban Single-Family Residential) Zoning Classification, to Allow and Approve a 112 Single-Family Lot Subdivision within the City of Mequon's Extraterritorial Zoning Area; **Recommended by Joint Extraterritorial Zoning Committee April 27, 2026; First Reading at Common Council May 12, 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) Architectural Board meeting minutes of April 13, 2026
- b) Common Council meeting minutes of May 12, 2026
- c) Festivals Committee meeting minutes of April 20, 2026
- d) Finance-Personnel Committee meeting minutes of April 14, 2026
- e) Joint Mequon-Thiensville Bike & Pedestrian Way Commission meeting minutes of April 9, 2026
- f) Public Safety Committee meeting minutes of December 9, 2025
- g) Public Welfare Committee meeting minutes of April 14, 2026
- h) Acceptance of the FY2025 Annual Comprehensive Financial Report & Report on Internal Control
- i) **RESOLUTION 4292** - A Resolution Approving a Certified Survey Map for the Property Located at 11713 North Farmdale Road and Accepting the Dedication of 1.21 Acres of Public Right-of-Way Along North Farmdale Road; **Recommended by Planning Commission May 18, 2026.**
- j) **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 2026-1693** - An Ordinance Creating Section 46-4 of the Mequon Municipal Code, Related to the Regulation of Camping Within the City; **Recommended by Public Safety Committee May 12, 2026; First Reading.**

8) Ordinances: None

9) Resolutions:

- a) **RESOLUTION 4293** - A Resolution Approving 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 an All-User Inclusive Playground at Rotary Park; **Recommendation Forthcoming by Committee of the Whole June 9, 2026.**
- b) **RESOLUTION 4294** - A Resolution Awarding the Contract for the Mequon Commons Phase One Design and Development Plan to Williams Architects of North Bay, Wisconsin in the Amount of \$180,325; **Recommendation Forthcoming by Committee of the Whole June 9, 2026.**

- c) **RESOLUTION 4295** - A Resolution Approving an Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for Cellular Equipment Located on the City's Water Tower at 10817 N. Industrial Drive Through 2055; **Recommendation Forthcoming by Finance-Personnel Committee June 9, 2026.**
- d) **RESOLUTION 4296** - A Resolution Approving a Professional Services Agreement for the Acquisition and Installation of a Replacement Server for the Mequon Police Department with Heartland Business Systems of Pewaukee, Wisconsin in the Amount of \$38,420; **Recommendation Forthcoming by Finance-Personnel Committee June 9, 2026.**
- e) **RESOLUTION 4297** - A Resolution Authorizing Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2025, in Accordance with Requirements Under Wisconsin Administrative Code NR208; **Recommendation Forthcoming by Sewer Utility District Commission June 9, 2026.**

10) Specified Unfinished Business From Prior Meetings: None

11) Specified New Business: None

12) Adjourn

Dated: June 4, 2026

/s/ Andrew Nerbun, Mayor

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

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



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Community Development

TO: Common Council
FROM: Natalie Redding, Planner
DATE: June 9, 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: June 9, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 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



I, THE UNDERSIGNED, TOWN CHAIRMAN OF THE
TOWN OF GRAFTON, OZAUKEE COUNTY,
WISCONSIN, DO HEREBY CERTIFY THE "LAND USE
PLAN MAP, TOWN OF GRAFTON, OZAUKEE COUNTY,
WISCONSIN".

ATTESTATION:

Lester A. Bartel Jr.
Lester Bartel Jr., Town Chairman

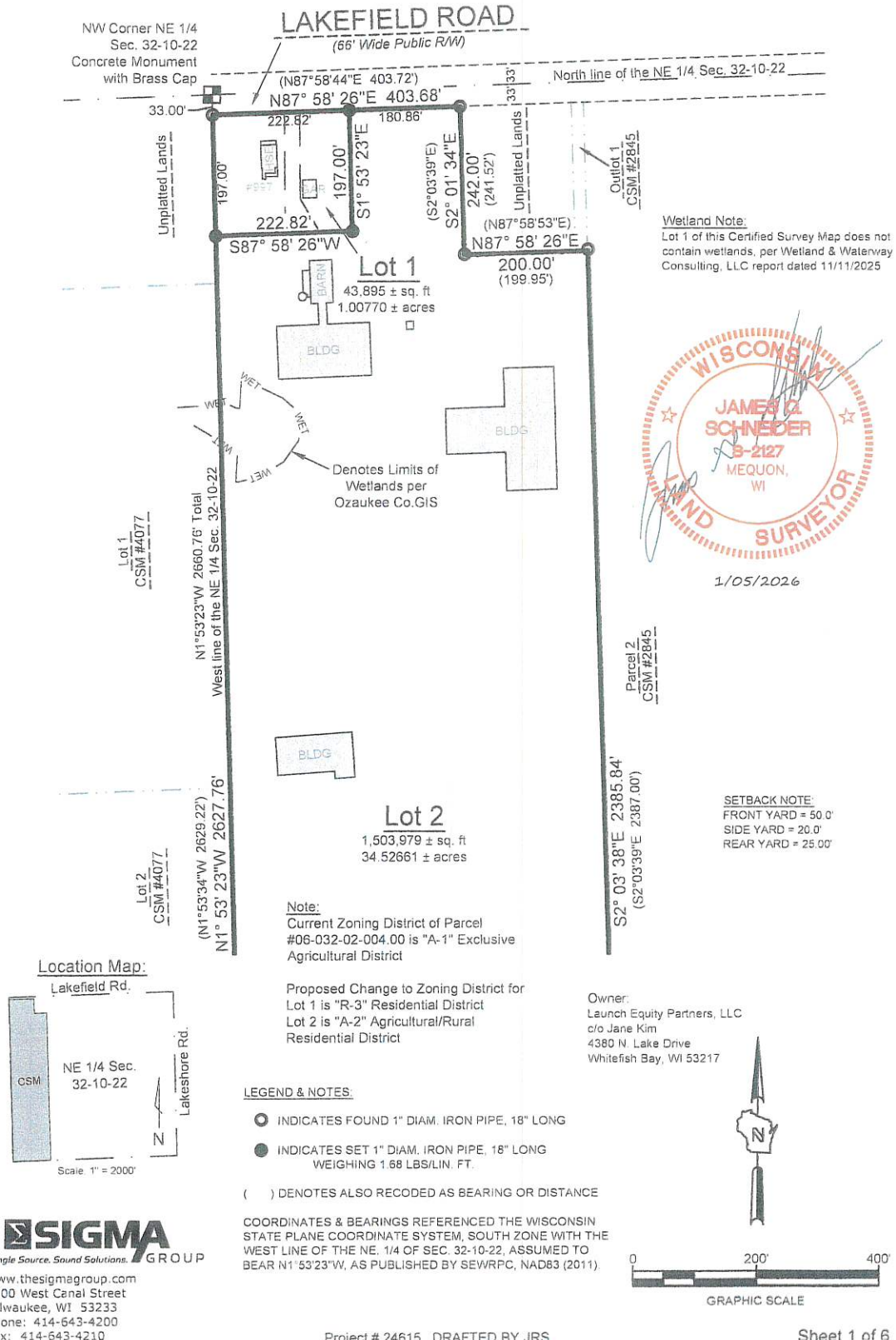
8/13/14
Date

Amanda L. Schaefer
Amanda L. Schaefer, Town Clerk

8.13.14
Date

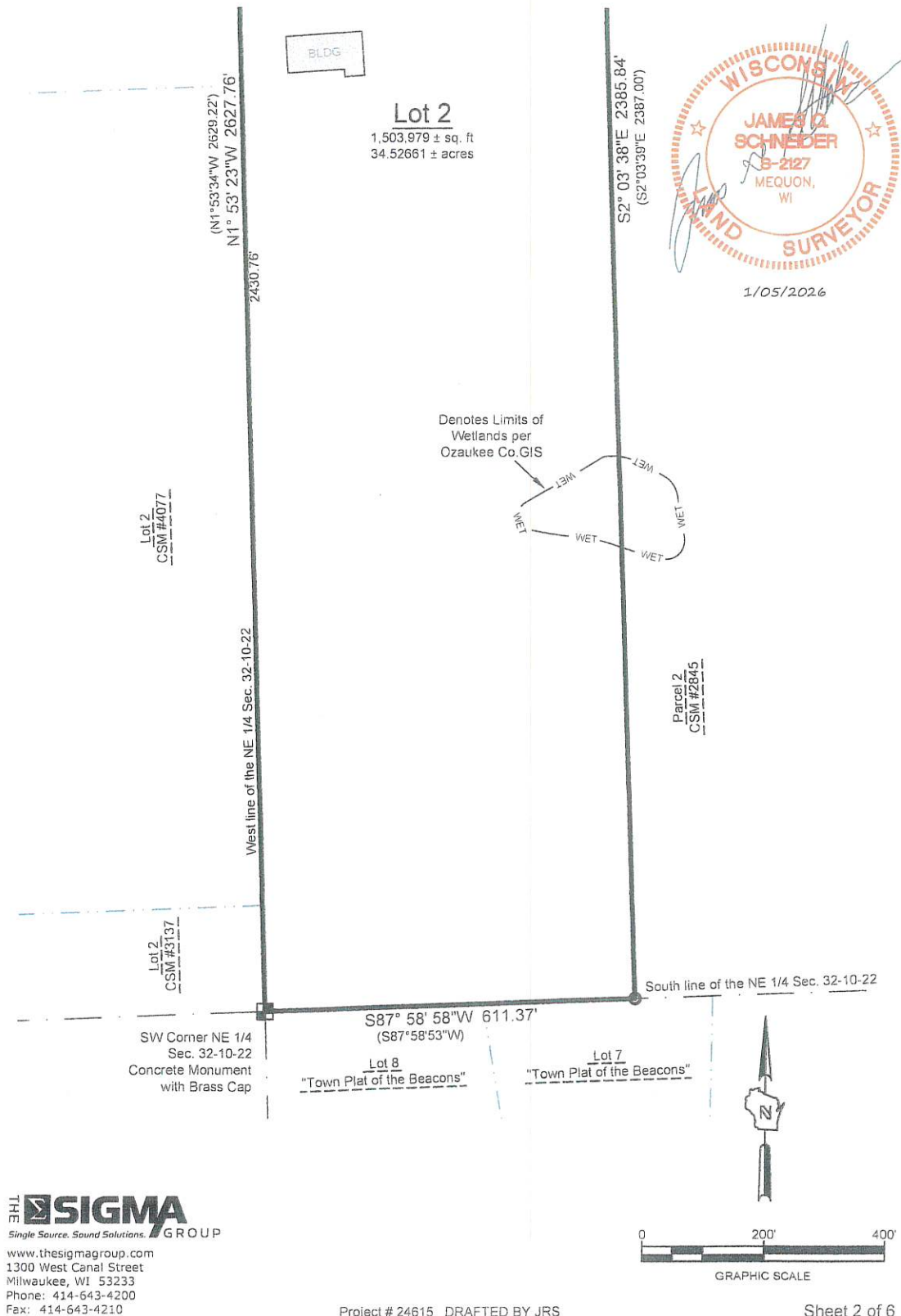
CERTIFIED SURVEY MAP NO. _____

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



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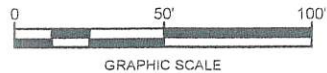
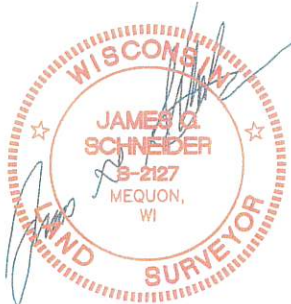
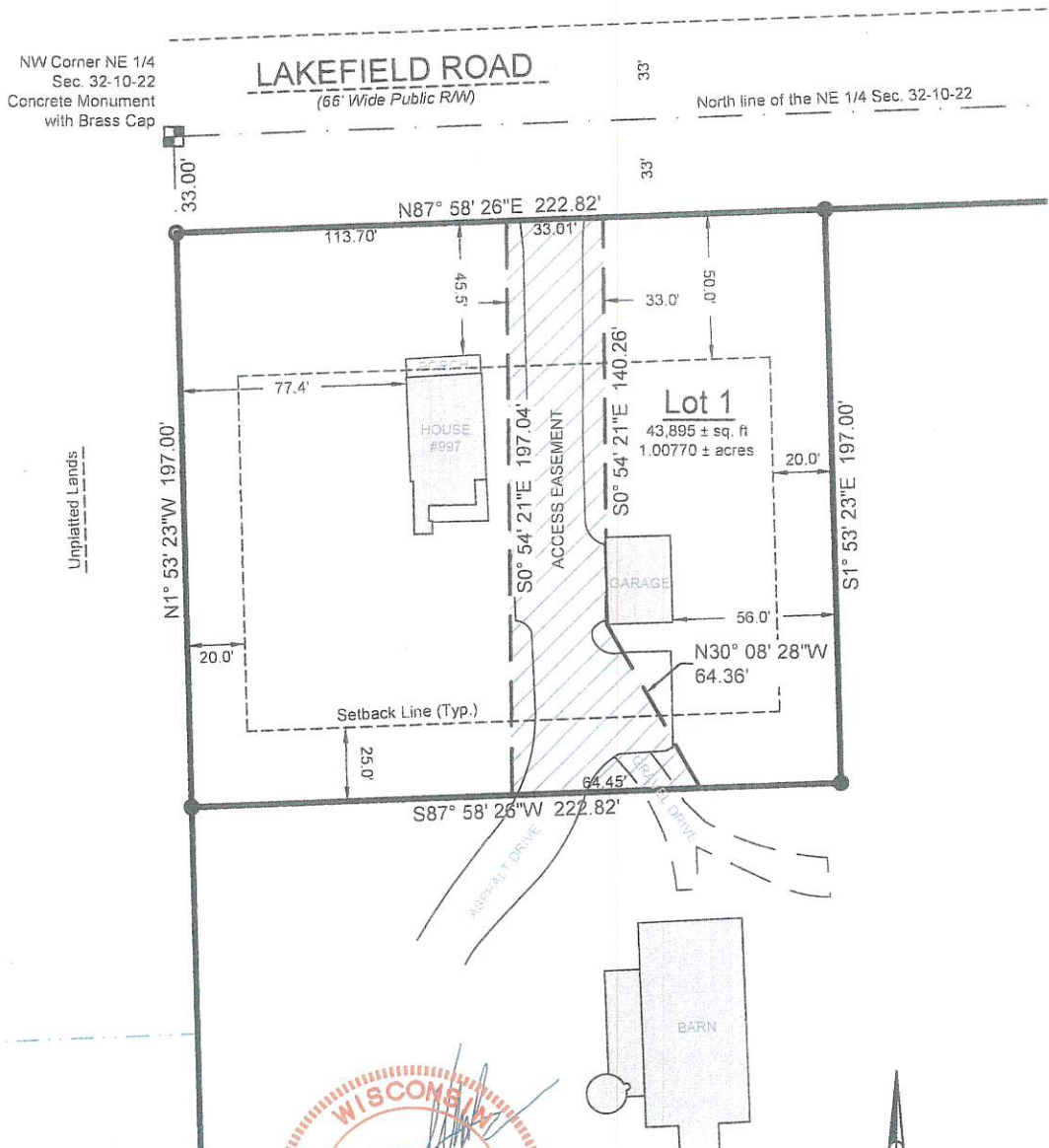


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LOT 1 DETAIL

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



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1/05/2026

Project # 24615 DRAFTED BY JRS

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:

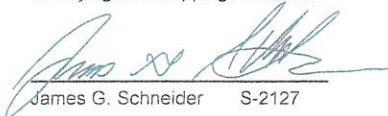
A redivision of Parcel 1 of Certified Survey Map No. 2845, as recorded at the Ozaukee County Register of Deeds office in Volume 20, Pages 223-224, as Document No. 547183, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the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

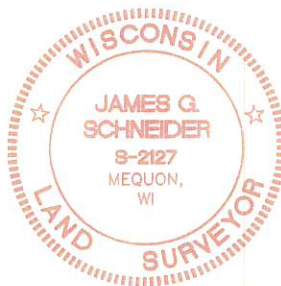
Said lands containing 35.53432 acres of land, more or less.

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

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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__.

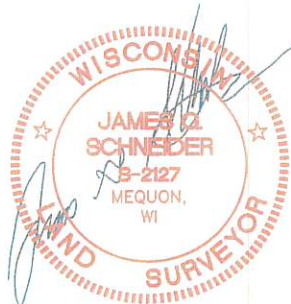
STATE OF WISCONSIN)
COUNTY)^{ss}

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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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

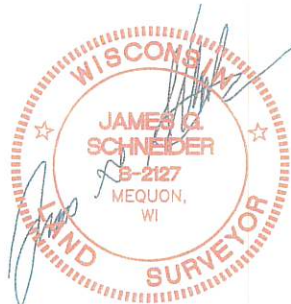
TOWN OF GRAFTON TOWN BOARD APPROVAL

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

Lester Bartel, Town Chairman

Laurie Arendt, Clerk

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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.

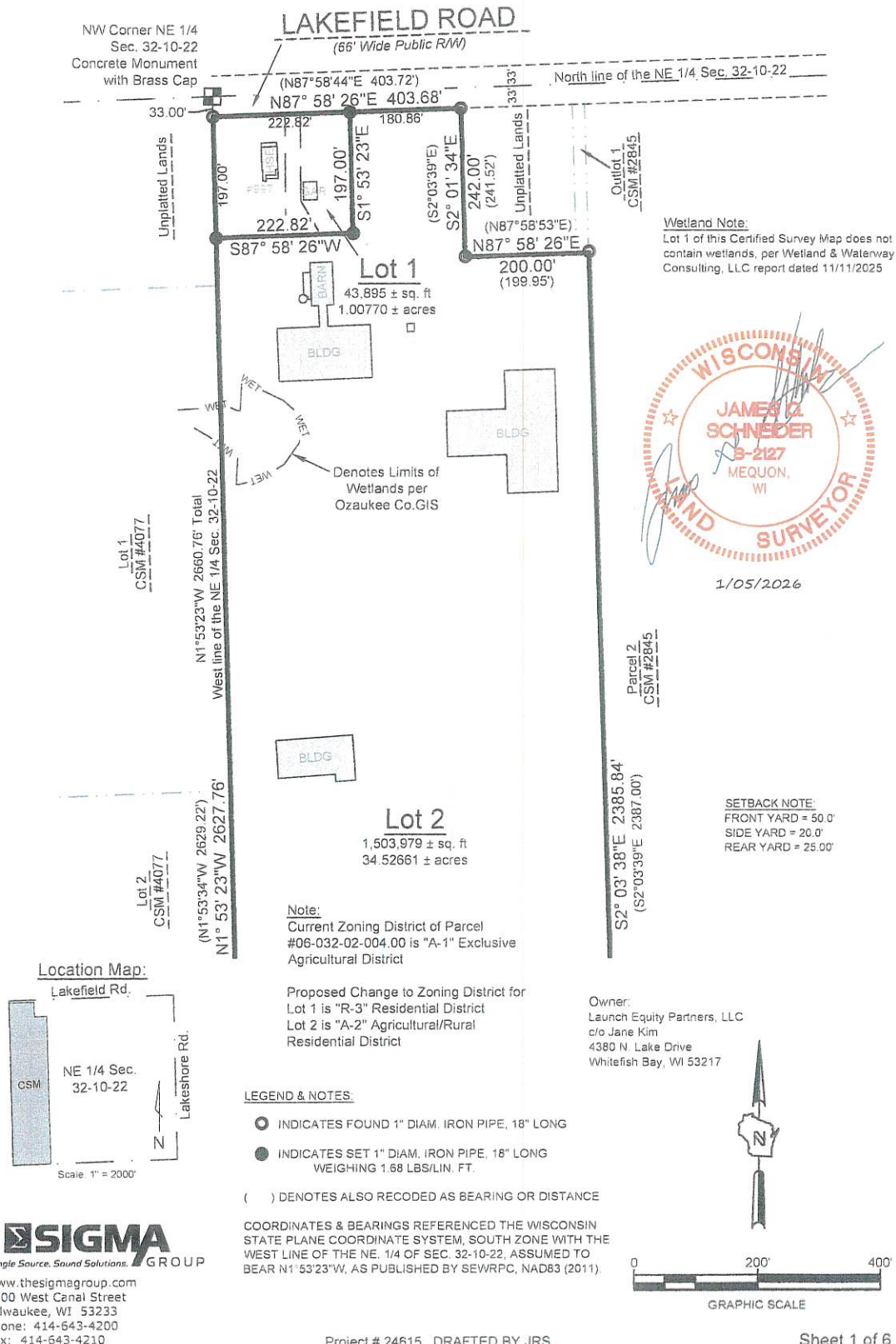
Lots shall have a minimum area of 32,670 square feet and shall not be less than 120 feet in width at the building setback line. Corner lots shall provide a minimum lot width of not less than 135 feet at the building setback line.

