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, September 8, 2026 - 7:30 PM
Christine Nuernberg Hall

Agenda

1) **Call to Order**

2) **Pledge of Allegiance**

3) **Roll Call**

4) **Public Hearings:** None

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

6) **Public Officials' Reports:**
   a) Mayor
   b) City Administrator

7) **Consent Agenda:**
   a) Architectural Board meeting minutes of July 13, 2026
   b) Board of Appeals meeting minutes of March 5, 2026
   c) Common Council meeting minutes of August 12, 2026
   d) Festivals Committee meeting minutes of July 15 and August 4, 2026
   e) Finance-Personnel Committee meeting minutes of July 14, 2026
   f) Mequon Municipal Water Utility Commission meeting minutes of March 10, 2026
   g) Public Works Committee meeting minutes of May 12, 2026
   h) Sewer Utility District Commission meeting minutes of June 9, 2026

8) **Ordinances**: None

9) **Resolutions:**

a) **RESOLUTION 4306 -** A Resolution Approving the Following Items: A) Ratification of the Purchase and Installation of a Replacement Boiler at the Public Safety Building from J.F. Ahern Co., Waukesha, Wisconsin in the Amount of $72,817; and B) The Expenditure of $5,000 in Associated Equipment Purchases and Building Repairs; **Recommendation Forthcoming by Public Works Committee September 8, 2026.**

b) **RESOLUTION 4307 -** A Resolution Approving the Receipt of Donations from the Mequon Thiensville Community Foundation for the Purchase of a Police K9 Squad and Associated Equipment in the Amount of $67,065; **Recommendation Forthcoming by Public Safety Committee September 8, 2026.**

c) **RESOLUTION 4308** - A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle and Three (3) Ford Police Interceptor Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Code 3 Communications, Iron Ridge, Wisconsin, for a Total Not-to-Exceed Cost of $235,582; **Recommendation Forthcoming by Public Safety Committee September 8, 2026.**

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

11) **Specified New Business:** None

12) **Potential Closed Session:**

a) **City Administrator Evaluation:** The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), Wisconsin State Statutes, considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

13) **Adjourn**

Dated: September 3, 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

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, July 13, 2026 - 6:00 PM
Christine Nuernberg Hall

Minutes

A) Call to Order and Roll Call

The meeting was called to order by Chairman Scott Reed at 6:00 p.m.

Present:
Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn

[**Absent:** Architect John Mikkelson, Board Member Anthony LaGalbo]

B) Approval of Meeting Minutes

1) Meeting Minutes - June 8, 2026

MOTION:	Motion to approve June 8, 2026, Minutes
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

C) Action Items

1) **Matthew Richmond**
New Single-Family Residence at 6260 W. Fox Crossing Drive
Subdivision: The Residence at Foxtown
Contractor: Lakeside Development Co. / Architect: Lakeside Development Co.
District 4 - 6:00 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Michael Wade
AYES:	4: Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Tom Irvin, Board Member Curtis Helm
NAYS:	3: Chairman Scott Reed, Board Member Ann Scherzinger, Board Member Janet Ehn
RESULT:	Passed

2) **Mark & Cheryl Wood**
New Single-Family Residence at 9423 W. Huntington Drive
Subdivision: Swan Ridge Farms
Contractor: Korndoerfer Homes / Architect: SHP
District 4 - 6:05 pm

MOTION:	To Approve
MOVER:	Chairman Scott Reed
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Plans approved as submitted with the following conditions: 1. Add 5/4x6 Frieze Boards on the left and right elevation gables to match the front elevation gable. 2. Add composite shake siding on the left and right elevation gables to match the front elevation gable. 3. Add Fypon Brackets to the top of left and right elevation gables to match the front elevation gable.

3) **Tim O'Brien Homes**
New Single-Family Residence at 10035 N. Migratory Lane
Subdivision: Swan Ridge Farms
Contractor: Tim O'Brien Homes / Architect: Tim O'Brien Homes
District 4 - 6:10 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Vice-Chairman Paul Apfelbach
AYES:	6: Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Janet Ehn
NAYS:	1: Board Member Curtis Helm
RESULT:	Plans approved as submitted with the condition that the stone beltline on the front elevation continues around the corner and dies at the inside corner on the rear elevation.

4) **Tim O'Brien Homes**
New Single-Family Residence at 9986 N. Migratory Lane
Subdivision: Swan Ridge Farms
Contractor: Tim O'Brien Homes / Architect: Tim O'Brien Homes
District 4 - 6:15 pm

MOTION:	To Approve
MOVER:	Board Member Curtis Helm
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

5) **William & Barbara McGaffigan**
New Single-Family Residence at 12835 N. Blue Jay Lane
Subdivision: Highland Meadows
Contractor: Allan Builders / Architect: Brian Andaloro
District 5 - 6:20 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Ann Scherzinger
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

6) **Andrew & Judith McDonagh**
New Single-Family Residence at 12847 N. Blue Jay Lane
Subdivision: Highland Meadows
Contractor: Allan Builders / Architect: Brian Andaloro
District 5 - 6:25 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Ann Scherzinger
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

7) **Dhaval & Gandabhai Patel**
New Single-Family Residence at 12968 N. Mockingbird Court
Subdivision: Highland Meadows
Contractor: Victory Homes of WI / Architect: Brian Andaloro
District 5 - 6:30 pm

MOTION:	To Approve
MOVER:	Chairman Scott Reed
SECONDER:	Board Member Janet Ehn
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	*Plans approved as submitted with the condition that on the rear elevation picture windows, the six outer windows must have grids added to them (as drawn).