(E) Building Height and Area

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

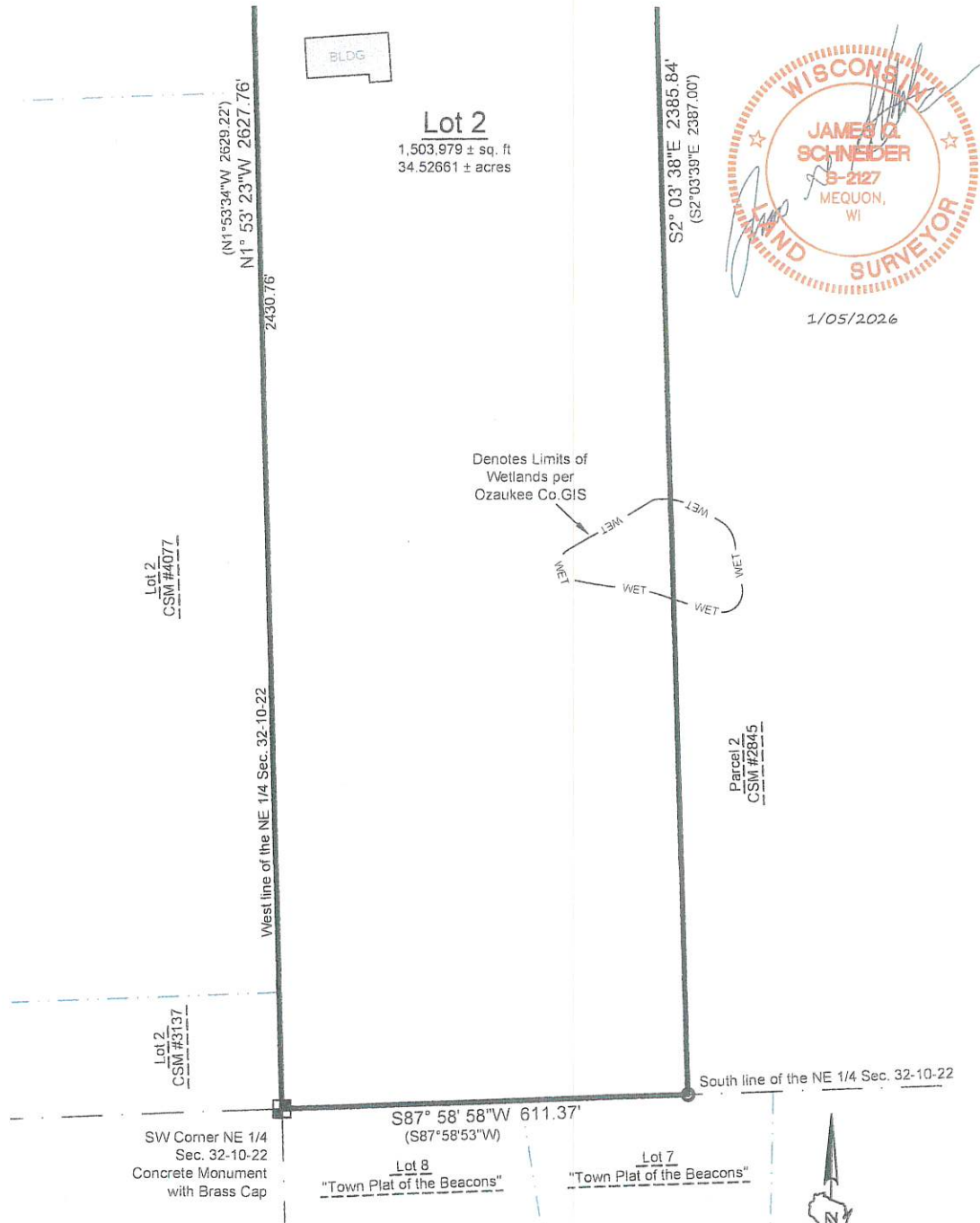
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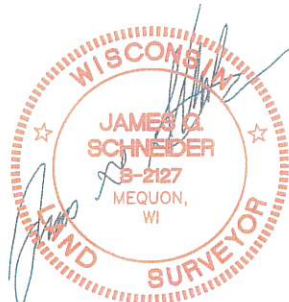
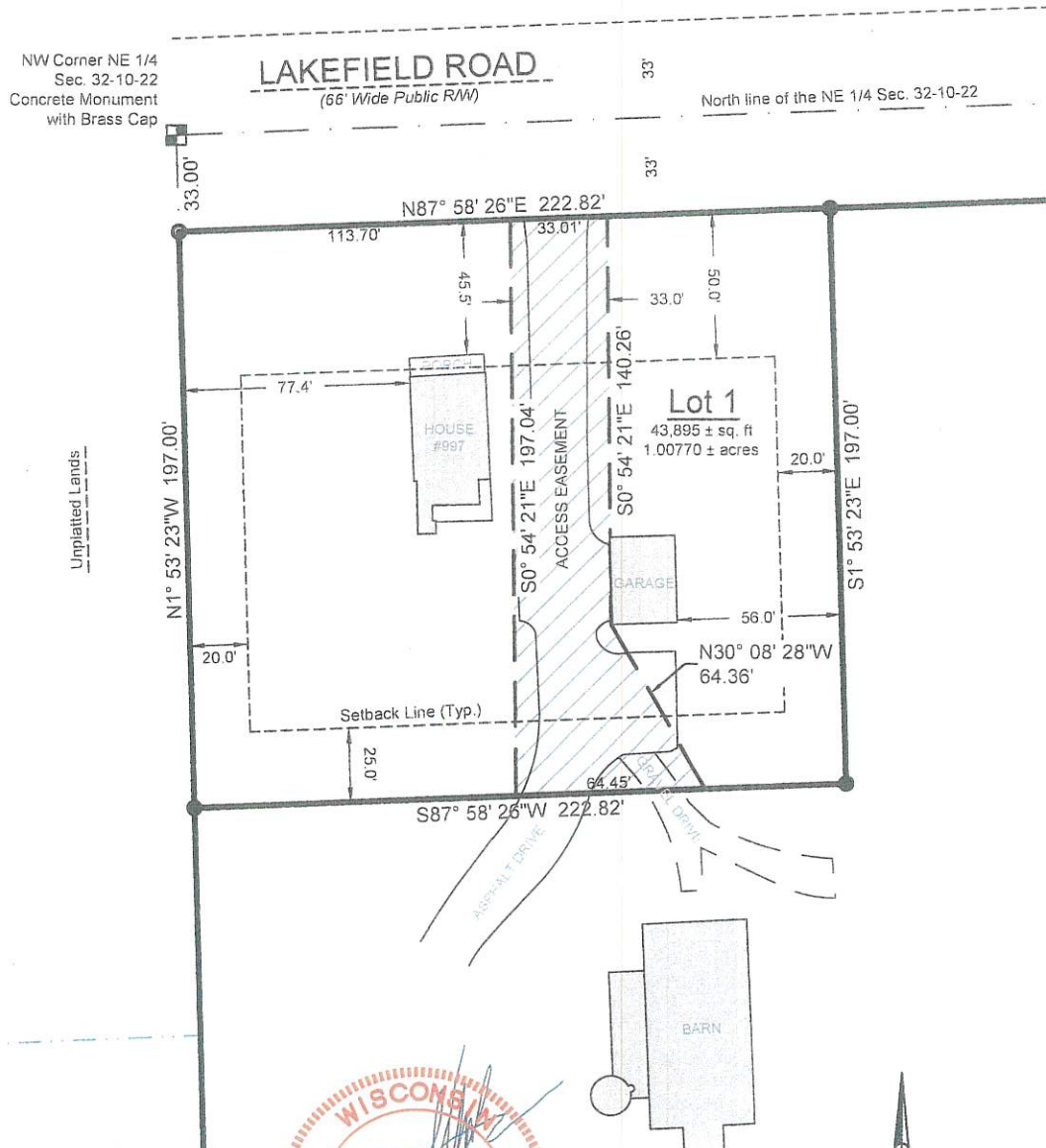
Sheet 2 of 6

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LOT 1 DETAIL

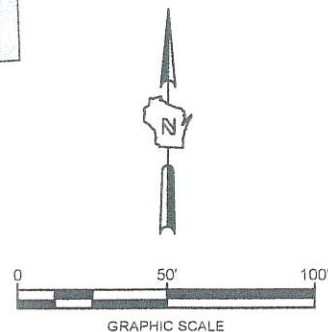
SETBACK NOTE
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1/05/2026

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SURVEYOR'S CERTIFICATE

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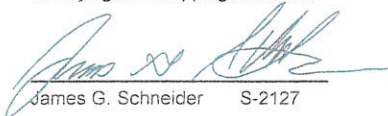
A redivision of Parcel 1 of Certified Survey Map No. 2845, as recorded at the Ozaukee County Register of Deeds office in Volume 20, Pages 223-224, as Document No. 547183, being a part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 10 North, Range 22 East, in the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

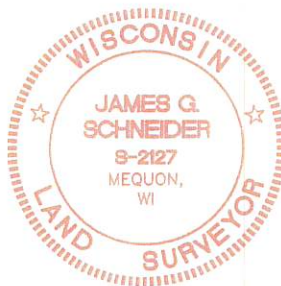
Said lands containing 35.53432 acres of land, more or less.

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

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 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__.

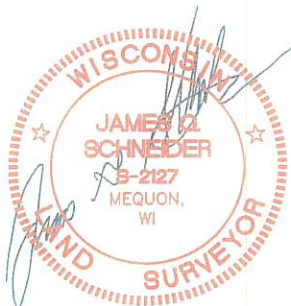
STATE OF WISCONSIN)
COUNTY)^{ss}

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



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

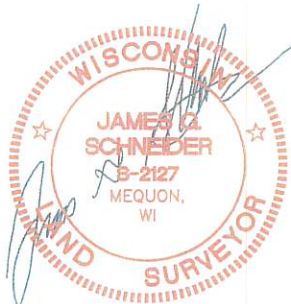
TOWN OF GRAFTON TOWN BOARD APPROVAL

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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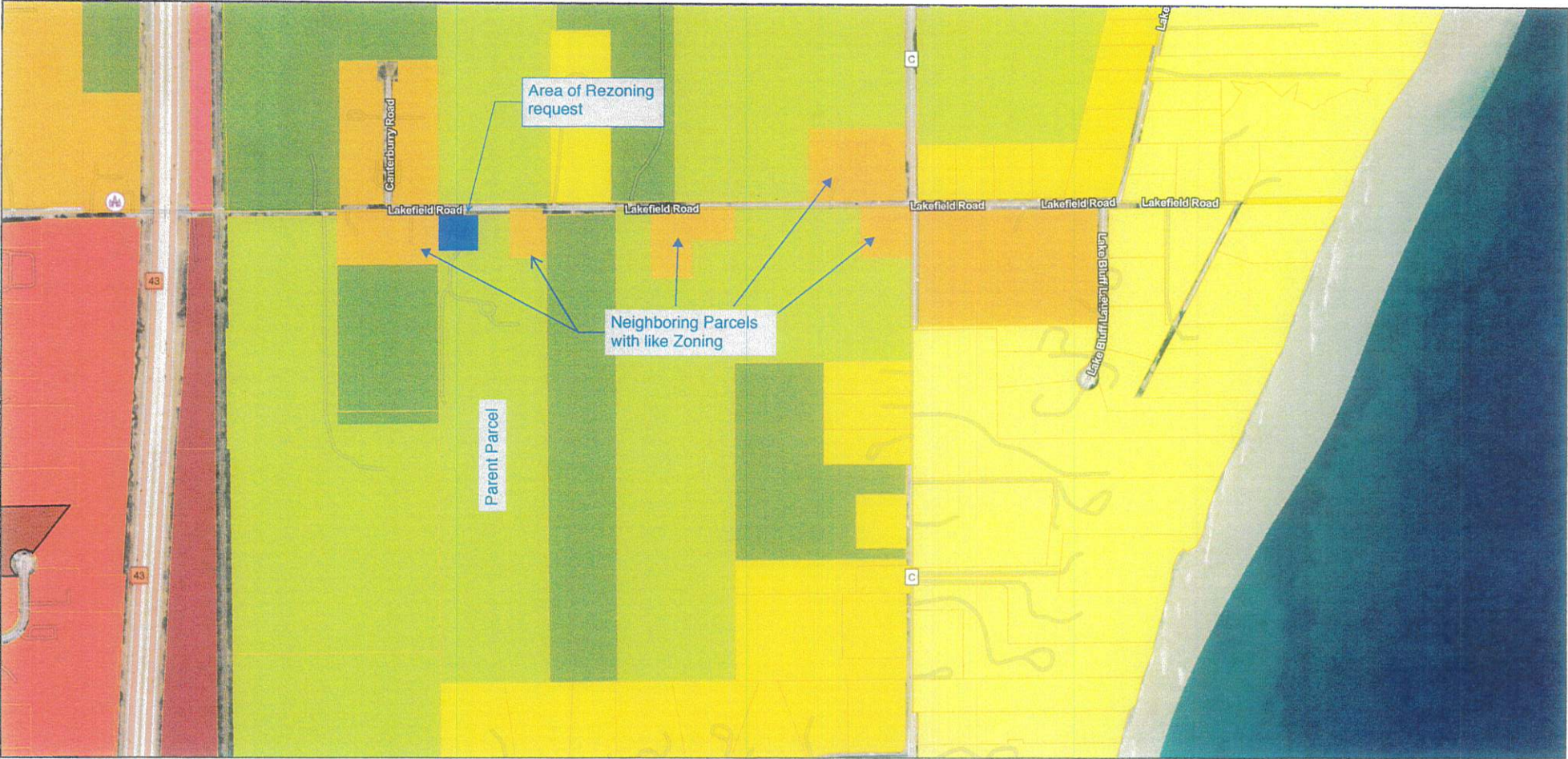


1/05/2026

Project # 24615 DRAFTED BY JRS

Sheet 6 of 6

Town of Grafton Zoning

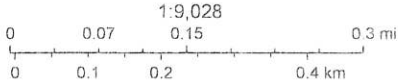


12/22/2025, 7:47:43 AM

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

www.cityofmequonwi.gov

Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: June 9, 2026
SUBJECT: ORDINANCE 2026-1692 - An Ordinance Approving the Rezoning of the Property Located at 1306 W. Pioneer Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) and and A-2 (Agricultural/Rural Residential requiring 20-acre minimum lot size) Zoning Classifications to the Town of Grafton's R-3 (Urban Single-Family Residential) Zoning Classification, to Allow and Approve a 112 Single-Family Lot Subdivision 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, historically, 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 permitted buffer requirements that the JETZCO recommended have been added to the plan, and are 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.

As noted, 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 Division 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 also 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 the Rezoning of the Property Located at 1306 W. Pioneer Road in the Town of Grafton from the Town of Grafton's A-1 (Prime Agriculture) and and A-2 (Agricultural/Rural Residential requiring 20-acre minimum lot size) Zoning Classifications to the Town of Grafton's R-3 (Urban Single-Family Residential) Zoning Classification, to Allow and Approve a 112 Single-Family Lot Subdivision 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

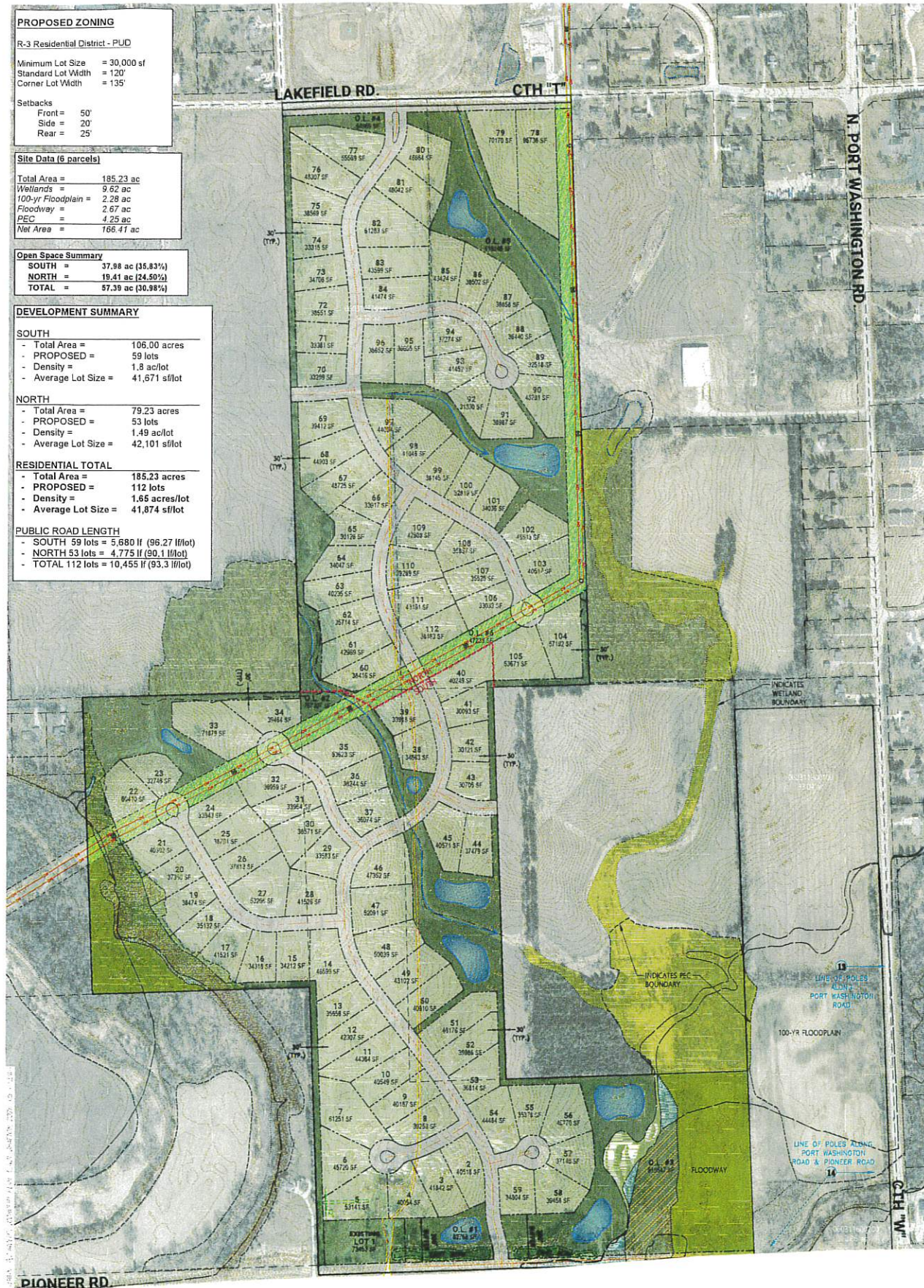
Date Approved: June 9, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

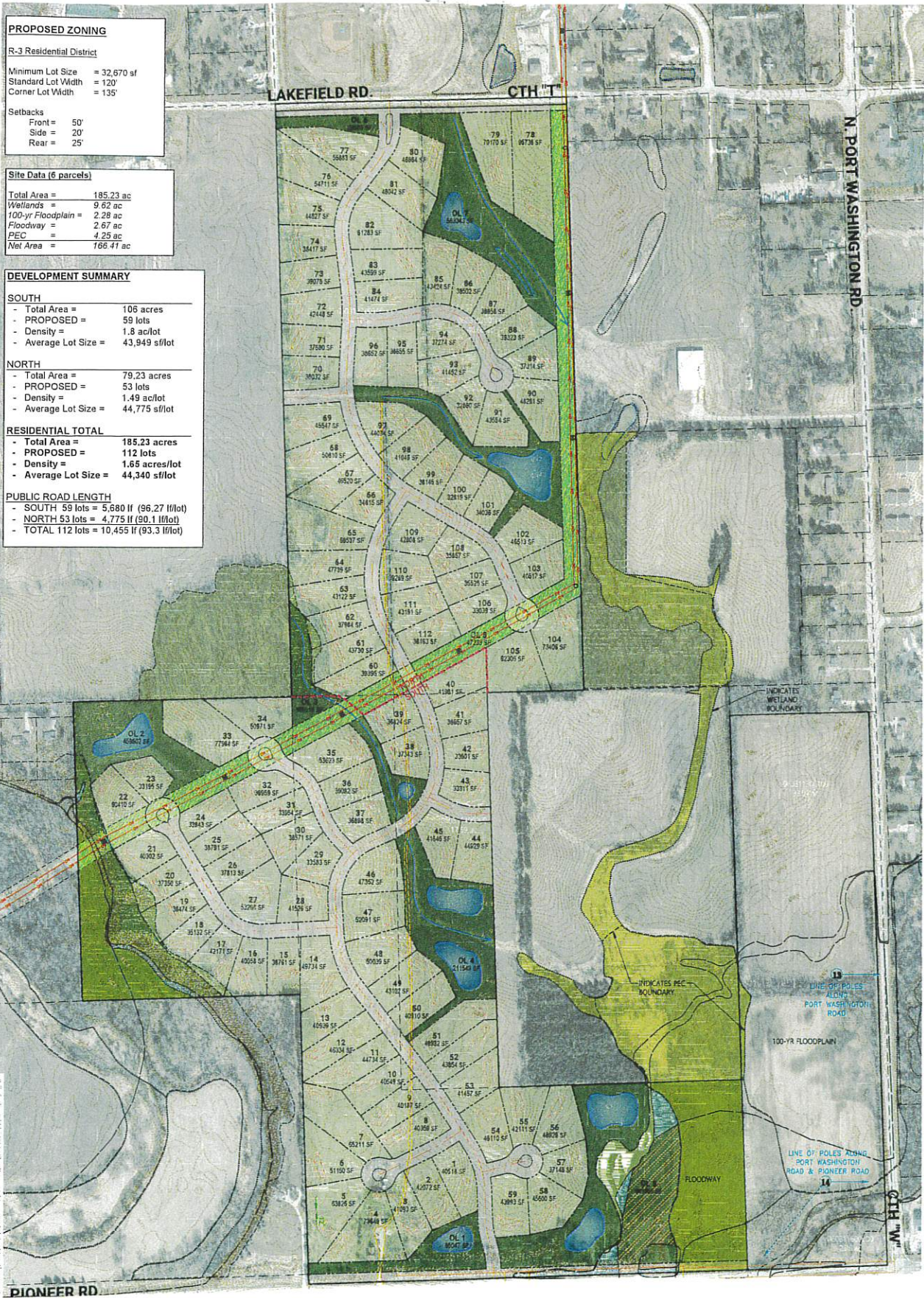
Caroline Fochs, City Clerk

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.

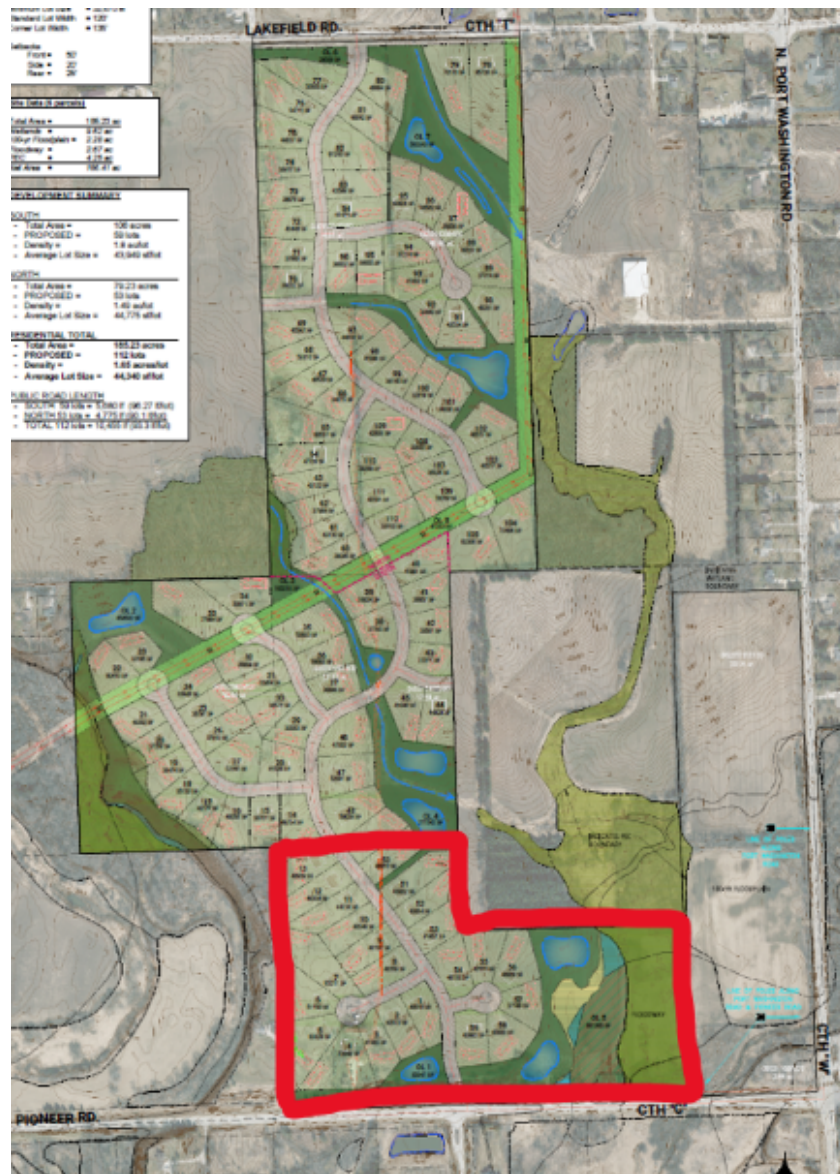
To help provide an additional transition and protection area for nearby residents, a lower density 2.5 acre buffer area has been conceptually identified as shown on the Exhibit. This is the same density standard we are applying to the Oriole Lane neighborhood and is a reasonable compromise to support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

Zoning Code:

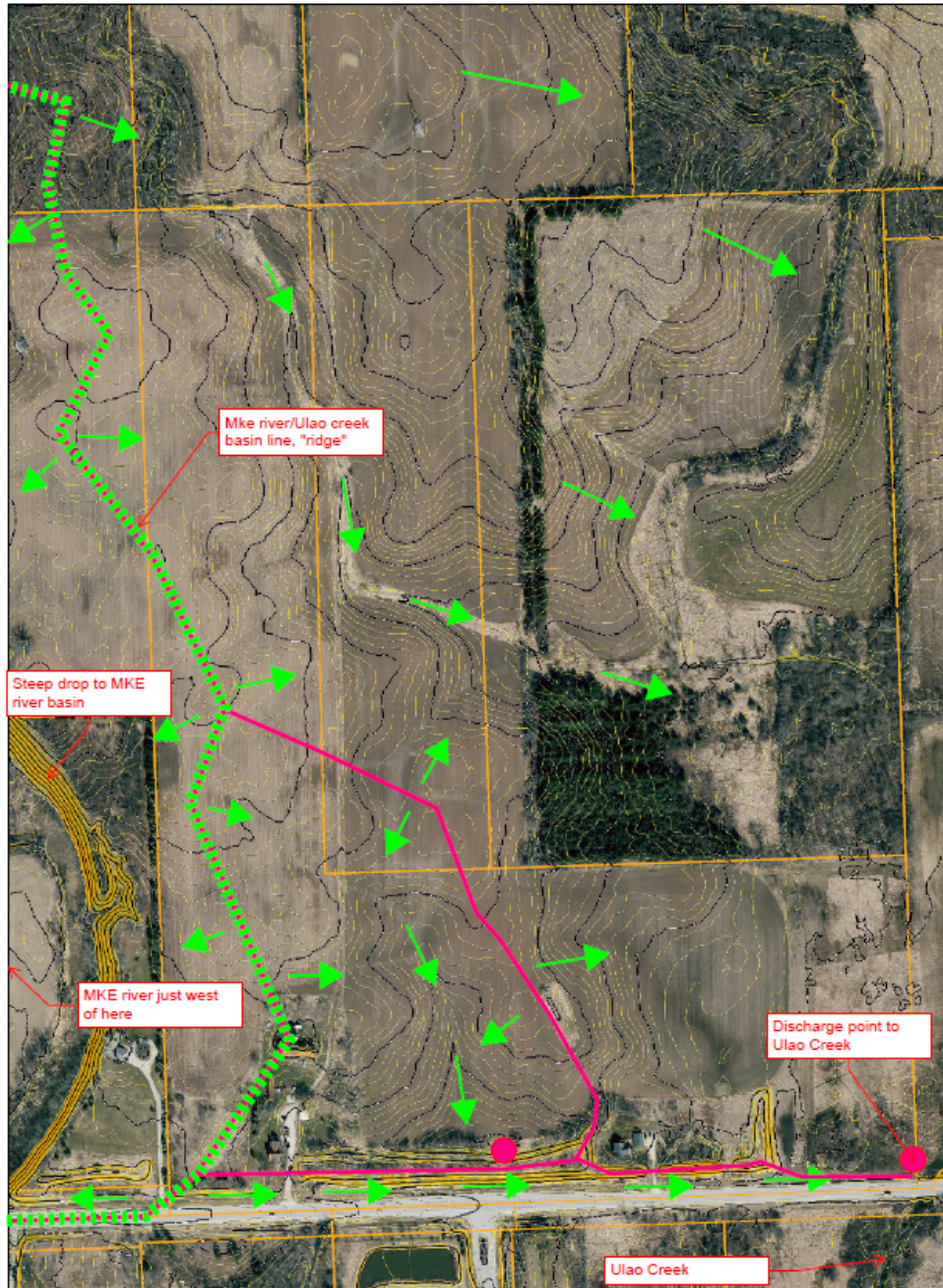
https://library.municode.com/wi/mequon/codes/code_of_ordinances?nodeId=PTIICOOR_CH58PLDER_E_ARTIVZO_DIV3REDI_SDIINGE_S58-243ULCRRECLUCDI .

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

Proposed Density Modification – 2.5 acre in red

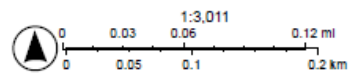


Topography and Drainage

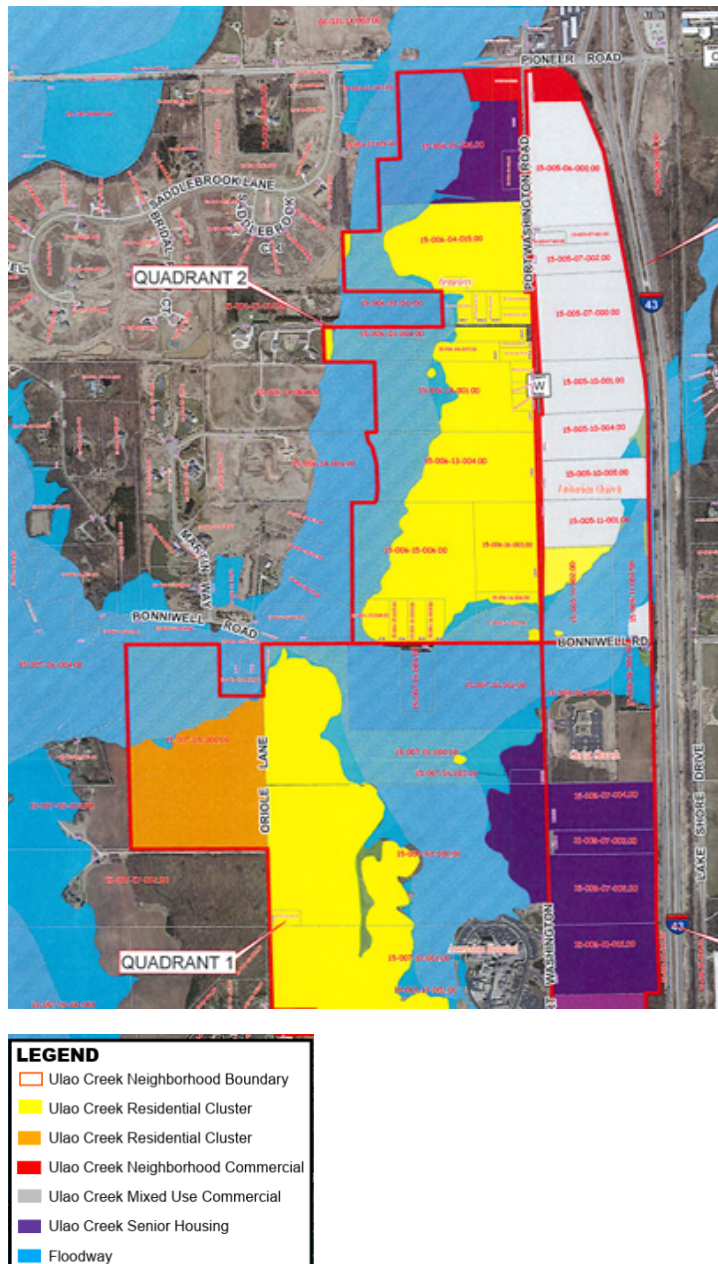


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2015 Contour Lines	Parcels	
— Index	— Road Reservation	▨ Gap
— Intermediate	— Road Right-of-Way	▨ Overlap
	— Condominium	▨ Tax Parcel
		▨ Asset Tax Parcel



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:

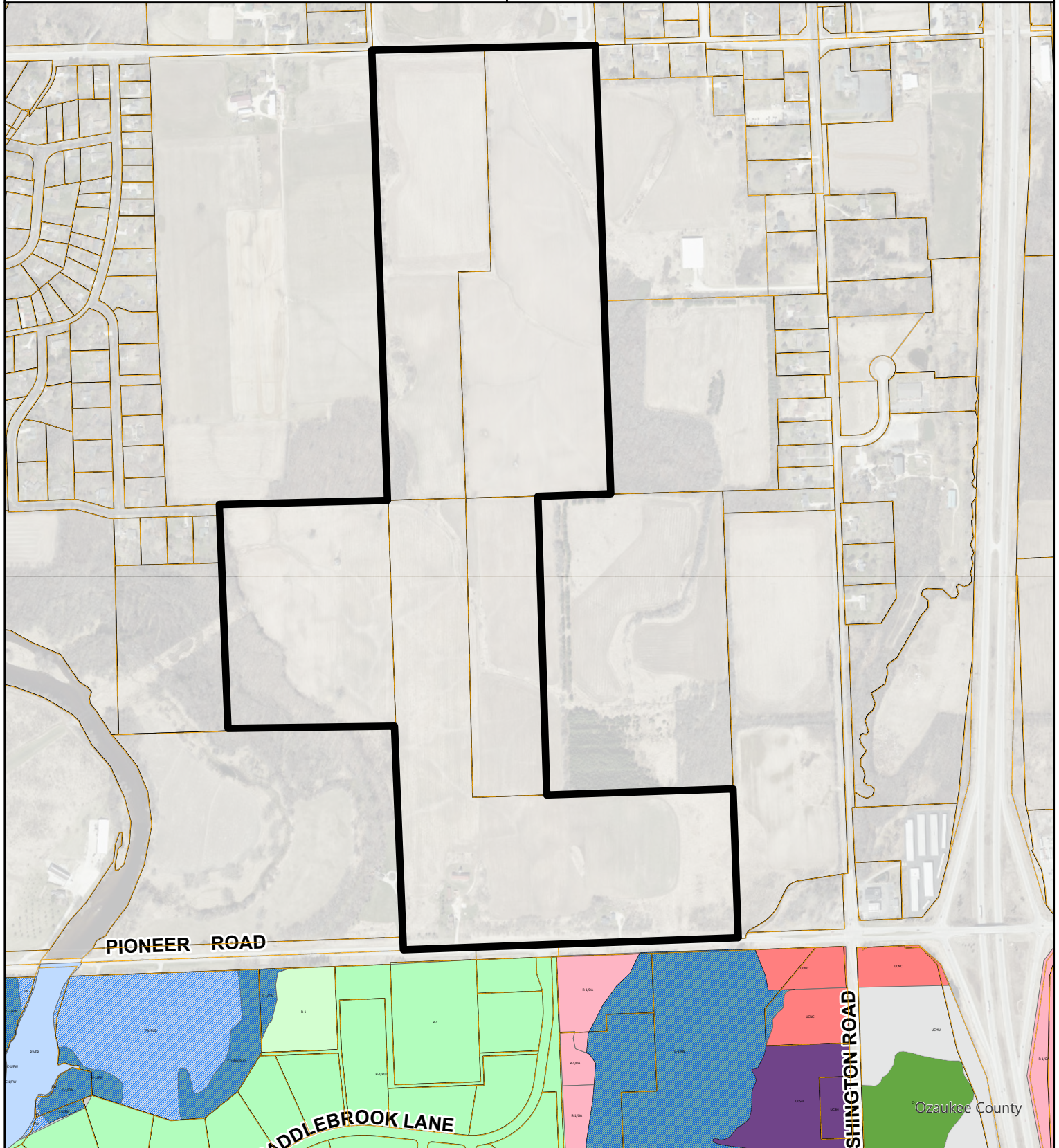
Port Washington Road shall be a minimum of three-fourths acre lot size and 130-foot width.

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

Exhibit A

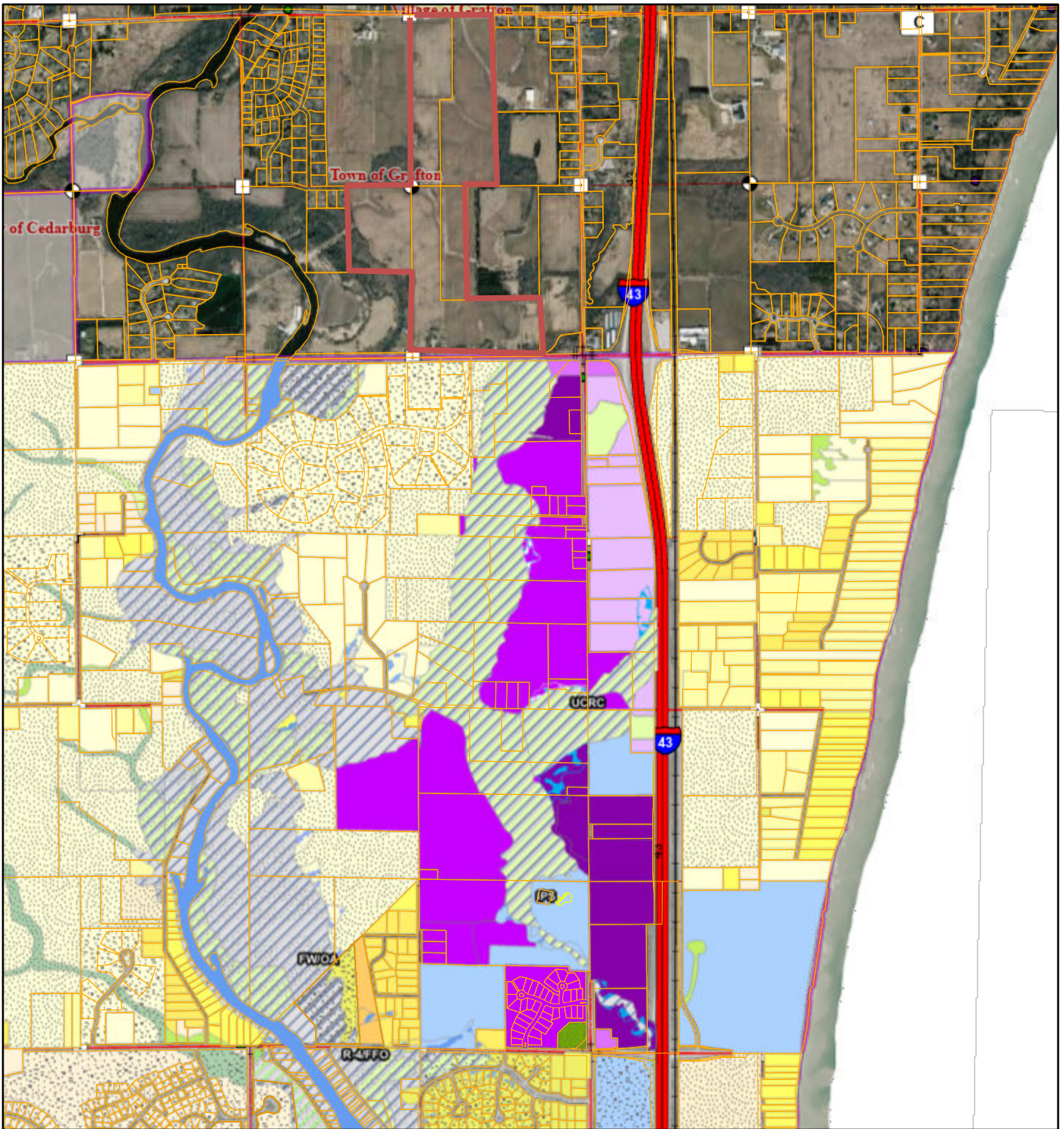
JETZCO - NEUMANN DEVELOPMENTS INC. FOR LEBEN FAMILY UNLIMITED PARTNERSHIP

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



Ozaukee County

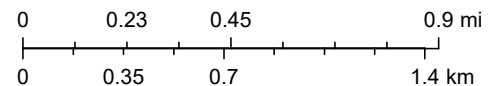
City of Mequon Zoning Overview



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: 262/242-3100

www.cityofmequonwi.gov

Community Development Department
Inspections Division

**ARCHITECTURAL BOARD
Regular Meeting
Monday, April 13, 2026 - 6:00 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Vice-Chairman Paul Apfelbach at 6:00 p.m.