8) **Timory, Jeremy & Catherine Naples**
Exterior changes at 11118 N. Pebble Lane
Subdivision: Sunset Ridge Estates
Contractor: WI Integrity Builders Corp. / Architect: WI Integrity Builders Corp.
District 8 - 6:35 pm

MOTION:	To Approve
MOVER:	Chairman Scott Reed
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

9) **Craig & Katie Gretzinger**
Shed at 9845 N. Thornapple Lane
Subdivision: Thornapple Farm
Contractor: TBD / Owner: Envision Design
District 8 - 6:45 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Ann Scherzinger
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Plans approved as submitted with the condition that two windows should be added to the north elevation to match the windows on the west elevation.

10) **Victory Homes of Wisconsin**
New Single-Family Residence on Lot #13 in Granville Ridge
Subdivision: Granville Ridge
Contractor: Victory Homes of WI / Architect: Brian Andaloro
District 1 - 6:55 pm

MOTION:	To Approve
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Chairman Scott Reed
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

11) **Adam & Steph Liebl**
New Single-Family Residence at 14051 N. Granville Road
Subdivision: N/A
Contractor: Squared Away / Architect: Lex Design Group
District 1 - 7:00 pm

MOTION:	To Approve
MOVER:	Board Member Michael Wade
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

12) **Daniel & Susan Minahan**
Two-Story Addition at 13909 N. Green Bay Road
Subdivision: N/A
Contractor: Wisconsin Craftsman / Architect: HB Designs LLC
District 1 - 7:05 pm

MOTION:	To Approve
MOVER:	Board Member Michael Wade
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

13) **Robert & Angelika Para**
Revisions to New Single-Family Residence at 7739 W. Cheverny Drive
Subdivision: Cheverny
Contractor: Owner / Architect: Owner
District 1 - 7:15 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Ann Scherzinger
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

14) **Fred & Heidi Skinner**
Garage addition and exterior changes at 5310 W. Parkview Drive
Subdivision: Mequon Country Estates
Contractor: Wade Design & Construction / Architect: Wade Design
District 2 - 7:25 pm

MOTION:	To Approve
MOVER:	Board Member Tom Irvin
SECONDER:	Board Member Ann Scherzinger
AYES:	6: Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
ABSTAINED:	1-Board Member Michael Wade
NAYS:	None
RESULT:	Passed

15) **Veridian Homes LLC**
New Single-Family Residence at 8122 W. Skylark Court
Subdivision: The Enclave
Contractor: Veridian Homes LLC / Architect: Veridian Homes LLC
District 3 - 7:35 pm

MOTION:	To Approve
MOVER:	Chairman Scott Reed
SECONDER:	Board Member Ann Scherzinger
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Passed

D) Review of City of Mequon's Code of Ordinances

1) At its April 14, 2026, meeting, the Public Welfare Committee directed staff to resume a review of the City's Code of Ordinances related to the roles and responsibilities of boards, committees, and commissions.

Building Inspector Greg Golden asked and discussed with the Board Members the following questions:

1. **Meeting frequency and scheduling**

   - Is the current meeting schedule appropriate for the board/committee/commission's responsibilities?

     Yes. The Board feels that meeting once a month is sufficient, especially since our submissions are usually 15 or under. The Board was also in agreement that if only two submissions were presented, a meeting should be held so as not to hold up construction.

   - Are there opportunities to improve efficiency or member participation?

     Board Member Janet Ehn noted that by eliminating so many individual district members several years ago, the Architectural Board meetings are more streamed line which improved the efficiency and pace of the meetings.

     Board Member Curtis Helm reiterated that the applicants' understanding of the Architectural Board Guidelines before submitting plans was a key factor in the approval process.

Board Member Michael Wade commented that staff should continue working with the applicants to ensure adequate drawings are presented to the Board.

2. **Quorum and attendance requirements**

- Are current quorum requirements appropriate? - Yes
- Are attendance expectations clear and workable? - Yes

3. **Powers and duties**

- Are the current responsibilities clearly defined and reflect current practice? – Yes
- Are there any duties that should be added, removed, or clarified? – No

4. **Opportunities to merge or consolidate with another standing committee**

- Are there opportunities to improve efficiency by combining responsibilities with another board, committee, or commission? – No

5. **Additional considerations**

- Are there any other operational, procedural, or compliance-related issues that the Public Welfare Committee should consider? – No

E) Adjourn

MOTION:	To Adjourn
MOVER:	Vice-Chairman Paul Apfelbach
SECONDER:	Board Member Tom Irvin
AYES:	Chairman Scott Reed, Vice-Chairman Paul Apfelbach, Board Member Michael Wade, Board Member Ann Scherzinger, Board Member Tom Irvin, Board Member Curtis Helm, Board Member Janet Ehn
NAYS:	None
RESULT:	Approved

Meeting concluded at 7:05 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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BOARD OF APPEALS
Regular Meeting
Thursday, March 5, 2026 - 6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

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

Present:
Chair Wawrzyn, Board Member Helfer, Board Member Larson, Board Member Korger, Board Member Reigle

Also present: City Clerk Caroline Fochs, City Attorney Brian Sajdak, Assistant City Engineer Cole McCraw, Building Inspection Supervisor Greg Golden, Attorney Chris Jaekels, and interested public.