Present:

Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Tom Irvin,
Board Members Curtis Helm, Board Member Anthony LaGalbo

[Absent: Chairman Scott Reed, Architect John Mikkelson, Board Member Janet Ehn,
Board Member Ann Scherzinger]

2) Approval of Meeting Minutes

MOTION:	Motion to approve March 9, 2026, Minutes
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Curtis Helm
AYES:	Vice-Chairman Paul Apfelbach, Board Member Anthony LaGalbo, Board Member Michael Wade
NAYS	None
RESULT:	Passed

3) Action Items

a) **Don & Joan Sommer**

New Single-Family Residence at 12938 N. Highgate Court

Subdivision: Highgate

Contractor: Thierfelder Builders, Inc. / Architect: New Horizon Architects

District 1 - 6:00 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Curtis Helm
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

b) **Hawthorne 2000P LLC**

Stable Addition at 10475 W. Hawthorne Road

Subdivision: N/A

Contractor: Kahle Builders LLC / Architect: Kahle Builders LLC

District 1 - 6:05 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Anthony LaGalbo
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Curtis Helm
NAYS:	None
RESULT:	Plans were approved as submitted with the following condition: 1. Addition of a double-hung window in the center of the right elevation, storage area.

- c) **Daniel & Eileen Weins**
Enclosed Porch Addition with separate bathroom entrance at 11623 W. Donges Bay Road
 Subdivision: N/A
 Contractor: 2-Man Crew / Architect: Pen & Hammer
 District 1 – 6:15 pm

MOTION:	To Approve
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Tom Irvin
AYES:	Board Member Michael Wade, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

- d) **Daniel Van Housen**
Detached Garage at 13337 N. Hawthorne Court
 Subdivision: N/A
 Contractor: Bob Anderson Builders / Architect: ADS
 District 1 - 6:25 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Michael Wade
AYES:	Vice-Chairman Paul Apfelbach, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Plans approved as submitted with the following condition: 1. Add a window to the right elevation, first-floor, centered and in line with the second-floor window.

- e) **Lance & Karin Severson**
Pool House/2-Car Detached Garage Addition at 5417 W. Parkview Drive
 Subdivision: Mequon County Estates
 Contractor: Coach House Homes / Architect: Racinowski Design Studio
 District 2 - 6:35 pm

MOTION:	To Approve
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Tom Irvin
AYES:	Board Member Michael Wade, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Plans approved as submitted with the option of installing a metal or rubber roof.

- f) **Todd & Christina Scheer**
Shed at 11556 N. Holly Road
 Subdivision: Solar Heights
 Contractor: Owner / Architect: Zuern Building Products
 District 3 - 6: 45 pm

MOTION:	To Approve
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Anthony LaGalbo
AYES:	Board Member Michael Wade, Board Member Tom Irvin, Board Member Curtis Helm
NAYS:	None
RESULT:	Passed

g) **Nick Boerke**

3-Season Room Addition with new deck at 11450 N. Concord Creek Drive

Subdivision: Concord Creek

Contractor: Hometown Builders Unlimited / Architect: Hometown Builders Unlimited

District 3 - 7:05 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Michael Wade
AYES:	Vice-Chairman Paul Apfelbach, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

h) **Mathew Otto**

Window changes at 8044 W. Poplar Drive

Subdivision: Westwood of Mequon

Contractor: Pella Windows & Doors of WI / Architect: N/A

District 3 - 7:15 pm

MOTION:	To Approve
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Anthony LaGalbo
AYES:	Board Member Michael Wade, Board Member Tom Irvin, Board Member Curtis Helm
NAYS:	None
RESULT:	Passed

- i) **Kaerek Homes, Inc.**
New Single-Family Residence at 9857 N. Migratory Court
 Subdivision: Swan Ridge Farms
 Contractor: Kaerek Homes, Inc. / Architect: Kaerek Homes, Inc.
 District 4 - 7:25 pm

MOTION:	To Approve
MOVER:	Board Member Michael Wade
SECONDER:	Board Member Tom Irvin
AYES:	Vice-Chairman Paul Apfelbach, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

- j) **Kaerek Homes, Inc.**
New Single-Family Residence at 9890 N. Migratory Lane
 Subdivision: Swan Ridge Farms
 Contractor: Kaerek Homes, Inc. / Architect: Kaerek Homes, Inc.
 District 4 - 7:30 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Anthony LaGalbo
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Curtis Helm
NAYS:	None
RESULT:	Passed

- k) **Kamil Matejewski & Sabina Cashin**
New Single-Family Residence at 9811 N. Migratory Court
 Subdivision: Swan Ridge Farms
 Contractor: Espire House, Inc. / Architect: Espire Homes, Inc.
 District 4 - 7:35 pm

MOTION:	To Approve
MOVER:	Board Member Curtis Helm
SECONDER:	Vice-Chairman Paul Apfelbach
AYES:	Board Member Michael Wade, Board Member Tom Irvin, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

- l) **Jonathan & Cami Luljak**
New Single-Family Residence at 9943 N. Cygnet Court
 Subdivision: Swan Ridge Farms
 Contractor: Espire Homes, Inc. / Architect: Espire Homes, Inc.
 District 4 - 7:40 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Curtis Helm
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Plans approved as submitted with the following condition: 1. Add Shake Siding and a Band Board to the gable on the rear elevation to match the gables on the front elevation.

m) **Brian Haecker**

Attached Workshop Addition at 5402 W. Westfield Road

Subdivision: Assessor's Plat

Contractor: Owner / Architect: Owner

District 4 - 7:45 pm

MOTION:	To Approve
MOVER:	Board Member Curtis Helm
SECONDER:	Board Member Michael Wade
AYES:	Vice-Chairman Paul Apfelbach, Board Member Tom Irvin, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	*Plans approved as submitted with the following conditions: 1. Add two windows on the west elevation (as sketched on Architectural Board plans) 2. Add one window to the north elevation (as sketched on Architectural Board plans)

n) **Victory Homes of Wisconsin**

New Single-Family Residence at 12897 N. Blue Jay Lane

Subdivision: Highland Meadows

Contractor: Victory Homes of WI / Architect: Brian Andaloro

District 5 - 7:55 pm

MOTION:	To Approve
MOVER:	Board Member Curtis Helm
SECONDER:	Board Member Tom Irvin
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

- o) **Allan Builders**
New Single-Family Residence at 12898 N. Blue Jay Lane
Subdivision: Highland Meadows
Contractor: Allan Builders / Architect: Brian Andalaro
District 5 - 8:00 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Anthony LaGalbo
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Curtis Helm
NAYS:	None
RESULT:	Passed

- p) **Harold and Jaclyn Zigsan**
Sunroom Addition at 1832 W. Woodside Lane
Subdivision: Glen Oaks
Contactor: B&E General Contractors / Architect: B&E General Contractors
District 6 - 8:05 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Anthony LaGalbo
AYES:	Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Curtis Helm
NAYS:	None
RESULT:	Passed

- q) **David & Cindy Werner**
Master Suite Addition at 9705 N. Lamplighter Lane
Subdivision: Range Line Valley
Contractor: TBD / Architect: Angela Westmore LLC
District 7 - 8:15 pm

MOTION:	To Approve
MOVER:	Board Member Michael Wade
SECONDER	Board Member Tom Irvin
AYES:	Vice-Chairman Paul Apfelbach, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Plans were approved as submitted with the following condition: 1. Shutters should be added to all single-wide, double-hung windows for consistency with windows/shutters on the front elevation.

4) Adjourn

MOTION:	To Adjourn
MOVER:	Board Member Michael Wade
SECONDER:	Board Member Tom Irvin
AYES:	Vice-Chairman Paul Apfelbach, Board Member Curtis Helm, Board Member Anthony LaGalbo
NAYS:	None
RESULT:	Passed

Meeting concluded at 7:07 p.m.

Respectfully submitted,
Karen Heil
Permit Coordinator

*For additional clarification, marked-up Architectural Board plans can be viewed in the Inspections Department during normal business hours; Monday through Friday, 8:00-4:30.



11333 N. Cedarburg Road
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Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, May 12, 2026 - 7:30 PM
Christine Nuernberg Hall
Or Immediately Following the
Sewer Utility District Commission Meeting**

Minutes

1) Call to Order

The meeting was called to order by Mayor Nerbun at 7:48 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: Clerk Caroline Fochs, City Administrator Will Jones, City Attorney Brian Sajdak, Director of Community Development Kim Tollefson, Director of Public Works Kristen Lundeen, Assistant Director of Community Development Jac Zader, Assistant City Administrator Jessica Wolff, Director of Finance Brenda Arnett, and interested public.

4) Public Hearing:

- 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

MOTION:	Approve Ordinance 2026-1690
MOVER:	Alderman Brian Parrish
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
NAYS:	None
RESULT:	Approved by Roll Call Vote

5) Personal Appearances and Public Comment:

Citizens wishing to address the Council on any matter not on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when the item is considered on the agenda. Please speak into the microphone at the podium. The time limit is FIVE minutes. To speak or to have your opinion recorded, please complete a registration slip found on the table in the lobby and return it to the bin in the Council Chambers.

6) Public Officials' Reports:

- a) Mayor
- b) City Administrator

7) Consent Agenda:

MOTION:	Motion to Approve the Consent Agenda
MOVER:	Alderman Jeffrey Hansher
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

- a) Common Council meeting minutes of April 14 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 Related to Hauling and Filling with 6529 W Highland LLC
- 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 2026-1691** - 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
 - 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

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

MOTION:	Motion to Approve Resolution: 4287
MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Robert Strzelczyk
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
NAYS:	None
RESULT:	Approved by Roll Call Vote

- 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,

MOTION:	Motion to Approve Resolution: 4288
MOVER:	Alderman Robert Strzelczyk
SECONDER:	None
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

- 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

MOTION:	Motion to Approve Resolution: 4289
MOVER:	Alderman Robert Strzelczyk
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

- d) **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

MOTION:	Motion to Approve Resolution: 4290
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

- 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 \$750,000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts

MOTION:	Motion to Approve Resolution: 4291
MOVER:	Alderman Jeffrey Hansher
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
NAYS:	None
RESULT:	Approved by Roll Call Vote

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).

MOTION:	To Approve Mayoral Appointments
MOVER:	Alderman Dale Mayr
SECONDER:	Alderman Brian Parrish
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

12) Adjourn

MOTION:	Adjourn at 8:00 p.m.
MOVER:	Alderman Jeffrey Hansher
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
NAYS:	None
RESULT:	Approved by Voice Acclamation

Respectfully Submitted by
Aubrey Suppiger, Deputy Clerk

DRAFT



11333 N. Cedarburg Road
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Office of the City Administrator

FESTIVALS COMMITTEE
Regular Meeting
Monday, April 20, 2026 - 6:00 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair White at 6:34 p.m.

Present: Chair White, Vice Chair Conaty, Committee Member Benson, Committee Member Hohn, Committee Member Liljegren, Committee Member Wirth

Not Present: Member Johnson, Member Mchenry, Member Nerbun (Member Luchins resigned from the Committee on March 25, 2026)

Also present: Executive Assistant Kong

2) Approval of Meeting Minutes

- a) Meeting minutes of March 15, March 24 and March 30, 2026

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

3) Committee Chair Update

Chair White secured the inflatable obstacle course with Elite Fitness, who will also provide volunteers to staff the area. They will send in an application to indicate the electrical needs for their space. It was discussed that they should be recognized as a sponsor for this contribution.

4) Action Items

- a) Review quotes: stage rental and sound technician

The quotes were reviewed and members will thoroughly inspect the stages during set up that morning. It was also clearly noted on the contract that the Area Rental crew is to also complete a full inspection.

MOTION:	Motion to approve the submitted quotes for the stage and sound
MOVER:	Chair White
SECONDER:	Member Liljegren
AYES:	Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Liljegren, Member Wirth
RESULT:	Approved by Voice Acclamation

5) Discussion Items

- a) Fundraisers at T.O.M.: Mequon Police Association 50/50 Raffle, MT Chamber Request

The Committee will allow the Milwaukee Police Association to have a 50/50 raffle during the event and discussed the idea presented by the MT Chamber for a coupon book giveaway.

- b) Logistics for setting up a 5K run

Chair White has been in contact with a run coordinator in the area, who estimates his costs at \$1300 for assisting with the coordination of a run event the morning of Taste of Mequon. An outline of what his fee includes needs to be provided so the Committee can determine the volunteers, setup and other needs associated with a run:

- Check-in locations
- Fueling stations
- Manpower along the route (auxillary police / cross country team?)
- New / additional signage for the route and for promotion
- T-shirts or other giveaway items
- Possible route options
- Timeframe: the run would not last more than one hour, given the short distance

A bags tournament was also suggested as an event to be held before the official start of Taste of Mequon. Member Benson indicated that a contact in Cedarburg may have the boards and other equipment that could be loaned to Mequon for a tournament.

- c) Movie night topics for June 26, 2026

The movie night has been booked for Friday, June 26, 2026, using Rennie Field. The movie still needs to be selected before promoting that title. The date/time and event itself should start being promoted in the *Weekly Bulletin*, Festivals Facebook and City Facebook pages.

The Committee is still considering the number and type of vendors to contact for this event (popcorn, drinks, "dirty soda", cotton candy, ice cream). Member Conaty will apply for a donation of free ice cream from Cedar Creek.

The Chair and Vice Chair will meet within the next week to discuss the logistics of the event with City staff, grounds and parks departments.

d) Optional tree lighting or winter event

Some ideas that were shared for a winter activity included creating a "passport" for people to visit Mequon locations during the month of November and turn in a completed passport at a tree lighting for a prize. Another idea was a scavenger hunt to have residents visit local businesses, restaurants and locations to encourage them to visit areas of the community. Other ideas included a food drive, a meat raffle, a toy drive, a sled parade or a tailgate party.

6) 2026 Meeting Dates

The next meeting date is Tuesday, May 19, 2026, at 6:30 p.m.

7) Adjourn

MOTION:	Motion to adjourn at 7:36 p.m.
MOVER:	Chair White
SECONDER:	Member Benson
AYES:	Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Liljegren, Member Wirth
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Regular Meeting
Tuesday, April 14, 2026 - 5:45 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

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

Also present: City Administrator William Jones, Assistant City Administrator Jessica Wolff, Finance Director Brenda Arnett, Assistant Finance Director Marie Keyser, City Clerk Caroline Fochs, City Attorney Brian Sajdak, Director of Community Development Kim Tollefson and Baker Tilly Partner Wendi Unger.

2) Approval of Meeting Minutes

a) Meeting minutes of March 10, 2026

MOTION:	A Motion to Approve the Finance-Personnel 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) April 2026 Licenses

MOTION:	A Motion to Approve the April 2026 Licenses
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt

AYES:	Alderman Robert Strzelczyk, Alderman William Gebhardt
NAYS:	Brian Parrish - Absent
RESULT:	Approved by Voice Acclamation

4) Vouchers Paid

a) March 2026 Vouchers Paid List

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

5) Informational Items

a) Baker Tilly TID 3, 4, & 5 Audit Statements as of December 31, 2024

Wendi Unger, Baker Tilly Partner, was in attendance at the meeting to present the Audit Statements for TID's 3, 4 and 5. TID 3 was in an overall deficit position of approximately \$300,000, TID 4 was in a surplus position of \$1.1M and TID 5 was in a surplus position of almost \$1.2M as of December 31, 2024.

6) Resolutions

a) **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:	A Motion to Approve Resolution 4280
MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Brian Parrish
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	
RESULT:	Approved by Voice Acclamation

7) Discussion Items

a) Finance-Personnel Work Plan

Hotel/Motel Tax will be discussed during the City's Long Term Financial Planning workshop in June. Also, a few Committee members expressed their interest in fundraising efforts related to the Civic Campus.

8) Adjourn

A motion to adjourn was made at 6:16 p.m. by Alderman Gebhardt, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



11333 N. Cedarburg Road
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Phone: 262/242-3100



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Public Works Department

JOINT MEQUON-THIENSVILLE BIKE AND PEDESTRIAN WAY COMMISSION
Regular Meeting
Thursday, April 9, 2026 - 9:00 AM
North Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Maciolek at 9:00 a.m.

Present:

Chair Maciolek, Vice Chair Doornek, Alderman Bach, Commissioner Holyoke, Commissioner Sergi

Absent:

Commissioner Heinritz

Also present: Assistant City Engineer McCraw, Administrative Assistant Hoeft, Mequon Resident Tim Hall

2) Approval of Meeting Minutes

- a) Meeting Minutes of March 12, 2026

MOTION:	Motion to approve March 12, 2026, meeting minutes
MOVER:	Commissioner Doornek
SECONDER:	Commissioner Holyoke
AYES:	Chair Maciolek, Vice Chair Doornek, Alderman Bach, Commissioner Holyoke, Commissioner Sergi
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) Action Items

No Action Items were discussed

4) Discussion Items

a) Bikeway Priority Project List Updates

Assistant City Engineer McCraw provided an update on the current status of the priority projects list. McCraw suggested that this review be done on a quarterly basis. The Commission discussed each of the listed projects addressing actions that can be facilitated to keep the projects moving forward.

b) Joint M-T Bike and Pedestrian Way Work Plan and Discussion Regarding Meeting Schedule

The commission discussed the work plan.

5) Adjourn

MOTION:	Motion to adjourn at 10:22
MOVER:	Commissioner Sergi
SECONDER:	Alderman Bach
AYES:	Chair Maciolek, Vice Chair Doornek, Alderman Bach, Commissioner Holyoke, Commissioner Sergi
NAYS:	None
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Kristine Hoeft, Engineering Administrative Assistant



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Police and Fire Departments

**PUBLIC SAFETY COMMITTEE
Regular Meeting
Tuesday, December 9, 2025 - 5:00 PM
South Conference Room**

Minutes

1) Call to Order and Roll Call

The meeting was called to order at 5:00 p.m.

Also present: Police Chief Mark Riley, Fire Chief Dave Bialk, City Attorney Brian Sajdak, and Administrative Coordinator Bowen.

2) Approval of Meeting Minutes

a) Meeting minutes of October 14, 2025

MOTION:	Motion to Approve Public Safety Committee Meeting Minutes from October 14, 2025
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Kelly Tolocko, Alderman Dale Mayr
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) Resolutions

- a) **RESOLUTION 4250** - A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Taft Outfitting, Oshkosh, Wisconsin for a Total Cost Not to Exceed \$47,741

Police Chief Riley discussed the proposed purchase of a new administrative squad car.

MOTION:	Motion to Approve Resolution 4250
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MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Kelly Tolocko, Alderman Dale Mayr
NAYS:	None
RESULT:	Approved by Roll Call Vote

- b) **RESOLUTION 4251** - A Resolution Approving a Change to the Southern Ozaukee Fire and EMS Department's Capital Improvement Program to Authorize the Purchase of One (1) Ambulance from American Response Vehicles of Columbia, Missouri for \$333,110

Fire Chief Biak discussed the proposed purchase of a new ambulance.

MOTION:	Motion to Approve Resolution 4251
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Kelly Tolocko, Alderman Dale Mayr
NAYS:	None
RESULT:	Approved by Voice Acclamation

4) Adjourn

MOTION:	Motion to Adjourn at 5:09 PM.
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Kelly Tolocko, Alderman Dale Mayr
NAYS:	None
	Approved by Voice Acclamation

Respectfully Submitted,
Melina Bowen, Administrative Coordinator



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

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Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Regular Meeting
Tuesday, April 14, 2026 - 5:00 PM
South Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Mayr at 5:03 p.m.

Present: Alderman Mayr, Alderman Bach (Alderman Parrish arrived at 5:43 p.m.)

Also present: Assistant City Administrator Wolff and Executive Assistant Kong.

2) Approval of Meeting Minutes

- a) Meeting minutes of March 10, 2026

MOTION:	Motion to approve the minutes
MOVER:	Alderman Bach
SECONDER:	Chair Mayr
AYES:	Chair Mayr, Alderman Bach
NAYS:	Alderman Parrish (Deemed No)
RESULT:	Approved by Voice Acclamation

3) Discussion Items

- a) Review and Analysis of the 2025 Community Survey Results

The Committee resumed discussions of the 2025 Community Survey results which were on the agenda for the March meeting. They discussed the need for continued review of the plans for bike and pedestrian pathways for existing roadways as well as planning in new subdivisions and constructions. When making those plans, the allocation of funding by the city, county or state should incorporate not just construction but the planned maintenance and snow clearing process for those pathways.

The Committee also discussed the need for additional communication to help address the recurring theme related to "Taxes & Perceived Service Value." By highlighting the major projects, services and value provided by the City on a more regular basis (not only during budget time or tax season), the community can have a better sense of how the City uses property taxes. Showing the breakdown of the different allocations of a property tax bill would also be beneficial. It was suggested that the *Weekly Bulletin* include this topic more frequently (monthly or quarterly). The Committee also recognized that additional assistance, staffing or support may be needed to create more frequent communications. The existing Communications Policy should be reviewed and updated.

The Committee discussed the current process for garbage hauling services. It was recommended that Staff should review the current services to see if there could be cost savings or improved service / consistency by negotiating as a City with a selection of garbage haulers.

As part of the Long Range Financial Plan, the Committee also recommends reviewing the staffing levels of the Mequon Police Department to consider the changing needs as the population grows over time. The topic of speed deterrence was also discussed; however, that issue is already being reviewed by the Public Safety Committee.

b) Review of Adopted Resolution Establishing the City's Trick-or-Treat Policy

After reviewing comments and concerns about the existing Halloween policy for City-wide Trick or Treat, the Committee determined that no changes are needed to Resolution 2923:

When Halloween occurs on a Saturday or Sunday, the citywide time for Trick-or-Treat shall be on the day of Halloween from 4 p.m. until 7 p.m. When Halloween occurs on a Friday, the citywide time for Trick-or-Treat shall be on the day of Halloween from 5 p.m. until 8 p.m. In all other instances, the citywide Trick-or-Treat shall be on the Sunday preceding Halloween from 4 p.m. to 7 p.m. The preceding policy shall not be interpreted to preclude subdivisions, neighborhoods, streets, civic or business organizations and other groups from establishing other dates, times and guidelines for Trick-or-Treat. The City of Mequon's Public Welfare Committee may alter the date and time of the citywide Trick-or-Treat in any year when other events conflict with the foregoing times or for other reasons.

c) Boards, Commissions, and Committees

The Committee noted that it has been a number of years since there was an overall review by each of the Boards, Commissions and Committees. A short questionnaire should be sent to each for inclusion in an upcoming agenda to ask if there are any issues with the current setup, if there are any ways they think the process/board can be improved, and if there are any changes they would like to see. For example, some Boards have not been able to meet consistently due to a lack of quorum. Responses and suggestions would be requested by the year's end.

4) Informational Items

The *Weekly Bulletin* should include another communication about the Deer Information Form. A

summary of responses/data should be shared later this year. This data can then be reviewed by Community Development to help generate a map of deer issues for further consideration at a future meeting this fall.

5) Work Plan

a) 2026 Work Plan

Ms. Wolff noted that Alderman Gebhardt had a question from a resident in his district regarding use of ATVs on private property. She stated that the Police Department has not had any other similar complaints and that it seems to be an isolated situation between neighbors. She asked the Committee if they wanted to add this issue to the work plan. The Committee discussed it and decided that further action is not necessary since the ATVs are being operated on private property and are meeting the City's noise ordinance regulations.

6) Adjourn

MOTION:	Motion to adjourn at 5:45 p.m.
MOVER:	Alderman Bach
SECONDER:	Chair Mayr
AYES:	Chair Mayr, Alderman Bach
NAYS:	Alderman Parrish (Deemed No)
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant



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

www.cityofmequonwi.gov

Finance

TO: Common Council
FROM: Brenda Arnett, Finance Director
DATE: June 9, 2026
SUBJECT: Acceptance of the FY2025 Annual Comprehensive Financial Report & Report on Internal Control

Background

The City's financial records and procedures are audited annually by an independent firm as selected by the Common Council. Staff and the auditors produce an Annual Comprehensive Financial Report in concert with the audit firm's report on internal control.

Analysis

On Tuesday, June 9, Wendi Unger of the City's audit firm, Baker Tilly US, LLP, will present the Annual Comprehensive Financial Report and related Report on Internal Control for the year ending December 31, 2025. A copy of the Reporting and Insights from the 2025 Audit, 12-31-2025 will be shared with Common Council and the FY2025 Annual Comprehensive Financial Report can be accessed via the City Finance Department's web page at: <https://www.cityofmequonwi.gov/media/28336>. Hard copies of the report are available in the Finance Department upon request. This report is on the consent agenda for formal acceptance by the Common Council.

Fiscal Impact

For 2025, actual General Fund Revenues were 103.4% of the budgeted total. Investment income, charges for services, and additional general revenue account for this increase. General Fund Expenditures were 100.2% of the budgeted amount last year. The City ended 2025 with a surplus of approximately \$700,000, resulting in an unassigned fund balance of approximately \$2.9 million. Both the Sewer and Water Utilities finished 2025 with surpluses as well. Traditionally in Mequon, the year-end unassigned fund balance has been considered in proportion to the subsequent year's budgeted general fund expenditures. This is used to measure the adequacy of the City's operating reserves, with a stated target ratio of between 10-12%. The total year-end 2025 unassigned General Fund balance of approximately \$2.9 million equates to 15.2% of the \$19.1 million in General Fund expenditures budgeted for 2026.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on June 9, 2026.

Attachments:

Baker Tilly Audit Presentation FY2025, Mequon, City of (WI) Audit Results Final 12-31-2025

Presentation to the Finance-Personnel Committee of the City of Mequon June 9, 2026

1. Objective of the audit was to express an opinion on your financial statements.
2. Reports issued
 - a. Opinion on financial statements
 - i. Unmodified opinion, fairly stated in accordance with applicable standards
 - b. Reporting and Insights Communication
 - i. Included all communications required under professional standards
 - ii. Includes comments and recommendations resulting from our audit
 - iii. Includes information applicable to future audits
3. Financial highlights (in thousands)
 - a. Governmental Funds

	General Fund	Debt Service	Capital Projects	Nonmajor Governmental Funds
Current year activity				
Revenues and other sources	\$ 19,393	\$ 6,270	\$ 17,907	\$ 1,257
Expenditures and other uses	18,690	11,829	7,520	1,074
Change in fund balances	<u>\$ 703</u>	<u>\$ (5,559)</u>	<u>\$ 10,387</u>	<u>\$ 183</u>
Fund Balance				
Nonspendable	\$ 241	\$ -	\$ -	\$ -
Restricted	-	564	10,600	656
Committed	-	-	-	1,235
Unassigned	2,897	-	-	231
Total	<u>\$ 3,138</u>	<u>\$ 564</u>	<u>\$ 10,600</u>	<u>\$ 2,122</u>

b. Enterprise Funds

	Sewer Utility	Water Utility
Current year activity		
Revenues	\$ 13,862	\$ 5,462
Expenses	9,806	3,048
Change in net position	<u>\$ 4,056</u>	<u>\$ 2,414</u>
Cash flow		
Operating activities	\$ (3,304)	\$ 1,492
Investing activities	661	328
Noncapital financing activities	7,391	-
Capital and related financing activities	<u>(2,159)</u>	<u>(1,522)</u>
Net change in cash	<u>\$ 2,589</u>	<u>\$ 298</u>

c. Long-term debt

Type of debt	Governmental Activities	Business-type Activites	Total
General obligation bonds and notes	\$ 23,309	\$ 8,650	\$ 31,959
Revenue bonds	-	4,525	4,525
Unamortized debt premium	921	641	1,562
Leases, financed purchases	98	-	98
Total other postemployment liability	525	74	599
Total pension liability - single employer plan	308	44	352
Net pension liability - WRS	1,058	37	1,095
Net OPEB liability - LRLIF	517	34	551
Compensated absences	139	-	139
	<u>\$ 26,875</u>	<u>\$ 14,005</u>	<u>\$ 40,880</u>
Statutory debt limit (5% of equalized value)	\$ 372,982		
Capacity for additional general obligation debt	\$ 341,023		
Percentage of capacity to debt limit	91%		

4. Questions – wendi.unger@bakertilly.com or 414.777.5423?

Reporting and insights from the 2025 audit:

City of Mequon

December 31, 2025

Executive summary

June 2, 2026

To the Common Council
City of Mequon

We have completed our audit of the financial statements of the City of Mequon (the City) for the year ended December 31, 2025, and have issued our report thereon dated June 2, 2026. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of your City's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

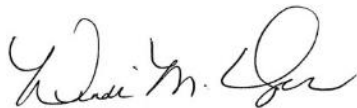
Additionally, we have included information on key risk areas the City of Mequon should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

- Wendi Unger, Principal: wendi.unger@bakertilly.com or +1 (414) 777 5423

Sincerely,

Baker Tilly US, LLP



Wendi M. Unger, CPA, Principal

THIS COMMUNICATION IS INTENDED SOLELY FOR THE INFORMATION AND USE OF THOSE CHARGED WITH GOVERNANCE, AND, IF APPROPRIATE, MANAGEMENT, AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED BY ANYONE OTHER THAN THESE SPECIFIED PARTIES.

BAKER TILLY ADVISORY GROUP, LP AND BAKER TILLY US, LLP, TRADING AS BAKER TILLY, ARE MEMBERS OF THE GLOBAL NETWORK OF BAKER TILLY INTERNATIONAL LTD., THE MEMBERS OF WHICH ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES. BAKER TILLY US, LLP IS A LICENSED CPA FIRM THAT PROVIDES ASSURANCE SERVICES TO ITS CLIENTS. BAKER TILLY ADVISORY GROUP, LP AND ITS SUBSIDIARY ENTITIES PROVIDE TAX AND CONSULTING SERVICES TO THEIR CLIENTS AND ARE NOT LICENSED CPA FIRMS.

Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Common Council:
 - Are free from material misstatement
 - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Our audit does not relieve management or the Common Council of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Common Council, including:

- Internal control matters
- Qualitative aspects of the City's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the City and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the City's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on nonfinancial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension and OPEB liabilities	Long-term debt
Capital assets including infrastructure	Net position and fund balance	Financial reporting and required disclosures

Internal control matters

We considered the City's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We identified the following deficiency as a material weakness:

- **Financial statement close process**

Properly designed systems of internal control provide your organization with the ability to process and record accurate monthly and year-end transactions and annual financial reports.

Our audit includes a review and evaluation of the internal controls relating to financial reporting. Common attributes of a properly designed system of internal control for financial reporting are as follows:

- There is adequate staffing to prepare financial reports throughout the year and at year-end.
- Material misstatements are identified and corrected during the normal course of duties.
- Complete and accurate financial statements, including footnotes, are prepared.
- Financial reports are independently reviewed for completeness and accuracy.

Our evaluation of the internal controls over financial reporting has identified control deficiencies that are considered to be material weakness surrounding the preparation of financial statements and footnotes, adjusting journal entries identified by the auditors, and an independent review of financial reports.

Management has not prepared financial statements that are in conformity with generally accepted accounting principles. In addition, material misstatements in the general ledger were identified during the financial audit.

Other comments and recommendations

- **Departmental Controls**

As part of our annual audit process, we focus our efforts on the primary accounting systems, internal controls and procedures used by the City. This is in keeping with our goal to provide an audit opinion which states that the financial statements of the City are correct in all material respects.

In some cases, the primary system of accounting procedures and controls of the City are supported by smaller systems which are decentralized and reside within a department or location. In many cases, those systems are as simple as handling cash collections and remitting those collections to the Finance Department.

Generally, the more centralized a function is, the easier it is to design and implement accounting controls that provide some level of checks and balances. That is because you are able to divide certain tasks over the people available to achieve some segregation of duties. For those tasks that are decentralized, it is usually very difficult to provide for proper segregation of duties. Therefore, with one person being involved in most or all aspects of a transaction, you lose the ability to rely on the controls to achieve the safeguarding of assets and reliability of financial records.

As auditors, we are required to communicate with you on a variety of topics. Since there is now more emphasis on internal controls and management's responsibilities, we believe it is appropriate to make sure that you are informed about the lack of segregation of duties that may occur at departments or locations that handle cash. Functions in your City that fit this situation may include the following:

- Swimming Pool
- Recreation
- Engineering
- Police
- Building Inspector
- Municipal court

As you might expect, similar situations are common in most governments.

As auditors, we are required to focus on the financial statements at a highly summarized level and our audit procedures support our opinion on those financial statements. Departments or locations that handle relatively smaller amounts of money are not the primary focus of our audit. Yet, because of the lack of segregation of duties, the opportunity for loss is higher there than in centralized functions that have more controls.

Because management is responsible for designing and implementing controls and procedures to detect and prevent fraud, we believe that is important for us to communicate this information to you. We have no knowledge of any fraud that has occurred or is suspected to have occurred within the departments mentioned above. However, your role as the governing body is to assess your risk areas and determine that the appropriate level of controls and procedures are in place. As always, the costs of controls and staffing must be weighed against the perceived benefits of safeguarding your assets.

Without adding staff or splitting up the duties, your own day-to-day contact and knowledge of the operation are also important mitigating factors.

- **User Access Reviews**

While reviewing controls around the primary accounting system, we noted that documentation for the City's user access reviews was not retained. Per discussion with management, user access reviews take place on a quarterly basis; however, we were unable to view support for this process.

We recommend a formal process for user access reviews to be implemented including proper documentation.

- **General Ledger Accounts**

While reviewing the City's trial balances, we noted many small balances in various miscellaneous payable and receivable accounts with limited or no activity for multiple years. We recommend the City review these accounts, reconcile any outstanding items or resolve as appropriate.

- **General Ledger Accounts**

While reviewing the City's capital assets, we made several entries to record additional assets during the audit process. We recommend the City perform a proper and complete reconciliation of added and deleted capital assets during the year to the capital outlay activity recorded for the year.

Required communications

Qualitative aspect of accounting practices

- Accounting policies: Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2025. We noted no transactions entered by the City during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- Accounting estimates: Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Compensated absences	Evaluation of hours earned and accumulated in accordance with employment policies and average wage per hour rates	Reasonable in relation to the financial statements as a whole
Net/Total pension liability and related deferrals	Evaluation of information provided by the Wisconsin Retirement System and from key assumptions set by management with the assistance of a third-party actuary	Reasonable in relation to the financial statements as a whole
Net/Total OPEB liability and related deferrals	Key assumptions set by management with the assistance of a third-party actuary	Reasonable in relation to the financial statements as a whole
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole
Lease receivable and related deferral	Evaluation of leases by management and incremental borrowing rate used for present value calculation	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- Financial statement disclosures: The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate misstatements identified during the audit, other than those that are clearly trivial and to communicate accumulated misstatements to management. Management is in agreement with the misstatements we have identified, and they have been corrected in the financial statements. The schedule below summarizes the material corrected misstatements, that, in our judgment, may not have been detected except through our auditing procedures. The internal control matters section of this report describes the effects on the financial reporting process indicated by the corrected misstatements, other than those that we consider to be of a lesser magnitude than significant deficiencies and material weaknesses.

Description	Opinion unit	Amount
To correct unspent ARPA revenue recorded	ARPA Fund	\$130,413
To record accounts payable	Capital Projects Fund	\$720,022

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other information in documents containing audited basic financial statements

The City's audited financial statements will be included in the annual comprehensive financial report. Our responsibility for this information does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. We have read the annual comprehensive financial report to determine whether a material inconsistency exists between the other information and the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with the information, or manner of its presentation, in the financial statements.

The City's audited financial statements are "general purpose" financial statements. General purpose financial statements consist of the basic financial statements that can be used by a broad group of people for a broad range of activities. Once we have issued our audit report, we have no further obligation to update our report for events occurring subsequent to the date of our report. The City can use the audited financial statements in other client prepared documents, such as official statements related to the issuance of debt, without our acknowledgement. Unless we have been engaged to perform services in connection with any subsequent transaction requiring the inclusion of our audit report, as well as to issue an auditors' acknowledgment letter, we have neither read the document nor performed subsequent event procedures in order to determine whether or not our report remains appropriate.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit except the excess expenditures over appropriations disclosed in Note 2 of the financial statements.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the City's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditors' report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the City that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the City's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Compiled regulatory reports

In addition, we prepared GASB No. 34 conversion entries which are summarized in the *Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position* and the *Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities* in the financial statements.

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Common Council resources

Our business is to know every aspect of yours and to maintain a constant lookout for what's next. We invite you to learn about some of the trending challenges and opportunities for public sector organizations like yours and how Baker Tilly can help.

To explore more trending topics and regulatory updates, visit our resource page at <https://www.bakertilly.com/insights/audit-committee-resource-page>.



Capital project oversight

Public sector capital projects face increasing pressure from cost escalation, supply chain disruption, regulatory complexity and heightened scrutiny around transparency and accountability. Strong planning, governance and controls are critical across the full project life cycle, from feasibility and funding strategy through execution and closeout.

Independent oversight helps chart a clear course from planning to delivery. Our teams work alongside leadership to strengthen governance, establish financial and contractual controls, align funding with project goals and monitor performance throughout execution, helping projects stay on schedule, within budget and aligned with community priorities.



Succession planning

An aging workforce, rising retirement rates and competition for specialized talent make succession planning a fiscal and operational a priority for public sector organizations.

By identifying critical roles, assessing workforce risk, building internal talent pipelines and integrating succession planning with broader workforce strategies, Baker Tilly helps organizations preserve institutional knowledge and maintain continuity, today and into the future.



Economic development

Successful economic development depends on disciplined planning, sound financial analysis and coordinated execution. Public sector leaders must balance incentives, infrastructure investment, funding opportunities and stakeholder priorities while maintaining fiscal responsibility.

Baker Tilly's supports local governments with strategic and financial planning, incentive structuring and negotiation, tax increment financing administration, project financing, grant strategy, and economic and fiscal impact analysis. This integrated approach helps leaders move from vision to action, strengthening communities and advancing sustainable, long-term growth.

Management representation letter



11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Phone: (262) 236-2947
www.cityofmequonwi.gov

Finance Department

June 2, 2026

Baker Tilly US, LLP
790 N Water Street
Suite 2000
Milwaukee, WI 53202

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the City of Mequon as of December 31, 2025 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mequon and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America (GAAP). We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated August 28, 2024, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the primary government required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with U.S. GAAP.
- 6) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- 7) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 8) All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.
- 9) There are no known or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with accounting principles generally accepted in the United States of America.
- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the City Common Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) We have not completed an assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.

- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 15) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16) There are no related parties or related party relationships and transactions, including side agreements, of which we are aware.

Other

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) The City of Mequon has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or fund balance or net position.
- 19) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 20) There are no:
 - a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c) Nonspendable, restricted, committed, or assigned fund balances that were not properly authorized and approved.
 - d) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
 - e) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.
- 21) As part of your audit, you assisted with the preparation of the financial statements. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements.