2) Approval of Meeting Minutes

a) Meeting minutes of February 5, 2026

Motion to amend the meeting minutes to allow conformity of referenced name usage: William Hanney versus Bruno Hanney.

MOTION:	Meeting Minutes of February 5, 2026 Approved as amended
MOVER:	Board Member Stephen Helfer
SECONDER:	Board Member Ramona Larson
AYES:	Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Allison Korger, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

3) Hear Evidence Concerning: Debate, Deliberate and Decide the Request of:

Vice Chair Wawrzyn explained the guidelines for the Board of Appeals as well as the process for the meeting. All parties planning to testify before the Board of Appeals were sworn in:

- Youssef Berrada 7421 W. Ridgeview Drive, Mequon
- Joe Goldberger 13460 N. Silver Fox Drive, Mequon
- Paul Apfelbach 3903 W. Mequon Road, Mequon
- Eric Miller 616 E. Circle Road, Mequon
- Brian Sajdak 11333 N. Cedarburg Road, Mequon
- Cole McCraw 11333 N. Cedarburg Road, Mequon
- Greg Golden 11333 N. Cedarburg Road, Mequon

a) Joe A. Goldberger on behalf of Youseff Berrada request a variance to Mequon Code Sec 58-60308 to retain the existing berm at 7421 W. Ridgeview Drive.

Chair Wawrzyn began preliminary discussion with an explanation of the Board's rules and regulations in relation to receiving staff testimony prior to a hearing.

The applicant's attorney Mr. Goldberger acknowledged that all matters concerning his client and his property have been resolved except for the berm. The settlement arranged by the City and signed by the Mayor and City Attorney provided the option of being heard by the Board of Appeals or the Planning Commission on that matter.

City Attorney Sajdak clarified that the City has no objection to the Board's jurisdiction, and clarified that this particular request is a variance and not part of the settlement agreement.

The Board went into discussion on the jurisdictional power and authority of the Board, referring to municipal ordinances. The order of power was up for debate to determine whether the Board should be the initial act for the City on this hearing.

Mr. Sajdak referenced the statute on variances - 623.237(b) — stating the Board or body can make determinations. He explained the difference between a variance appeal. The settlement provides the applicant the choice to be heard by the Planning Commission or the Board of Appeals. The topic at hand is a request for a variance in relation to municipal code restrictions. The Planning Commission may grant a waiver to City requirements. However, if they choose to deny the request, the applicant may be seen by the Board of Appeals to review for errors by the Commission. Following the Board's decision, the applicant may then choose to escalate their hearing to the Ozaukee County Circuit Court.

Mr. Goldberger requested to withdraw from the hearing to go before the Planning Commission. The Board recognized their right to do so and discussion ended.

b) Eric and Margaret Miller Architectural Review Board appeal regarding denial for construction of a detached accessory structure at 616 E. Circle Road

Supervisor Golden provided the Board with an overview of the proceedings on behalf of the City and the Architectural Review Board (ARB). The ARB unanimously voted to deny the applicant's request for accessory structure's building materials in relation to ARB guidelines in December 2025. There is an inconsistency in roofing and siding materials of board and batten on the new build plans and masonry treatments terminating at an outside corner, whereas cedar shake shingle siding and asphalt roofing are used on the existing property structure.

Mr. Apfelbach representing the ARB, explained that the applicant did not come to the ARB meeting to gain approval, but denial, so that he may come before the Board of Appeals. Member Reigle inquired on what guidelines the applicant was provided with following the ARB's denial. Mr. Apfelbach explained that the ARB offered the applicant solutions to two of the three issues. He believes the ARB worked with the applicant to modify to the best of their ability considering guidelines' constraints.

Member Reigle confirmed that the cedar shake siding was the basis for denial. He believes the City guidelines are not specific enough to differentiate this situation involving structures on the same property.

Mr. Golden expressed that the ARB's purpose is to provide guidance and single lots with a secondary structure must retain a consistent architecture to the primary residence.

Mr. Miller commented on the discussion of neighboring properties and feels their addition will enhance the area. He believes the ARB does not appreciate the nature of the lot, its unique characteristics, or the vision he wishes to achieve. He cited the wording of "match" and "consistent" used at the ARB discussion are different by definition and allow reasonable disconnect. He concluded that the decision of the ARB may have followed guidelines, but their reasoning for denial was not accurately reflected in the decision-making process.

Member Reigle inquired whether the applicant believes the guidelines for a detached storage structure was followed in his proposed plans and if it is considered compatible with the neighborhood. Mr. Miller believes his structure will focus on bringing back a natural area to enhance the neighborhood.

Mr. Apfelbach explained the difference between batten board and cedar shake siding styles for the members, reiterating the ARB offered compromises to the applicant to adhere to guidelines.

MOTION:	Motion to close the public portion of the hearing
MOVER:	Board Member Stephen Helfer
SECONDER:	Board Member Scott Reigle
AYES:	Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Allison Korger, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

With the public portion of the hearing closed, the Board began its discussion. Members Korger, Larson, and Reigle expressed the ARB's lack of guideline consistency, use of poor terminology, and absence of the decision in detail in writing lead to their error in denial. Member Helfer cited the fact of the applicant being provided with several suggested updates to obtain approval and lack of hardship to adhere to the guidelines. Chair Wawrzyn stated that the ARB exercised their role in judgment, and unfortunately, the audio proved use of inconsistent wording in reference to guidelines opening up this case to possible error.

MOTION:	Motion to grant the variance
MOVER:	Board Member Scott Reigle
SECONDER:	Board Member Allison Korger
AYES:	Board Member Ramona Larson, Board Member Allison Korger, Board Member Scott Reigle
NAYS:	Vice Chair James Wawrzyn, Board Member Stephen Helfer
RESULT:	Approved by Roll Call Vote

4) Adjourn

MOTION:	Motion to adjourn at 7:58 p.m.
MOVER:	Board Member Scott Reigle
SECONDER:	Board Member Ramona Larson
AYES:	Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Allison Korger, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Janet Meyer, Deputy Clerk

DRAFT

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Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Wednesday, August 12, 2026 - 7:30 PM
Or Immediately Following the
Mequon Municipal Wate Utility Commission Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order

The meeting was called to order by Mayor Nerbun at 7:56 p.m.

2) Pledge of Allegiance

3) Roll Call

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

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

4) Public Hearing(s)

MOTION:	Motion to Open Public Hearing
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

Dan Armbrust of 7146 W. Ridgeview Ct. and Diane Kachelmeier of 10258 N. Baehr Rd. spoke and opposed the development. The opposition is due to preference for the land to remain industrial, and density of lots. Jackie Jansen of 3333 W. Rivera Ct. stated she was in favor of the development.

Tom Jansen of 11631 N. Grace Ct. president of JBJ Corporation and owner of the land stated that his corporation has received no industrial offers to purchase the land and that previous proposals were much denser than the requested approval.

MOTION:	Motion to Close Public Hearing
MOVER:	Alderman Dale Mayr
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

a) **ORDINANCE 2026-1694** - An Ordinance Amending the City's Zoning Map from B-5, R-1, R-2B, C-2 and OA to R-4, PUD and C-2, and Land Use Plan from Industrial, Residential 5-Acre, Residential 1-1.5 Acre and Critical Environmental to Residential 1-Acre and Critical Environmental, for a Residential Neighborhood Consisting of 87 Single-Family Lots on 107 Acres upon the Property Located South of 10303 Baehr Road and North and West of 10007 Baehr Road

As the Council began their discussion, the City Attorney referenced an email received from Dan Abendroth that was submitted to staff over the weekend which noted his opposition to the development.

Those Aldermen who were opposed shared their various views on the matter, including feeling that this is the wrong use for this land, and referenced the recently conducted City Survey which shows residents being more in favor of the larger, less dense lot sizes, and that the current proposal does not match with those results.

Additional discussion included reference to potentially approving this land being developed as residential if the SW corner of Mequon is developed as industrial. Concern was expressed about the limited industrial land that Mequon has available. Others felt that the larger lot sizes in neighboring areas are what make Mequon unique, giving it more of a rural feel.

Those Aldermen in favor of the proposal shared their various perspectives and referenced the minutes from the Committee of the Whole meeting on March 9th, 2026, where 6/9 Aldermen had indicated their possible approval of a development with the density as presented.

MOTION:	Motion to Deny Ordinance - 2026-1694
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Gregg Bach
NAYS:	Mayor Nerbun, Alderman Jeffrey Hansher, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
RESULT:	Failed

MOTION:	Motion to Approve Ordinance - 2026-1694

MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Dale Mayr
AYES:	Mayor Nerbun, Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Gregg Bach
NAYS:	Alderman Jeffrey Hansher, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
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

a) Architectural Board meeting minutes of June 8, 2026

b) Common Council meeting minutes of July 14, 2026

c) Festivals Committee meeting minutes of May 19, 2026 and June 22, 2026

d) Finance-Personal Committee meeting minutes of June 9, 2026

e) Parks and Open Space Board meeting minutes of April 22, 2026 and May 20, 2026

f) Planning Commission meeting minutes of June 22, 2026

g) Public Works Committee meeting minutes of April 14, 2026

h) Sewer Utility District Commission meeting minutes of April 14, 2026 and May 12, 2026

i) Tree Board meeting minutes of April 16, 2026

j) **RESOLUTION 4301** - A Resolution Approving a Certified Survey Map for the Property Located at 8925 W. Mequon Road and Accepting the Dedication of 5,069 Square Feet of Public Right-of-Way Along North Swan Road

k) **RESOLUTION 4302** - A Resolution Approving a Development Agreement with P2 Development Company, LLC, for Foxtown Townhomes II, a 58-Unit Row House Apartment Development Upon the Properties Located at 11000-11040 North Buntrock Avenue and 10971-11019 North Weston Drive

MOTION:	Motion to Approve Consent Agenda
MOVER:	Alderman Brian Parrish
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