- 22) We have made all management decisions and performed all management functions in relation to the nonattest services provided by Baker Tilly US, LLP or Baker Tilly Advisory Group, LP, as identified in the engagement letter or an addendum to the engagement letter. We have designated Brenda Arnett, Finance Director, an employee with suitable skill, knowledge, and/or experience to oversee the services received. Furthermore, we have established and maintained internal controls, including monitoring activities related to the nonattest services provided by Baker Tilly US, LLP or Baker Tilly Advisory Group, LP, and we have evaluated and accept responsibility for the adequacy and results of the nonattest services received.

The nonattest services provided by Baker Tilly US, LLP or Baker Tilly Advisory Group, LP, are listed below.

- a) Financial statement preparation
- b) Compiled regulatory reports

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

- 23) The City of Mequon has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 24) The City of Mequon has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.
- 25) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if any. Component units have been properly presented as either blended or discrete.
- 26) The financial statements include all fiduciary activities required by GASB No. 84.
- 27) The financial statements properly classify all funds and activities.
- 28) All funds that meet the quantitative criteria in GASB Statement No. 34 and No. 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 29) Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
- 30) The City of Mequon has no derivative financial instruments such as contracts that could be assigned to someone else or net settled, interest rate swaps, collars or caps.
- 31) Provisions for uncollectible receivables, if any, have been properly identified and recorded.
- 32) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 33) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 34) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

- 35) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).
- 36) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.
- 37) We have reviewed our employment agreements and personnel policy related to compensated absences and believe our calculation of compensated absences is in alignment with the requirements of GASB Statement No. 101.
- 38) Tax-exempt bonds issued have retained their tax-exempt status.
- 39) We have appropriately disclosed the City of Mequon's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy. We have also disclosed our policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the supplementary information, (SI):
 - a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 42) We assume responsibility for, and agree with, the findings of specialists in evaluating the other postemployment and pension benefits and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.
- 43) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 44) We have evaluated and considered all potential tax abatements and believe all material tax abatements have been properly reported and disclosed.

- 45) We have evaluated our ongoing operations and determined there are no concentrations or constraints meeting the requirements for disclosure under GASB Statement No. 102.
- 46) We are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties. Our valuation methodologies have been consistently applied from period to period. The fair value measurements reported or disclosed represent our best estimate of fair value as the measurement date in accordance with the requirements of GASB 72—*Fair Value Measurement*. In addition our disclosures related to fair value measurements are consistent with the objectives outlined in GASB 72. We have evaluated the fair value information provided to us by brokers, pricing services or other parties that has been used in the financial statements and believe this information to be reliable and consistent with the requirements.
- 47) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors' report thereon. Our annual report is comprised of annual comprehensive financial report. We have provided you with the final version of the annual report. There are no material inconsistencies between the financial statements and any other information contained within the annual report.
- 48) We assume responsibility for, and agree with the information provided by the Department of Employee Trust Funds for the Local Retiree Life Insurance program as audited by the Legislative Audit Bureau relating to the net OPEB liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.

Sincerely,

City of Mequon

Signed: 
Ms. Brenda Arnett, Finance Director

Signed: 
Mr. William Jones, City Administrator

Client service team



Wendi Unger, CPA

Principal

790 N. Water Street
Suite 2000
Milwaukee, WI 53202
United States

T +1 (414) 777 5423 | Milwaukee
wendi.unger@bakertilly.com



Tanner Fuhr

Senior Associate

790 N. Water Street
Suite 2000
Milwaukee, Wisconsin 53202
United States

T +1 (414) 778 7495 | Milwaukee
tanner.fuhr@bakertilly.com

Accounting changes relevant to the City of Mequon

Future accounting standards update

GASB Statement Number	Description	Potentially impacts you	Effective date
103	Financial Reporting Model Improvements	✓	12/31/26
104	Disclosure of Certain Capital Assets	✓	12/31/26
105	Subsequent Events	✓	12/31/27

Further information on upcoming [GASB pronouncements](#).

Changes to the financial reporting model

GASB Statement 103, *Financial Reporting Model Improvements*, builds on Statement 34 by providing key targeted improvements to the financial reporting model. Its requirements are designed to:

- Enhance the effectiveness of governmental financial reports in providing information essential for decision making and assessing a government's accountability, and
- Address certain application issues.

The targeted improvements contained in Statement 103 establish or modify existing accounting and financial reporting requirements related to:

- Management's discussion and analysis - While the overall requirements do not substantially change management's discussion and analysis, the modifications are meant to improve the analysis included in this section and provide details about the items that should be discussed as currently known facts, decisions, or conditions expected to have a significant financial effect in the subsequent period.
- Unusual or infrequent items (previously known as extraordinary and special items) - The new Statement simplifies GASB literature by eliminating the separate presentation of extraordinary and special items. Under the requirement of Statement 103, applicable items will either be identified as unusual or infrequent, or both.
- Presentation of the proprietary fund statement of revenues, expenses, and changes in fund net position - The changes are designed to improve consistency around the classification of items in these statements by better defining what should be included in operating revenues and expenses and nonoperating revenues and expenses including, for example, the addition of subsidies received or provided as a new category of nonoperating revenues and expenses.
- Major component unit information, and Budgetary comparison information - Statement 103 is designed to improve the consistency of the reporting of major component unit information and budgetary comparison information by specifying required placement of that information.

Revisions to disclosures for certain capital assets

Governments are required to provide information on capital assets in the footnotes to the financial statements as outlined in GASB Statement No. 34. Recent standards have impacted the accounting and reporting for capital assets and as a result GASB issued Statement No. 104, *Disclosure of Certain Capital Assets* to provide enhanced disclosures for certain capital assets, including

- (a) Lease assets reported under Statement No. 87, intangible right-to-use assets reported under Statement No. 94 and subscription assets reported under Statement No. 96 should all be disclosed separately, and by major class of underlying asset. In addition, if there are any other intangible assets reported they should also be disclosed separately.
- (b) Capital assets that are held for sale should have the ending balance with separate disclosure for historical cost and related accumulated depreciation as well as any outstanding debt for which the asset is pledged as collateral disclosed by major class of asset. Assets held for sale are defined as those for which the government has decided to pursue the sale, and it is probable that the sale will be finalized within one year of the financial statement date.

While these changes are focused on footnote disclosures it is important to plan ahead to ensure the required information is available for implementation.

Updated guidance for the financial reporting of subsequent events

GASB Statement No. 105, *Subsequent Events*, which supersedes GASB Statement No. 56, is intended to enhance consistency in the application of requirements for subsequent events.

The Statement defines subsequent events as transactions or other events that occur after year end but before the date the financial statements are available to be issued. The date the financial statements are available to be issued is the date at which (a) the financial statements are complete in a form and format that complies with generally accepted accounting principles (GAAP) and (b) approvals necessary for issuance have been obtained, or typically the opinion date. The definition of subsequent events in this Statement modifies the subsequent events time frame throughout the GASB literature.

The Statement also clarifies:

- The different types of subsequent events (recognized and nonrecognized events)
- When note disclosures are required
- The information that should be included in those note disclosures

Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - Identify types of potential misstatements.
 - Consider factors that affect the risks of material misstatement.
 - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that the City will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how the Common Council oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditors' sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.



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

www.cityofmequonwi.gov

Community Development/Engineering

TO: Common Council
FROM: Cole McCraw, Assistant City Engineer
DATE: June 9, 2026
SUBJECT: RESOLUTION 4292- A Resolution Approving a Certified Survey Map for the Property Located at 11713 North Farmdale Road and Accepting the Dedication of 1.21 Acres of Public Right-of-Way Along North Farmdale Road

Background

The certified survey map is being forwarded to the Common Council for final approval due to the dedication of right-of-way. The result of the certified survey map (CSM) serves to dedicate 1.21 acres of public right-of-way along North Farmdale Road.

Analysis

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

Fiscal Impact

The proposed resolution is fiscally neutral.

Recommendation

The Planning Commission recommended approval on May 18, 2026, by a vote of 8-0.

Attachments:

Map, Briski CSM

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4292

RESOLUTION 4292 - A Resolution Approving a Certified Survey Map for the Property Located at 11713 North Farmdale Road and Accepting the Dedication of 1.21 Acres of Public Right-of-Way Along North Farmdale Road

RECITALS

A. The owner of the property located at 11713 North Farmdale Road has proposed a Certified Survey Map (CSM) to divide the property.

B. The Planning Commission granted conditional Certified Survey Map approval for the property on May 18, 2026.

C. The Certified Survey Map dedicates 1.21 acres of public right-of-way along North Farmdale Road, and the Common Council desires to accept such dedication.

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

1. The attached Certified Survey Map is hereby approved, and the appropriate City officials are hereby authorized and directed to sign the same upon the completion of all required conditions approved by the Planning Commission on May 18, 2026.

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

Approved by: Andrew Nerbun, Mayor

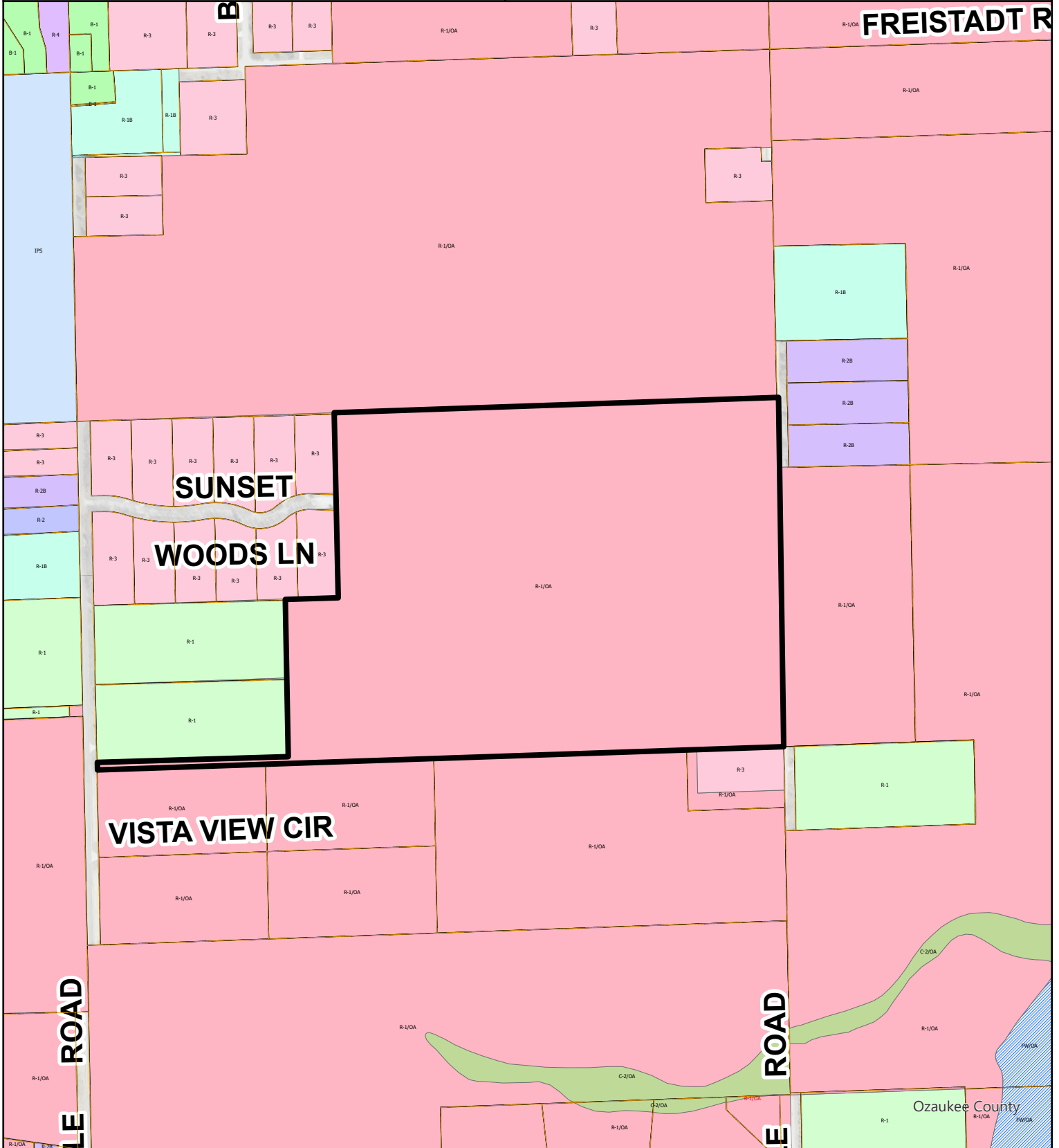
Date Approved: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk

BRISKI CSM

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



CERTIFIED SURVEY MAP NO. _____

A division of lands in the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 9 North, Range 21 East,
in the City of Mequon, Ozaukee County, Wisconsin.

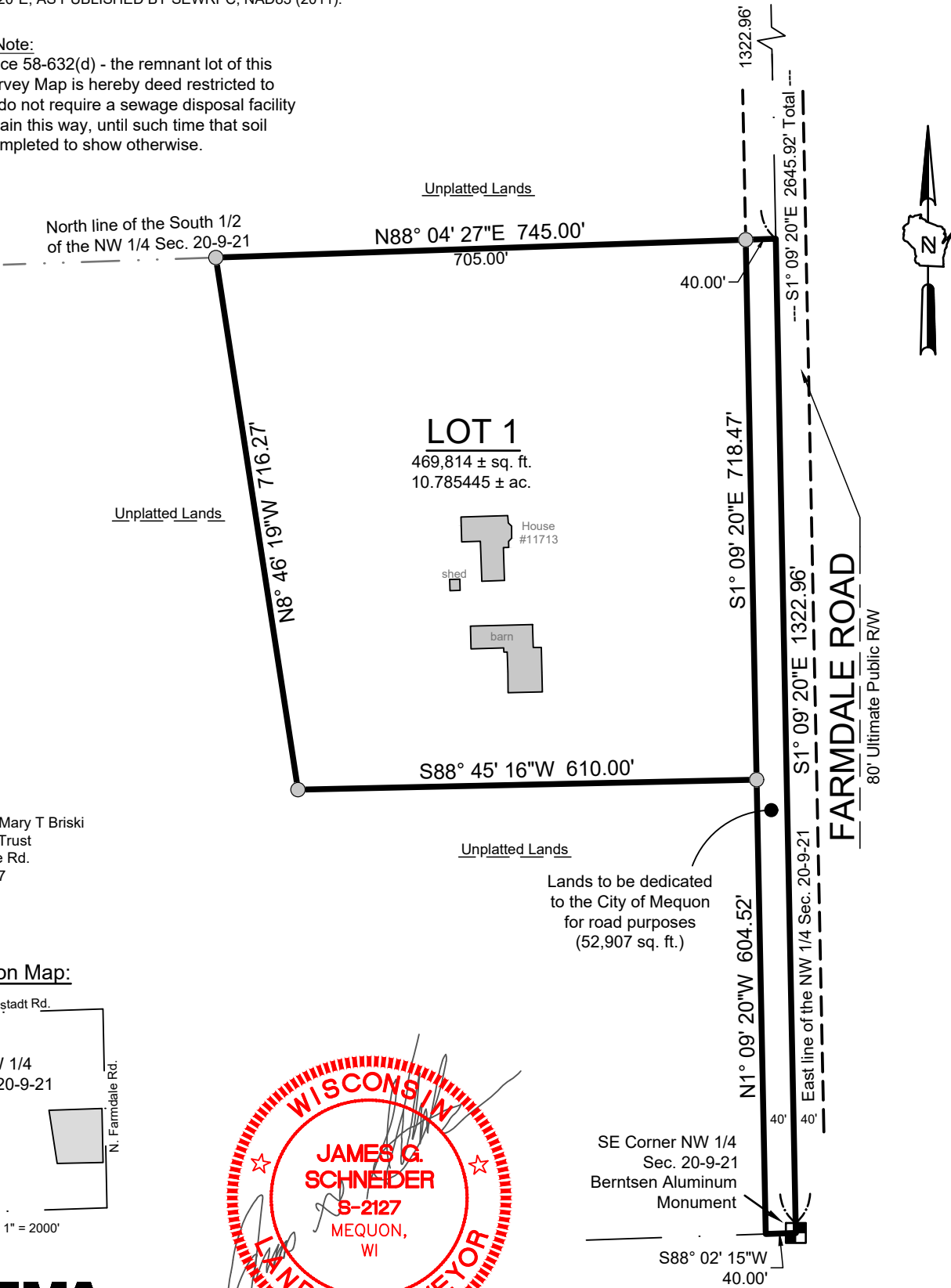
LEGEND & NOTES:

- INDICATES SET 1.3" OUTER DIAM. IRON PIPE, 18" LONG
WEIGHING 1.68 LBS/LIN. FT.

COORDINATES & BEARINGS REFERENCED TO THE WISCONSIN
STATE PLANE COORDINATE SYSTEM, SOUTH ZONE WITH THE
EAST LINE OF THE NW. 1/4 OF SEC. 20-9-21, ASSUMED TO
BEAR S1°09'20"E, AS PUBLISHED BY SEWRPC, NAD83 (2011).

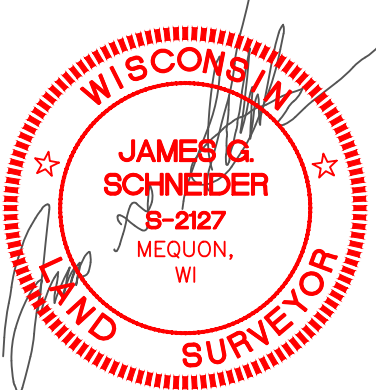
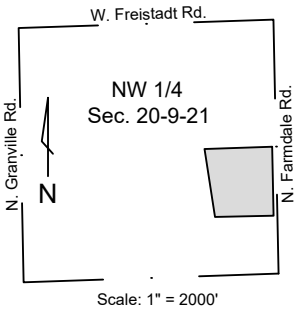
Restriction Note:
Per Ordinance 58-632(d) - the remnant lot of this
Certified Survey Map is hereby deed restricted to
uses which do not require a sewage disposal facility
and will remain this way, until such time that soil
testing is completed to show otherwise.

NE Corner NW 1/4
Sec. 20-9-21
Conc. Monument
with Brass Cap



Owner:
Paul D Briski and Mary T Briski
Revocable Living Trust
11713 N Farmdale Rd.
Mequon, WI 53097

Location Map:



5/14/2026

SE Corner NW 1/4
Sec. 20-9-21
Berntsen Aluminum
Monument

GRAPHIC SCALE



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

Project # 24994 DRAFTED BY JRS

Sheet 1 of 3

CERTIFIED SURVEY MAP NO. _____

A division of lands in the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 9 North, Range 21 East,
in the City of Mequon, 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 division of lands in the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

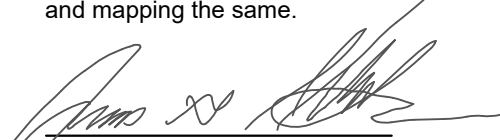
Commencing at the Northeast corner of the Northwest 1/4 of said Section 20; thence S1°09'20"E along the East line of said Northwest 1/4, 1322.96 feet to the point of beginning; thence continuing S1°09'20"E along said East line, 1322.96 feet to the Southeast corner of said Northwest 1/4 Section; thence S88°02'15"W along the South line of said Northwest 1/4, 40.00 feet; thence N1°09'20"W, 604.52 feet; thence S88°45'16"W, 610.00 feet; thence N8°46'19"W, 716.27 feet to a point in the North line of the South 1/2 of said Northwest 1/4; thence N88°04'27"E along said North line, 745.00 feet to the point of beginning.

Said lands containing 522,721 square feet or 12.000023 acres of land, more or less.

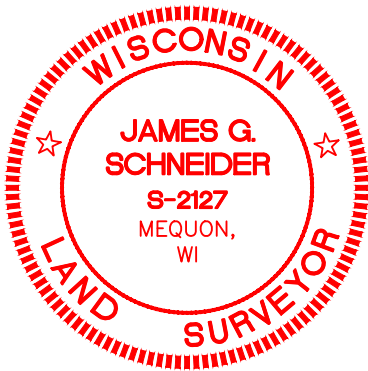
That I have made such survey, land division, and plat at the direction of the Paul D Briski and Mary T Briski Revocable Living Trust, OWNER of said lands.

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 requirements of the City of Mequon in surveying and mapping the same.