8) Ordinances: None

9) Resolutions

a) **RESOLUTION 4303 -** A Resolution Approving the Reallocation of $182,500 in Funding Received through the American Rescue Plan Act

MOTION:	Motion to Approve Resolution 4303
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman Dale Mayr
AYES:	Alderman Robert Strzelczyk, Alderman Kelly Tolocko, Alderman Dale Mayr, Alderman Jeffrey Hansher, Alderman Gregg Bach, Alderman Brian Parrish, Alderman Peter Bratt, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Roll Call Vote

b) **RESOLUTION 4304** - A Resolution Approving Award of a Contract for the Installation of Municipal Wi-Fi, Security Cameras, and Keyless Entry Systems at the Rotary Park and River Barn Park Pavilions to Advanced Technical, LLC of New

Berlin, Wisconsin in the Amount of $147,544

MOTION:	Motion to Approve Resolution 4304
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 Roll Call Vote

c) **RESOLUTION 4305** - A Resolution Amending City of Mequon Financial Policy Statement 3: Reserve Requirements and Establishing Policy Statement 20: Sewer Utility Reserve Requirements

MOTION:	Motion to Approve Resolution 4305
MOVER:	Alderman William Gebhardt
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

10) Specified Unfinished Business from Prior Meetings

11) Specified New Business

12) Potential Closed Session

MOTION:	Motion to Open Closed Session

MOVER:	Alderman Jeffrey Hansher
SECONDER:	Alderman Gregg Bach
AYES:	Mayor Nerbun, 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

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

13) Adjourn

MOTION:	Motion to Adjourn at 9:28 p.m.
MOVER:	Alderman Dale Mayr
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

Respectfully Submitted,
Aubrey Suppiger, Deputy Clerk

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

www.cityofmequonwi.gov
Office of the City Administrator

FESTIVALS COMMITTEE
Regular Meeting
Wednesday, July 15, 2026 - 6:30 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair White at 6:40 p.m.

Present: Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Johnson, Member Liljegren, Member Wirth
Not present: Member Nerbun, Member McHenry

2) Approval of Meeting Minutes

a) Meeting minutes of May 19 and June 22, 2026

MOTION:	Motion to approve the minutes.
MOVER:	Chair White
SECONDER:	Member Liljegren
AYES:	Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Johnson, Member Liljegren, Member Wirth
NAYS:	None
RESULT:	Passed

3) Committee Chair Update

Chair White had contacted the high school athletic director to learn more about past 5K runs and the number of volunteers needed. She found out that the last run that had been planned required up to 100 volunteers. With everyone having a shortage of volunteers for events this year, Chair White recommended waiting until 2027 to try and plan a walk/run to incorporate into Taste of Mequon next year. When the Color Run had been planned and ended at Taste of Mequon, it brought a larger group of people to the festival earlier in the day to eat lunch.

MT Trails had reached out to Chair White to coordinate an effort for a family walk/run that they are planning for October 18, 2026, from 3 p.m. to 5 p.m. Several committee members expressed interest in assisting in some way with that event which will kick off the new section of trail, called the Highland Road Bike Spur. This new trail will connect Rotary Park to the Ozaukee Interurban Trail (OIT) and is scheduled to be complete this Fall.

Chair White announced that a new Festivals Committee Member, Denise Long, was appointed on July 14.

4) Action Items

a) Updates on Entertainment and Children's Activities for Taste of Mequon: confirm times to create agreements and approve any additional budget for new activities

Member Wirth provided a list of the scheduled activities arranged for Taste of Mequon. The Committee clarified the timeframe that should be communicated to the entertainers: set up and ready by noon until 6:00 p.m. An estimate was provided for a climbing / rock wall service as about $1500 for the full day.

MOTION:	Motion to secure the climbing wall feature for Taste of Mequon
MOVER:	Member Hohn
SECONDER:	Vice Chair Conaty
AYES:	Chair White, Vice Chair Conaty, Member Hohn, Member Johnson, Member Liljegren, Member Wirth
NAYS:	Member Benson
RESULT:	Passed

Chair White will confirm with Elite Sports Club to obtain the space needs and electrical requirements for their inflatables that will be provided and staffed by Elite for the day. The will be recognized as sponsors for that activity.

b) Taste of Mequon Updates: Volunteers, Sponsors, Vendors: MTCF (sponsor plus tent), As the Paw Turns, Tobin Jewelers, MT Trails, Hidden Glen Designs (new), BE Martial Arts, Let's Celebrate, Restore Spine & Wellness, Winkie's Gifts, Cousin's Maine Lobster (new), Sendik's Food Tent, Strolling Donuts, Fusion Cafe, Kha Sushi Land, La Empenada, Laura's Gourmet Popcorn (new), Musa Ice Cream Truck (new), MT Lions (drinks)

The Committee discussed the need to clarify or restructure the levels and guidelines for sponsorships. It can be confusing when a non-food vendor wants to have a booth but is asked to provide entertainment as opposed to a sponsor that pays for a portion of the event or a specific stage or entertainer. A sub-committee of members can meet after this year's Taste of Mequon to review the current booth fees, sponsorship levels, and non-food vendor requirements. It was also suggested that businesses providing volunteers should be aware that they cannot solicit business at the event.

The list of sponsors and vendors included in the agenda were all approved. Some additional vendors should be contacted to provide a variety of food options (such as BBQ, pizza and coffee vendors). Vendors should be reminded to bring their own weights in case there is wind and that they may be moved from an initially assigned space if they do not provide accurate equipment/food truck measurements.

c) Walk/Run Event for Fall 2026

This topic was addressed as part of the Chair Update.

5) Discussion Items

a) Review of City of Mequon's Code of Ordinances Related to Boards, Committees, and Commissions

The reminder to supply feedback on this topic will be sent out to the Committee Members and any comments can be provided to the Staff Liaison by September 30.

6) Next Meeting Date and Time

The next meeting date was selected as Tuesday, August 4, at 6:30 p.m.

7) Adjourn

MOTION:	Motion to adjourn at 7:49 p.m.
MOVER:	Chair White
SECONDER:	Member Wirth
AYES:	Chair White, Vice Chair Conaty, Member Benson, Member Hohn, Member Johnson, Member Liljegren, Member Wirth
RESULT:	Passed

Respectfully Submitted,
Beth Kong, Executive Assistant - Communications

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

www.cityofmequonwi.gov
Office of the City Administrator

FESTIVALS COMMITTEE
Regular Meeting
Tuesday, August 4, 2026 - 6:30 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

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

Present: Chair White, Member Benson, Member Johnson, Member Long, Member Nerbun, Member Wirth
Not Present: Vice Chair Conaty, Member Hohn, Alternate Member Liljegren, Member McHenry
Also present: Executive Assistant - Communications Beth Kong

2) Approval of Meeting Minutes

a) Meeting minutes of July 15, 2026

MOTION:	Chair White made a motion to approve the minutes.
MOVER:	Member Nerbun
SECONDER:	Member Johnson
AYES:	Chair White, Member Benson, Member Johnson, Member Long, Member Nerbun, Member Wirth
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) Committee Chair Update

Chair White welcomed new Member Denise Long to the Committee. She then addressed the proposal for a booth space from Quintessa Aesthetic Spa that was received on August 4 and asked for feedback from the Committee if their proposal would be an acceptable according to the guidelines as a NonFood Vendor for Taste of Mequon. The Committee agreed that they can apply according to the booth activities they cited, but the Committee would be reviewing the overall guidelines for sponsors and vendors for next year and future events to clarify what should be allowed going forward to ensure the event doesn't have a "trade show booth" feel with vendors handing out samples and free giveaways.

Chair White then shared an update from the MT Trails event contact regarding the family walk/run that they are planning for October. The Committee can share some food and activity ideas with the MT Trails to help them plan, and several Committee members are interested in being a part of their planning for that event.

4) Action Items

a) Finalize Promotional Materials and Budget: Quantity of Signs, Sizes, and Locations for Distribution.

The Committee reviewed the current inventory of signs (vinyl signs and yard signs) and determined that we can sticker over the date/times for the big banners for this year. Two new Sponsor signs (48 in x 36 in) will need to be ordered for the main stage and children's stage to recognize those major sponsors. New yard signs will be ordered that say "Taste of Mequon This Saturday" with basic information. A budget was set for the yard signs. Once they're ready, various Committee members will need to pick them up and distribute to the willing businesses and residents that can post the signs in the yard or on the property to promote the event that week. Chair White will review past locations and assign Members to locations to post.

Sandwich boards displaying the Event Schedule (incorporating a QR code) will need to be created for the existing A-frames used in the past.

MOTION:	Chair White made a motion to approve a budget of $345 for new yard signs.
MOVER:	Chair White
SECONDER:	Member Nerbun
AYES:	Chair White, Member Benson, Member Johnson, Member Long, Member Nerbun, Member Wirth
NAYS:	None
RESULT:	Approved by Voice Acclamation

An ad for $75 will also be created and sent to the News Graphic to be included in the "Celebrate Mequon" issue that will be out on September 8.

MOTION:	Motion to approve $75 for an ad in the September Celebrate Mequon issue of the News Graphic.
MOVER:	Chair White

SECONDER:	Member Nerbun
AYES:	Chair White, Member Benson, Member Johnson, Member Long, Member Nerbun, Member Wirth
NAYS:	None
RESULT:	Approved by Voice Acclamation

b) Review Any New Sponsors or Vendors and Current Budget: MT Chamber, Fiddleheads Coffee, Sunrise Acai, Smoked 225 BBQ, Musa Ice Cream, On the Block Burgers, Cricket Chinese Academy,

All new applicants were approved. It is suggested that when finalizing information with the vendors that Food Trucks be informed that they must load in first, they must provide accurate dimensions of their entire rig, include if they have/use a generator, which side they serve food from their vehicle, ensure they have any necessary extension cords, and be on time or risk not being able to participate. It's important to have the food trucks set in place before the booths and tents start setting up. All tents should be reminded to bring weights for their booths in case of wind. Vendors will need to confirm if they need a handicap space so we can allocate only the necessary number in the Library lot and use more of that space for activities that day (especially the DNR Fishmobile).

Elite will supply the inflatables and four volunteers to staff them. Instead of the three separate inflatables, the Committee requested the 90-foot long obstacle course as it works well for keeping the children moving through the area. It was suggested that some racks be available for shoe storage while the children are in the obstacle course. It was also recommended that additional tents (from Elite) and picnic tables (from the City) be placed in the children's area for parents/families to use while the children are using that space.