James G. Schneider S-2127

5/14/2026



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

CERTIFIED SURVEY MAP NO. _____

A division of lands in the Southeast 1/4 of the Northwest 1/4 of Section 20, Township 9 North, Range 21 East,
in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

We, Paul Briski and Mary Briski, Trustees of the Paul D Briski and Mary T Briski Revocable Living Trust, OWNERS, do hereby certify: THAT we have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

Witness

Paul Briski

Witness

Mary Briski

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

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20__ Paul & Mary Briski, OWNERS to me known to be the person who executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

CITY OF MEQUON PLAN COMMISSION APPROVAL

APPROVED by the City of Mequon Plan Commission on this _____ day of _____ 20__.

Andrew Nerbun, Chairman

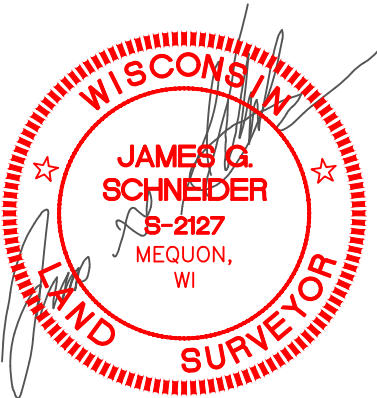
Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____ adopted by the Common Council of Mequon on _____.

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk



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

5/14/2026

Project # 24994 DRAFTED BY JRS



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

www.cityofmequonwi.gov

Police

TO: Common Council
FROM: Mark Riley, Chief of Police
DATE: June 9, 2026
SUBJECT: **ORDINANCE 2026-1693 - An Ordinance Creating Section 46-4 of the Mequon Municipal Code, Related to the Regulation of Camping Within the City**

Background

In the summer of 2025, a small occupied camping unit was observed for several consecutive days in the municipal lot adjacent to City Hall. This event prompted a review of applicable ordinances related to camping behavior, and whether current ordinance language accurately reflected community interest in regulating this activity.

Analysis

Current City ordinances related to camping include:

Within Chapter 54, related to Parks and Recreation, Section 54-19 currently defines park as a *park, nature preserve, reservation, playground, recreation center or any other area in the city, owned or used by the city, and devoted to active or passive recreation*. Section 54-24(5) states that *no person in a park shall: Camp in the parks*.

The City's Zoning Code regulates parking of campers, recreational vehicles and the like within residential districts in section 58-441(11).

Within the Floodplain Section of the Zoning Code, Section 58-745 currently defines Campground to be *Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by four or more camping units, or which is advertised or represented as a camping area*. A camping unit is defined as *any portable device, no more than 400 square feet in area, used as a temporary shelter, including, but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use*.

Ordinance 82-63 (*Parking prohibited*) states, in part, that *it shall be unlawful for any person to: park, stop or leave standing any vehicle, whether attended or unattended, upon any street or highway of this city; park on private property without the expressed consent or permission of the property owner*.

As it stands, there appears to be no prohibition related to parking a vehicle overnight or camping in or on municipal parking lots and City-owned land that is not designated as a “park.”

To address this gap, staff recommends adoption of a new ordinance, Sec. 46-4 – Camping Prohibited, which establishes clear definitions of camping, camping facilities, and camping paraphernalia, and creates enforceable restrictions on camping activities across all city-owned property, green spaces, retail and commercial business locations, and along highways where prohibited by state statute. The proposed ordinance also accounts for modern and non-traditional camping practices, including occupancy of motor vehicles and the accumulation of personal belongings indicative of habitation.

The ordinance further provides reasonable exceptions for permitted special events and officially designated campgrounds, ensuring flexibility while maintaining regulatory clarity.

Given the identified gaps in current code and the need for consistent, enforceable standards, staff recommends adoption of Sec. 46-4 as presented to provide comprehensive regulation of camping activities throughout the city.

Given the potential gaps in regulation related to how camping activities are controlled in all City-owned spaces, staff researched ordinances from several other communities that contained various language styles and prohibitions. The following chart outlines the restrictions in those communities:

Community	Restrictions
Town of Brookfield	Camping is prohibited on all town-owned property, retail and commercial business locations.
City of Mukwonago	The use of municipal or city owned parking lots for overnight camping is prohibited. Verbiage in a separate section (parking lot zoning) notes that general parking lots may not be used for overnight camping or recreational vehicles.
Village of Germantown	No person shall sleep, camp or lodge in any park or parkway, except in places designated for such and with a permit.
City of Waukesha	It is unlawful for any person to lodge, camp or use as a temporary place of residence or habitation a city park, plaza area, or municipal parking lot or ramp. Camping is prohibited in any village park.
Village of Grafton	Camping is prohibited in village parks. A “nighttime curfew” states that no person shall, upon any public grounds owned or leased by the Village, park any vehicle or loiter or lounge in or upon such grounds between 10:00pm and 6:00am except by permit (effectively preventing camping in these locations).

City of Cedarburg	Parking of a recreational or utility vehicle on any city street, alley, highway, right of way or city off-street parking lot in a residential area is prohibited unless a permit is obtained. Inhabiting a recreational or utility vehicle in a city park is prohibited, as is overnight camping.
State of Wisconsin	Camping is prohibited on state lands except in specified or designated areas.

Fiscal Impact

None.

Recommendation

On May 12, the Public Safety Committee approved a recommendation in favor of adopting the proposed ordinance by a vote of 3-0.

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2026-1693 - An Ordinance Creating Section 46-4 of the Mequon Municipal Code, Related to the Regulation of Camping Within the City

RECITALS

A. The Common Council finds that the regulation camping activities within the City is a critical and necessary component of preserving the health, safety, and welfare of the community.

B. The Common Council wishes to regulate camping activities within the City.

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

SECTION I

Section 46-4 of the Mequon Municipal Code is created to read as follows:

Sec. 46-4. – Camping Prohibited.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) "Camp" or "camping" means to place, pitch or occupy camp facilities, to live temporarily in a camp facility or outdoors, and/or to use camp paraphernalia. This definition includes, but is not limited to, the following:

a. Making preparations to construct a temporary shelter, such as the setting up of a tent, laying down of bedding, or the construction of a temporary shelter with other materials such as cardboard or newspapers.

b. Parking of a motor vehicle, motor home, or trailer for the apparent purpose of overnight occupancy.

c. Using a motor vehicle for living accommodations, including activities such as sleeping, cooking, or storing personal belongings in a manner consistent with temporary or permanent habitation.

d. Storing or accumulating clothing, food, beverages or other personal

belongings in or out of a camp facility or camp paraphernalia.

e. Making of a campfire.

(2) "Camp facilities" include, but are not limited to, tents, huts, temporary shelters (e.g. not permanently affixed to the ground) or motor vehicles, camping trailers, "pop-up" campers, motorhomes, bus, car, pick-up truck, or other similar recreational vehicles.

(3) "Camp paraphernalia" shall mean, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

(b) Violations.

(1) Except as provided in sub. (2), no person shall camp or engage in camping activities on any city-owned property, green spaces within the city, retail or commercial business locations, or along any county or state highway as prohibited under Wis. Stat. § 86.025.

(2) This paragraph shall not apply to any of the following:

a. Camping that takes place as part of any special event that has been approved by the city.

b. Camping at any campground with sanitary and water provisions which has been officially designated approved by the city under Chapter 58.

SECTION II

The terms and provision of this ordinance are severable. Should any term of 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 ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

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

Approved by: Andrew Nerbun, Mayor

Date Approved: June 9, 2026

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk

Published: _____



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: June 9, 2026
SUBJECT: RESOLUTION 4293 - A Resolution Approving 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 an All-User Inclusive Playground at Rotary Park

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 proposed two-year 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 to 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 & 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

On May 20, 2026, the Park & Open Space Board unanimously approved a recommendation in favor of approving the land lease and donation agreements. A further recommendation is

forthcoming from the Committee of the Whole on June 9, 2026.

Attachments:

Land Lease, Development and Donation Agreement - Rotary Park Playground

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4293

RESOLUTION 4293 - A Resolution Approving 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 an All-User Inclusive Playground at Rotary Park

RECITALS

A. The City of Mequon and the Thiensville-Mequon Rotary Foundation desire, for the benefit of the public at-large, 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.

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

F. 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 playground 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: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 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 Division, 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 N. Cedarburg Road
Mequon, Wisconsin 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 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 N. Cedarburg Road
Mequon, Wisconsin 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, Wisconsin 53092

With a Copy to:

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

1200 N. Mayfair Road #430
Milwaukee, Wisconsin 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

www.cityofmequonwi.gov

Engineering

TO: Common Council
FROM: Kristen Lundeen, Director Public Works/City Engineer
DATE: June 9, 2026
SUBJECT: RESOLUTION 4294 - A Resolution Awarding the Contract for the Mequon Commons Phase One Design and Development Plan to Williams Architects of North Bay, Wisconsin in the Amount of \$180,325

Background

In April 2026, the Common Council adopted the Mequon Commons Master Plan. Subsequently, City Staff generated and issued a Request for Proposals (RFP) for the Phase One Design and Development Plan: Pool & Core. As written, the RFP requested proposals from qualified firms to provide development design, architectural, pool amenity and configuration, landscaping and engineering services for the implementation of Mequon Commons Master Plan Phase One.

The RFP can be accessed on the City's website here:
<https://www.cityofmequonwi.gov/media/28111>.

Per the Mequon Commons Master Plan:

The proposed Phase One focuses on developing the aquatic complex, shared support building, and adjacent Redbud Plaza and City Hall ADA entrance, concentrating on the central-east section to maximize initial impact while keeping the north parking lot intact and the west section preserved as an open flexible field while baseball is temporarily relocated until permanent facilities can be established. This approach will allow the campus to begin serving the community more quickly, while also preserving space for existing uses and leaving room for potential future expansion.

Phase One elements from the Mequon Commons plan:

- Aquatics Complex
- Shared Support Building
- Redbud Plaza
- City Hall Plaza/ADA Entrance

The RFP requires the selected proposer to generate three development plans at tiered cost levels. The proposed plans shall include a range of amenities and subsequent project operation and

construction costs, such that the City can use that information to make final selections. The RFP also requires the generation of cost estimates for both initial construction and annual operation and maintenance costs.

In order to facilitate future decision making, the RFP outlined the project intent as follows:

1. Implements the design and development vision of the Mequon Commons Master Plan including community and stakeholder input
2. Balances cost and requested amenities
3. Enhances accessibility and universal design
4. Integrates Town Center Standards
5. Establishes requirements for pool operations

The current project timeline is based upon an early closure of the Mequon Community Pool in 2027, construction over the winter, and opening mid-season 2028. In order to facilitate the decision making, construction document generation and bidding for the Phase One amenities, the RFP proposes presentation of the three tiered plans at the August Common Council meeting, with the final design and development plan presented at the September meeting.

Analysis

The RFP was sent to 101 email addresses and 19 people attended the pre-proposal meeting, representing 15 firms. On May 27, the City received 7 proposals representing 27 firms.

Burbach Aquatics, Inc.	\$45,000
Williams Architects	\$156,805
Graef	\$195,300
Groth	\$207,000
FGMA	\$296,000
Damon Farber	\$377,400
JGMA	\$900,000

The proposals may be viewed on the City's website:

<https://www.cityofmequonwi.gov/publicworks/bids-rfp/mequon-commons-phase-one-design-and-development-plan>.

Staff first reviewed the proposals against the requirements of the RFP to ensure the proposers met the minimum requirements. Note that the Mequon Commons Plan vetted through the concept level plans, so the requirements of Phase One transition to final design with accurate cost estimating for future decision making.

The primary selection criteria included staff's confidence in the presented team's ability to generate the deliverables as outlined in the RFP. Given the potential cost and scale of the project, the team's ability to understand the City's intent, space allocation, design standards and consensus building are critical to meeting the above referenced timeline. Ensuring that the three options presented in August provide sufficient detail, options and information to support a decision for a final plan were staff's focus in reviewing the proposals.

Ultimately, the vendor recommendation is based upon a combination of acknowledgment of the scope as outlined in the RFP, strong team of a pool vendor, architect, cost estimating and civil engineer and staff's confidence that the proposer can transition Phase One from the master planning effort from the Mequon Commons Plan towards full implementation.

Therefore, staff recommends award to Williams' Architects, based upon a combination of cost efficiency, strength of team, continuity of service and ability to execute the scope of services as outlined in the RFP. The project team includes The Lakota Group as the land planner and landscape architect (Lakota also completed the Mequon Commons Plan), Kapur as the civil engineer (Kapur also consulted on the Mequon Commons Plan) and Counsilman-Hunsaker as the aquatics engineer/planner.

Fiscal Impact

Williams' Architects proposal was for a lump sum of \$156,805. The Common Council indicated a willingness to allocate \$90,000 in ARPA proceeds to the project. The remaining funding will be provided through future pool capital funding. Staff is requesting authorization of \$180,325 to include a 15% contingency for reimbursables or additional efforts requested by the Common Council.

Recommendation

Recommendation forthcoming from the Committee of the Whole, June 9, 2026.

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4294

RESOLUTION 4294 - A Resolution Awarding the Contract for the Mequon Commons Phase One Design and Development Plan to Williams Architects of North Bay, Wisconsin in the Amount of \$180,325

RECITALS

- A. City staff prepared a Request for Proposals (RFP) for work related to a design and development plan for the implementation of Mequon Commons Master Plan Phase One.
- B. In response to this RFP, the City received multiple proposals from qualified firms.
- C. The City intends to pay for the work related to the RFP with a combination of Federal ARPA proceeds and future pool capital funding.
- D. City staff vetted the proposals and recommends Williams Architects as the firm identified with the strongest team to provide the information necessary to facilitate decision making related to the implementation of Phase One amenities.
- E. The Committee of the Whole at its meeting on June 9, 2026 recommended the contract for award.

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

- 1. The staff is authorized to award the Mequon Commons Phase One Design and Development Plan: Pool and Core contract to Williams Architects of North Bay, Wisconsin in the amount of \$180,325.
- 2. The final contract shall be subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 3. The City Administrator, in lieu of the Mayor and City Clerk, is authorized and directed to execute and deliver the same to the selected firm.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk



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

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: Jessica Wolff, Assistant City Administrator
DATE: June 9, 2026
SUBJECT: RESOLUTION 4295 - A Resolution Approving an Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for Cellular Equipment Located on the City's Water Tower at 10817 N. Industrial Drive Through 2055

Background

The City of Mequon operates a water tower located at 10817 N. Industrial Drive. The tower contains leased space for US Cellular and T-Mobile telecommunications equipment. T-Mobile's existing lease expires on January 29, 2031 but the lessee wishes to secure a long-term extension of the lease term. A copy of the existing lease agreement can be referenced here: <https://www.cityofmequonwi.gov/media/28311>.

Analysis

The original lease agreement included an initial 10-year term and one automatic five-year renewal term. If approved, the proposed amendment will extend the lease by five five-year terms beginning on January 30, 2031, allowing the agreement to continue through 2055. Upon commencement of the new lease, T-Mobile's lease payments will increase annually by 4%, increasing the 3% annual escalator in the current lease. Additionally, the amendment includes the right for both parties to terminate the lease with six (6) months' notice, ensuring flexibility should there be changes on the site in the future. With these exceptions, all other terms of the existing contract will remain unchanged. All terms have been reviewed and approved by City Attorney Sajdak.

Fiscal Impact

T-Mobile's 2026 lease payment was \$44,349 with a 3% annual increase. If the lease amendment is approved, T-Mobile will make an initial payment of \$37,000 to the City in 2027; notably, T-Mobile has requested to lower the new annual payment to align with the market. Thereafter, lease payments will then increase by 4% annually as stipulated in the amendment. Over the full duration of the lease extension as drafted, the City is projected to receive a total of approximately \$1,959,752 in cell tower lease revenue. Alternatively, if the lease were extended through 2055 under the current terms, projected revenue would total \$2,065,573. For comparison purposes, the City will receive a total of \$1,860,288 in cell tower lease revenue over the same term (through

2056) for the recently extended T-Mobile lease at the East Side Fire Station. This was approved by the Common Council in March of this year.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on June 9, 2026.

Attachments:

T Mobile Water Tower Lease First Amendment 6.3.26

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4295

RESOLUTION 4295 - A Resolution Approving an Amendment to a License Agreement with T-Mobile Central LLC, Extending the Term for Cellular Equipment Located on the City's Water Tower at 10817 N. Industrial Drive Through 2055

RECITALS

A. T-Mobile's lease agreement with the City of Mequon to host telecommunications equipment at 10817 North Industrial Drive (City Water Tower) will expire on January 29, 2031 and T-Mobile desires to extend the lease.

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

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

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

1. The attached amendment between the City and T-Mobile extending the current lease to host telecommunications equipment at 10817 North Industrial Drive 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: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement ("**First Amendment**") is effective on the date of the last signature ("**Effective Date**") by City of Mequon, a Wisconsin municipal corporation ("**Landlord**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant or their predecessors-in-interest have entered into a Water Tower Lease Agreement dated October 16, 2016, (the "**Lease**") regarding the leased space ("**Premises**") located at 10817 N. Industrial Drive, Mequon WI 53092 ("**Property**").

Landlord and Tenant now agree as follows:

1. Tenant is granted five (5) additional five (5) year terms, each a Renewal Term beginning on January 30, 2031, provided that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the then current Renewal Term. In the event Landlord elects not to renew, Landlord shall provide Tenant at least eighteen (18) months' notice prior to the expiration of the then current Renewal Term.
2. Commencing on January 30, 2027 ("**Revised Rent Date**"), Tenant shall pay Landlord Thirty Seven Thousand and 00/100 Dollars (\$ 37,000) per year as Rent, partial year to be prorated in advance, by the fifth (5th) day of the Revised Rent Date. The escalation set forth in the Lease shall terminate and the Rent will escalate by 4% of the Rent payable during the previous year beginning on the first anniversary of the Revised Rent Date and every year thereafter. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
3. Tenant may complete upgrades and add equipment within the Premises for no additional consideration or fee, subject to applicable permits.
4. Tenant may terminate the Lease by providing Landlord at least one hundred eighty (180) days prior written notice due to technological, economic, or regulatory reasons.
5. As of the Effective Date of the First Amendment, Landlord may terminate the Agreement by providing at least one hundred eighty (180) days written notice to Tenant, without further liability, in the event the property is sold or the water tower is no longer needed for its intended use. Any prepaid License Fee for any time period after the termination date shall be refunded in proration to Tenant within thirty (30) days of termination.
6. Should temporary relocation of the Antenna Facilities be required for Landlord repairs to the water tower or the Premises, then: (i) Landlord may require Tenant to temporarily relocate Tenant's Antenna Facilities once per each Renewal Term of the Lease ("**Temporary Relocation**"); (ii) Landlord shall provide Tenant at least six (6) months' prior written notice of any repairs, maintenance or other work (the "**Work**"), which would require the Temporary Relocation; (iii) the Work will not limit or interfere with Tenant's Permitted Uses; and (iv) Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. Tenant may

elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.

7. Tenant will maintain its Premises and equipment while the Landlord will keep the remainder of their Property in good order and condition, including without limitation, where applicable, the roof and its weatherproof membrane, any Landlord owned support structure, HVAC, plumbing, elevators, landscaping, and common areas.
8. Tenant may not assign the Lease or sublease the Premises without providing written notice to Landlord.
9. If Tenant remains in the Premises after the Lease ends, the Lease will automatically convert to a month-to-month tenancy on the same terms and conditions.
10. Tenant and Landlord will cooperate with each other's reasonable requests to approve permit applications and other documents related to the Premises.
11. Landlord may bill Tenant for any charges related to the Lease other than Rent within twelve (12) months after incurring the cost; otherwise, the charges are waived.
12. Landlord may assign the Lease immediately upon receiving Tenant's prior written consent.
13. The current notice addresses for the Landlord and Tenant:

If to Landlord:

City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092
Attn: Assistant City Administrator

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance / ML11098C

14. The terms of this First Amendment will control if any provisions conflict with the Lease, otherwise, all other terms of the Lease remain in full force and effect. Capitalized terms used but not defined in this First Amendment will have the same meanings as in the Lease.
15. Landlord and Tenant represent that they have the authority to sign this First Amendment and have obtained any needed third-party consents to do so.