Member Wirth has a quote for a Rock Climbing Wall, and the Committee wanted to secure the option that would allow up to four climbers versus only three climbers to use the equipment. The unit is staffed by their own personnel.

c) Committee Member Assignments and Timelines: Volunteers, Vendor Maps, Sign Distribution, Supplies

Member Johnson will not be able to assist for the entire day, but will be on site early in the day with two additional volunteers. Member Johnson was also able to log into the Mequon Festivals Facebook page and shared the Taste of Mequon event that was created on the City of Mequon page. Members Nerbun and Johnson will work to generate more social media for Taste of Mequon in the weeks leading up to the event.

5) Discussion Items

A budget for photography was not set, but the Committee requests some estimates for those services. Member Long has a contact that does very professional drone images that would also be good for future promotions (as well as estimating the number of attendees).

6) Next Meeting Date and Time

The next meeting date was selected to be August 31, 2026, at 6:30 p.m.

7) Adjourn

MOTION:	Motion to adjourn at 7:48 p.m.
MOVER:	Chair White
SECONDER:	Member Benson
AYES:	Chair White, Member Benson, Member Johnson, Member Long, Member Nerbun, Member Wirth
NAYS:	None
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Beth Kong, Executive Assistant - Communications

11333 N. Cedarburg Road
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www.cityofmequonwi.gov
Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Regular Meeting
Tuesday, July 14, 2026 - 5:15 PM
North Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 5:16 p.m.

Present: Mayor Nerbun, Alderman Strzelczyk, Alderman Gebhardt, Alderman Parrish

Also present: City Administrator William Jones, Assistant City Administrator Jessica Wolff, Finance Director Brenda Arnett, Assistant Finance Director Marie Keyser, and City Clerk Caroline Fochs.

2) Approval of Meeting Minutes

a) Meeting minutes of June 9, 2026

MOTION:	A Motion to Approve the Meeting Minutes of June 9, 2026
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

3) License Applications

a) July 2026 License Applications

MOTION:	A Motion to Approve the July 2026 License Applications
MOVER:	Alderman William Gebhardt

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

4) Vouchers Paid

a) June 2026 Vouchers Paid List

It was requested to move a Common Council charge to the City Administrator budget.

MOTION:	A Motion to Approve the Vouchers Paid
MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Brian Parrish
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

5) Resolutions

a) **RESOLUTION 4299** - A Resolution Authorizing the Payment of Interest on Prior Inter-Fund Advances in the Estimated Amount of $351,014, and the Transfer of $700,000 from the City's General Fund to the Capital Fund

MOTION:	A Motion to Approve Resolution 4299
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Alderman William Gebhardt
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

b) **RESOLUTION 4300** - A Resolution Adopting Proposed Amendments to City Financial Policy Statement 9: Debt Management, and City Financial Policy Statement 10: Accounting, Auditing, & Financial Reporting

MOTION:	A Motion to Approve Resolution 4300
MOVER:	Alderman William Gebhardt
SECONDER:	Alderman Robert Strzelczyk
AYES:	Alderman Robert Strzelczyk, Alderman Brian Parrish, Alderman William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation

6) Informational Items

a) 2027 Budget Development

Administrator Jones shared the 2027 Budget calendar with the Committee members.

7) Discussion Items

a) Finance-Personnel Work Plan

8) Adjourn

A motion to adjourn was made at 5:45 p.m. by Alderman Strzelczyk, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

MEQUON WATER UTILITY

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

www.cityofmequonwi.gov

Department of Water Utility
Taped and Televised

Mequon Municipal Water Utility Commission
Regular Meeting
Tuesday, March 10, 2026 - 7:15 PM
Or Immediately Following the Committee of the Whole Meeting
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 8:06 p.m.

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

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

2) Approval of Meeting Minutes

a) Meeting minutes of November 4, 2025

MOTION:	Approval of November 4, 2025 Minutes
MOVER:	Commissioner Jeffrey Hansher
SECONDER:	Commissioner Peter Bratt

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

3) Discussion and Possible Action

a) Authorizing the Contract Award to Replace Three Hydrants and One Valve to Willkomm Excavating of Union Grove, Wisconsin in the amount of $71,700

Director of Operations – Water Utility Voigt reviewed the proposal to replace three hydrants and one valve and outlined the bid results. Board members asked about projected construction timing and any anticipated service disruptions; staff noted the work would be scheduled to minimize impacts and that residents would be notified in advance. The committee approved awarding the contract to Willkomm Excavating.

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

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

Director of Operations – Water Utility Voigt presented the recommended awards for implementation of the replacement SCADA system and associated project management services. Board members asked about anticipated integration with existing infrastructure and the projected implementation timeline; staff confirmed compatibility and outlined a phased installation approach. Staff also reviewed Task Order No. 2 under the existing contract with

MSA Professional Services, Inc. for project management services. The board approved the contract with Integrated Process Solutions, Inc. and Task Order No. 2 with MSA Professional Services, Inc.