Landlord:

City of Mequon, a Wisconsin municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____



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

www.cityofmequonwi.gov

Administration

TO: Common Council
FROM: Jessica Wolff, Assistant City Administrator
DATE: June 9, 2026
SUBJECT: RESOLUTION 4296 - A Resolution Approving a Professional Services Agreement for the Acquisition and Installation of a Replacement Server for the Mequon Police Department with Heartland Business Systems of Pewaukee, Wisconsin in the Amount of \$38,420

Background

A server is the central computer system that stores the City's data and runs the applications required for daily municipal operations. It supports essential functions such as file storage, public safety applications, and internal communication tools.

The Police Department's existing primary server hardware was installed in 2019. Enterprise grade servers typically have a useful life of approximately five years, which is the widely accepted IT industry standard for replacement planning. The current Police Department server has now exceeded this life cycle. Maintaining a modern, high quality server environment is critical for reliability, security, and continuity of operations. As servers age, the risk of hardware failure increases, and support becomes more limited. Outdated systems also struggle to meet modern cybersecurity requirements and performance demands.

The IT Division has evaluated the existing infrastructure and developed a replacement plan. Due to proactive migration and consolidation of applications to the cloud and the Ozaukee County Justice Department, staff has significantly reduced the server hardware necessary for Police Department functions. The server replacement project includes:

- Replacement of core server hardware
- Updated support agreements and manufacturer warranties
- Updating and modernizing required software licenses
- Expanded storage capacity to support future growth
- Enhanced and modernized security features
- Modernization of the Police Department's computing environment

The City Hall server replacement and the Police Department server replacement projects were not combined because the two servers have different levels of requirements, and are housed at separate locations.

Analysis

In addition to age related concerns, current storage capacity is nearing its limits, restricting the Police Department's ability to store data and support future growth. Replacement parts for aging hardware are also increasingly difficult to source, and when available, they are more expensive and often refurbished. Warranty extensions for older systems also rise in cost each year as manufacturers phase out support.

In addition, the broader technology market has experienced significant volatility. The U.S. is experiencing a surge in data center construction driven by cloud computing and artificial intelligence workloads. A single data center could potentially require thousands of servers, consuming a substantial portion of the available supply chain. This has resulted in constrained inventory, shorter quote validity periods, and accelerated price increases for organizations nationwide.

Despite these challenges, staff conducted a competitive quoting process and engaged with multiple vendors. A Request for Proposals (RFP) was also prepared and posted on the City's website to ensure the City received the most competitive proposals. Although no responses were submitted as a result of the RFP, staff was able to secure two proposals through direct outreach to individual vendors.

Fiscal Impact

The City received three responses to staff's outreach:

- OTG – \$45,201.00
- Heartland Business Systems (HBS) – \$38,419.42
- WinTechnologies – Declined to provide a quote.

As indicated, HBS submitted the most cost effective and comprehensive proposal that met all technical, security, and operational requirements. As a result, staff recommends moving forward with the HBS proposal. This project will be funded through the excess ARPA proceeds per the discussion at the Committee of the Whole meeting on May 12, 2026. Notably, The proposed HBS cost \$6,581 less than the \$45,000 designated for this project.

Given the level of proprietary information contained in each of the submissions received by the City, as well as the various concerns related to the future configuration of a new server dedicated for law enforcement purposes, neither of the two proposals are attached to this agenda item.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on June 9, 2026.

Attachments:

None

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4296

RESOLUTION 4296 - A Resolution Approving a Professional Services Agreement for the Acquisition and Installation of a Replacement Server for the Mequon Police Department with Heartland Business Systems of Pewaukee, Wisconsin in the Amount of \$38,420

RECITALS

- A. The Information Services Division has received quotes regarding the acquisition and installation of a replacement server at the Mequon Police Department.
- B. The quotes were reviewed by staff to ensure compliance with the requirements specified for the project.
- C. This project was identified and approved as part of the reallocation of funds received through the American Rescue Plan Act (ARPA) and the proposed contract is within the allocated amount.
- D. The Finance-Personnel Committee approved the purchase at its June 9, 2026, meeting.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the attached Professional Services Agreement for the acquisition and installation of a replacement server at the Mequon Police Department is awarded to Heartland Business Systems of Pewaukee, Wisconsin, in an amount not-to-exceed \$38,420, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk



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: June 9, 2026
SUBJECT: RESOLUTION 4297 - A Resolution Authorizing Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2025, in Accordance with Requirements Under Wisconsin Administrative Code NR208

Background

As a state requirement for owning and operating a separate municipal storm sewer system that discharges to waters of the state, the City maintains a general Wisconsin Pollution Discharge Elimination System (WPDES) permit through the Wisconsin Department of Natural Resources (WDNR). The permit covers water quality, illicit discharges, public information and education, storm water, and erosion control. In addition to an annual stormwater report, the City must also file a Compliance Maintenance Annual Report (CMAR) for the sanitary sewer system and any emergency sewer system overflows that may occur.

Analysis

The draft 2025 CMAR is attached for review and the WDNR requires that it be filed by June 30. Part of the reporting requirement is that the governing body of the municipality must adopt an annual resolution stating that it has reviewed the report before it is filed each year. The report has a grading system for both the financial management and collection systems. If a community falls below an overall grade point (3.00), scores less than a "C" in any individual CMAR section, or if Sanitary Sewer Overflows (SSOs) were reported in the year, the City must identify improvements to correct system deficiencies and improve the report's score. In 2025, the City continued its "A" grade for financial management and collection systems.

In 2025, the City reported multiple Sewer Service Overflows (SSOs), most notably in August as a result of historic wet weather. In 2019, the City completed the prioritization for Private Property Inflow and Infiltration reduction to better manage wet weather events, and project implementation is ongoing. In addition, the construction of a new Lift Station E will provide additional capacity and relief to the four upstream lift stations which discharge into the station.

It is staff's recommendation that the Sewer Utility District favorably endorse, and the Common Council approve the accompanying resolution, which authorizes staff to file the CMAR report.

Fiscal Impact

There is no fiscal impact to filing this report outside of the staff time necessary for its preparation. Any potential projects identified must ultimately be approved by the Sanitary Sewer Utility Commission prior to proceeding.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on June 9, 2026.

Attachments:

2025 CMAR

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4297

RESOLUTION 4297 - A Resolution Authorizing Staff to File the City of Mequon's Compliance Maintenance Annual Report (CMAR) for Calendar Year 2025, in Accordance with Requirements Under Wisconsin Administrative Code NR208

RECITALS

A. It is a requirement under the Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Mequon's wastewater collection system under Wisconsin Administrative Code NR208.

B. It is necessary to acknowledge that the governing body has reviewed the CMAR.

C. It is necessary to provide recommendations or an action response plan for any individual CMAR section within the annual report with a grade of "C" or less, an overall grade point average of less than 3.0, or in a year where a Sanitary Sewer Overflow was reported.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the CMAR has been reviewed and staff is hereby authorized to file said report and recommendations.

IT IS FURTHER RESOLVED that while the City has an overall GPA of 4.00, the City will continue to evaluate its system and take necessary actions to maintain and improve the collection system which may include:

1. Continuation of current system improvements such as manhole rehabilitation, mainline rehabilitation, and upgrades to force mains and lift stations.

2. Continued evaluation of sewer utility collection system energy efficiency and costs related to power for lift station system pumping, in reference to Section 6 of the CMAR.

Approved by: Andrew Nerbun, Mayor

Date Approved: June 9, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 9, 2026.

Caroline Fochs, City Clerk

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:
5/27/2026 **2025**

Financial Management

1. Provider of Financial Information Name: Kristen Lundeen Telephone: 262-236-2938 (XXX) XXX-XXXX E-Mail Address (optional): klundeen@cityofmequonwi.gov		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐ ☐ ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2025 ● 0-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2025 ● 1-2 years ago (0 points) ☐ ☐ ○ 3 or more years ago (20 points) ☐ ☐ ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity 3.2.1 Ending Balance Reported on Last Year's CMAR 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) 3.2.3 Adjusted January 1st Beginning Balance 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)		\$ 334,769.05 \$ 0.00 \$ 334,769.05 \$ 350,000.00

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:

5/27/2026

2025

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 496,596.46

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 188,172.59

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Equipment Purchases:

Gas Monitors and Testing Equipment \$9,008.49

Sewer Superintendent Truck \$44,211.50

Power Supply \$201.48

Televising Truck \$442,835.00

Misc. \$329.99

0

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	2010 Ranch Road Gravity Sewer Improvements (GSSW)	\$295,680	2025
2	2010 Ranch Road Gravity Sewer Improvements (GSSW)	\$152,320	2026
3	Glen oaks Lane Area E Gravity Sewer Improvements, Design (GSSF)	\$650,000	2026
4	Glen oaks Lane Area E Gravity Sewer Improvements, Design (GSSF)	\$650,000	2027
5	Glen oaks Lane Area E Gravity Sewer Improvements, Construct (GSSF)	\$1,275,000	2028
6	Glen oaks Lane Area E Gravity Sewer Improvements, Construct (GSSF)	\$425,000	2029
7	Riverdale Park Area F Gravity Sewer Improvements, Design (GSSF)	\$75,000	2030
8	Riverdale Park Area F Gravity Sewer Improvements, Construct (GSSF)	\$750,000	2031
9	Riverdale Park Area F Gravity Sewer Improvements, Construct (GSSF)	\$750,000	2032
10	Sewer Main Improvements in Areas A, B, C, D (GSSF)	\$500,000	2028
11	Sewer Main Improvements in Areas A, B, C, D (GSSF)	\$500,000	2029
12	Update System Hydraulic Modeling with Improvements (GSSF)	\$50,000	2029
13	Heritage Estates Siphon Design Study (GSSF)	\$15,000	2026
14	River Road at Milwaukee River Design Study (GSSF)	\$15,000	2028
15	Mequon Rd. Flow Equalization @STH 57 (GSSF)	\$35,000	2032
16	Mequon Rd. Flow Equalization @STH 57 (GSSF)	\$175,000	2033

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:
5/27/2026 2025

17	STH167 Sewer Rehabilitation Work (GSSF)	\$300,000	2034
18	Ranch Rd. Lift Station E Construction (LSF)	\$6,351,180	2025
19	Ranch Rd. Lift Station E Construction (LSF)	\$3,271,820	2026
20	Fieldwood Drive Lift Station G Design Study Report for Improvements (LSF)	\$35,000	2026
21	Fieldwood Drive Lift Station G Design Study Report for Improvements (LSF)	\$275,000	2027
22	Replace Pumps, Valves and Motors: LS R (LSF)	\$50,000	2025
23	Replace Pumps, Valves and Motors: LS U (LSF)	\$50,000	2025
24	Replace Pumps, Valves and Motors: LS V (LSF)	\$50,000	2026
25	Replace Pumps, Valves and Motors: LS I (LSF)	\$50,000	2026
26	Replace Pumps, Valves and Motors: LS T (LSF)	\$50,000	2027
27	Replace Siphon (LSF)	\$100,000	2027
28	Install Magnetic Flow Meters (LSF)	\$15,000	2025
29	Install Lift Station Emergency Generators with Transfer Switches (K,H,Q) (LSF)	\$100,000	2030
30	Replace Generators, Transfer Switches and encloser @ Station J (LSF)	\$90,000	2025
31	Replace Generators/ Tranfer Switches: LS M (LSF)	\$60,000	2026
32	Replace Generators/ Transfer Switches: LS O (LSF)	\$60,000	2027
33	Replace Generators/ Transfer Switches: LS R (LSF)	\$60,000	2028
34	Replace Generators/ Transfer Switches: LS C (LSF)	\$60,000	2029
35	Replace Generators/ Transfer Switches: LS D (LSF)	\$60,000	2030
36	Replace Generators/ Transfer Switches: LS G (LSF)	\$60,000	2031
37	Condition Assessments (LS A, X) (LSF)	\$50,000	2028
38	Condition Assessments (LS A, X) (LSF)	\$50,000	2029
39	Decommissioning Studies - Lift Station P (LSF)	\$15,000	2027
40	Lift Station PLC Replacements (LSF)	\$60,000	2027
41	Lift Station PLC Replacements (LSF)	\$60,000	2028
42	Lift Station Communication Antenna Replacements (LSF)	\$20,000	2026
43	Lift Station Communication Antenna Replacements (LSF)	\$20,000	2027
44	Lift Station Communication Antenna Replacements (LSF)	\$20,000	2028
45	Lift Station Communication Antenna Replacements (LSF)	\$20,000	2029
46	Lift Station E Force Main Construct for 2010 Ranch Rd (FMF)	\$450,000	2025
47	Hidden Reserve Lift Station E Force Main Extension (FMF)	\$500,000	2025
48	Lift Station G Force Main Design Capacity Improvements (FMF)	\$35,000	2026
49	Lift Station G Force Main Construct 6,200 ft (FMF)	\$1,100,000	2027
50	Lift Station G Force Main Construct 6,200 ft (FMF)	\$1,100,000	2028
51	Concord Drive Lift Station R Force Main Replacement (FMF)	\$50,000	2028
52	Retrofit Force Mains with Access Ports (A,E) (FMF)	\$10,000	2027
53	Retrofit Force Mains with Access Ports (A,E) (FMF)	\$10,000	2028
54	Retrofit Force Mains with Access Ports (A,E) (FMF)	\$20,000	2029
55	Replace Superintendent Truck 600 (ERF)	\$45,000	2025
56	CCTV truck and camera, push camera, lateral camera (ERF)	\$450,000	2025
57	Jet headphones (ERF)	\$6,000	2025
58	Generator (ERF)	\$60,000	2026
59	Generator (ERF)	\$60,000	2027
60	Generator (ERF)	\$60,000	2028

5. Financial Management General Comments

The Sewer Utility adopted Reserve Requirements for undesignated cash reserves in 2023.

In early 2024, the Sewer Utility adopted a Sewer User Rate and Levy Policy, which guides how the Sewer Utility Budget will be created, including the methods for establishing sewer user rates and levy.

Annually, the Sewer Utility budget is reviewed and administered in accordance with the policy and the user rate is adjusted accordingly.

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:
5/27/2026 **2025**

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	46,217	13
February	44,798	33
March	47,233	118
April	66,108	79
May	60,511	46
June	51,011	87
July	43,116	83
August	45,513	166
September	46,612	43
October	34,717	60
November	36,431	75
December	51,108	57
Total	573,375	860
Average	47,781	72

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:
5/27/2026 **2025**

Year: 2019 By Whom: Arch Electric Describe and Comment: Preliminary Feasibility Study Study to evaluate options for utility energy cost offset, including solar (pending site location) 6.4 Future Energy Related Equipment 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations? Continue lift station assessments and inspections to verify stations have optimal performance. Replace pumps with more efficient models and update controls (PLCs) and transducers.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Mequon Sewage Collection System

Last Updated: Reporting For:
5/27/2026 2025

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Comply with WPDES permit for sanitary sewer overflows;
Minimize occurrence of preventable overflows;
Improve and maintain system reliability;
Provide adequate capacity to convey peak flow;
Manage infiltration and inflow; and
Protect collection system worker health and safety.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City Ordinance 86-IV

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 1996-11-12

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance
- ☒ Operation and Maintenance [NR 210.23 (4) (d)]

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Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	0	% of system/year
Flow monitoring	3	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	0	% of system/year
Manhole inspections	50	% of system/year
Lift station O&M	23	# per L.S./year
Manhole rehabilitation	0	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed

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Private sewer inspections % of system/year

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

The Sewer Utility terminated the joint contract for the televising truck and purchased its own in 2025. It is anticipated to increase efficiency and use of televising in 2026 and beyond.

Manhole inspections will result in evaluation of rehabilitation projects.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

37.36	Total actual amount of precipitation last year in inches
34.05	Annual average precipitation (for your location)
167.66	Miles of sanitary sewer
23	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
94	Number of basement backup occurrences
94	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.13	Sanitary sewer overflows (number/sewer mile/yr)
0.56	Basement backups (number/sewer mile)
0.56	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	3/5/2025 10:00:00 PM - 3/5/2025 10:40:00 PM	5000 W Parkview Dr	Powerout	2,000
1	6/4/2025 6:00:00 AM - 6/4/2025 6:30:00 AM	2932 W. Riverland Dr (Lift Station "H")	Rain	5,250
2	8/10/2025 3:00:00 AM - 8/10/2025 9:00:00 AM	Lift Station B (5000 W. Parkview Drive)	Rain, Flooding	90,000

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3	8/10/2025 1:00:00 PM - 8/10/2025 8:30:00 PM	Lift Station B (5000 W. Parkview Drive)	Rain, Flooding	56,250
4	8/10/2025 3:00:00 AM - 8/10/2025 9:00:00 AM	Lift Station C (11101 N. River Rd.)	Rain, Flooding	252,000
5	8/10/2025 1:00:00 PM - 8/10/2025 8:30:00 PM	Lift Station C (11101 N. River Rd.)	Rain, Flooding	157,500
6	8/10/2025 3:45:00 AM - 8/10/2025 1:45:00 PM	Lift Station D (11750 N. River Rd.)	Rain, Flooding	396,000
7	8/10/2025 2:45:00 AM - 8/10/2025 11:45:00 AM	Lift Station F (12439 N. Circle Dr.)	Rain, Flooding	837,000
8	8/10/2025 2:30:00 AM - 8/10/2025 11:00:00 AM	Lift Station G (12735 N. Fieldwood Rd.)	Rain, Flooding	336,600
9	8/10/2025 3:00:00 AM - 8/10/2025 11:30:00 AM	Lift Station H (2932 W. Riverland Dr.)	Rain, Flooding	165,750
10	8/10/2025 3:30:00 AM - 8/10/2025 10:30:00 AM	Lift Station L (608 E. Juniper Ct.)	Rain, Flooding	136,500
11	8/10/2025 2:30:00 AM - 8/10/2025 6:30:00 AM	Lift Station M (10115 W. LeGrande Blvd.)	Rain, Flooding	78,000
12	8/10/2025 3:00:00 AM - 8/10/2025 2:30:00 PM	Lift Station R (10240 N. Concord Dr.)	Rain, Flooding	224,250
13	8/10/2025 4:00:00 AM - 8/10/2025 1:00:00 PM	MH 0119.039 (11816 N. Wildwood Dr.)	Rain, Flooding	651,000
14	8/10/2025 5:30:00 PM - 8/10/2025 7:00:00 PM	Lift Station R (10240 N. Concord Dr.)	Rain, Flooding	29,250
15	8/10/2025 3:30:00 AM - 8/10/2025 11:30:00 AM	Lift Station U (11459/11501 N. Glenwood Dr.)	Rain, Flooding	318,800
16	8/10/2025 4:30:00 AM - 8/10/2025 6:30:00 AM	Lift Station V (4020 W. Donges Bay Rd.)	Rain, Flooding	39,000
17	8/10/2025 1:00:00 PM - 8/10/2025 2:30:00 PM	MH 0119.039 (11816 N. Wildwood Dr.)	Rain, Flooding	229,500
18	8/10/2025 1:00:00 PM - 8/10/2025 8:30:00 PM	MH 0835.029 (10019 N. Cedarburg Rd.)	Rain, Flooding	697,500
19	8/10/2025 7:30:00 AM - 8/10/2025 7:30:00 PM	MH 0736.060 (4006 W. County Line Rd.)	Rain, Flooding	1,836,000
20	8/12/2025 6:30:00 AM - 8/12/2025 2:00:00 PM	Lift Station F (12439 N. Circle Dr.)	Rain, Flooding	90,000
21	8/10/2025 2:30:00 AM - 8/10/2025 7:30:00 AM	OUTLOT 1 RAVINE FARM	Rain, Flooding	1,860,000

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

City of Mequon continues to coordinate with MMSD on PPII project opportunities and will continue to review opportunities for system rehabilitation including CIPP lining and manhole seal/lining.

In 2026-2027, the Sewer Utility will replace Lift Station E (Ranch Road), the Sewer Utility's largest lift station to address surcharging and capacity constraints.

5. Infiltration / Inflow (I/I)

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5.1 Was infiltration/inflow (I/I) significant in your community last year? ☒ Yes ☐ No If Yes, please describe: The majority of reported SSOs and all basement backups were a direct result of the 1,000-year storm in August 2025.	
5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☒ Yes ☐ No If Yes, please describe: During wet weather flow, rates and lift station pump cycles increase	
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: As noted, historic wet weather events impacted the system.	
5.4 What is being done to address infiltration/inflow in your collection system? Continue with sewer mainline and manhole rehabilitation including grouting and lining, and continued participation in the MMSD PPI/I reduction program.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):
Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00