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

c) Authorization of Two Exemption Requests from the Village of Thiensville for the Requirement to Extend the Water Main Along the Property Lines at 240 Crescent Lane and 609 - 610 Oakwood Drive (Alberta Subdivision)

Director of Operations – Water Utility Voigt presented two exemption requests from the Village of Thiensville. Staff reviewed the circumstances prompting the requests and noted that the Village sought exemptions due to site conditions and the limited benefit of extending the mains at this time. Board members asked about long-term service implications and potential future infrastructure needs; staff confirmed that granting the exemptions would not affect system reliability. The board approved the two exemption requests.

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

4) Adjourn

Motion to adjourn at 8:27 p.m.

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

Respectfully Submitted,
Kaitlynn Honeck
DPW Administrative Assistant

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

www.cityofmequonwi.gov
Public Works Department

PUBLIC WORKS COMMITTEE
Regular Meeting
Tuesday, May 12, 2026 - 6:30 PM
South Conference Room

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Hansher at 6:30 p.m.

Present:
Chair Jeffrey Hansher
Alderman Peter Bratt
Alderman Kelly Tolocko

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

2) Election of Chair

Chair Jeffrey Hansher was nominated and accepted the position of Chair of the Public Works Committee.

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

3) Approval of Meeting Minutes

a) Meeting minutes of April 14, 2026

MOTION:	Approval of April 14, 2026 Minutes
MOVER:	Alderman Kelly Tolocko
SECONDER:	Alderman Peter Bratt
AYES:	Chair Jeffrey Hansher, Alderman Peter Bratt, Alderman Kelly Tolocko
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

4) Resolutions

a) **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

Director of Public Works/City Engineer Lundeen discussed establishing a permanent electronics drop-off site at the DPW facility in partnership with COM2 Recycling Solutions. Staff explained that the enclosure will allow year-round access, accepted items will be free for residents, and security cameras will monitor the area.

MOTION:	Approval of Resolution 4290
MOVER:	Alderman Peter Bratt
SECONDER:	Alderman Kelly Tolocko
AYES:	Chair Jeffrey Hansher, Alderman Peter Bratt, Alderman Kelly Tolocko
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

5) Discussion Items

a) 2026 Work Plan

6) Adjourn

Motion to adjourn at 6:43 p.m.

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

Respectfully Submitted,
Kaitlynn Honeck
DPW Administrative Assistant

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

www.cityofmequonwi.gov

Sewer Utility District Commission
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION
Regular Meeting
Tuesday, June 9, 2026 - 7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 7:30 p.m.

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

Also present: City Administrator William Jones, City Attorney Brian Sajdak, City Clerk Caroline Fochs, Director of Public Works/City Engineer Kristen Lundeen

2) Approval of Meeting Minutes

a) Meeting minutes of May 12, 2026

MOTION:	Approval of May 12, 2026 Minutes
MOVER:	Commissioner Dale Mayr
SECONDER:	Commissioner Jeffrey Hansher
AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner

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

3) Resolutions

a) **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

MOTION:	Approval of Resolution 4297
MOVER:	Commissioner Robert Strzelczyk
SECONDER:	Commissioner Jeffrey Hansher
AYES:	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
NAYS:	None
RESULT:	Approved by Voice Acclamation [Unanimous]

4) Adjourn

Motion to adjourn at 7:31 p.m.

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

Respectfully Submitted,

Kaitlynn Honeck
DPW Administrative Assistant

11333 N. Cedarburg Road
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Fax: 262/242-9655

www.cityofmequonwi.gov **Buildings and Grounds**

TO:	**Common Council**
FROM:	**Justin Bodoh, Building and Grounds Superintendent**
DATE:	**September 8, 2026**
SUBJECT:	**RESOLUTION 4306 - A Resolution Approving the Following Items: A) Ratification of the Purchase and Installation of a Replacement Boiler at the Public Safety Building from J.F. Ahern Co., Waukesha, Wisconsin in the Amount of $72,817; and B) The Expenditure of $5,000 in Associated Equipment Purchases and Building Repairs**

Background

The City of Mequon Public Safety Building is served by a two-boiler heating system. The boiler system must operate year-round to maintain sufficient water temperatures to prevent existing piping and mechanical joints from cooling, contracting, and leaking. When boiler temperatures fall significantly, water leaks occur above occupied areas containing electrical infrastructure, computers, workstations, communications equipment, fire/life-safety systems, ceiling finishes, and other critical building infrastructure.

Only one of the boilers is connected to the facility's emergency generator. Boiler 1 was installed in 2008 and is not connected to the generator. Boiler 2 was installed in 2004 and is connected to the generator. Both boilers are beyond their expected useful service life, which is typically between 10-20 years.

Due to recent operational failures of both units, the City Administrator authorized the emergency replacement of Boiler 2. Accordingly, this resolution ratifies the costs for repairs that exceed the allocated operational budget, the purchase and installation of the replacement unit and additional costs associated with this emergency replacement.

Analysis

Boiler 2 recently experienced significant operational failures, including hard light-offs, intermittent shutdowns, and a combustion chamber leak that allowed carbon monoxide into the building. Due to the immediate safety concern, Boiler 2 was taken offline. Since Boiler 2 has been unavailable, the building has experienced piping temperature drops and resulting water leakage, including two incidents within approximately one week. These events damaged ceiling tiles and created a significant risk to electrical, technology, communications, and public-safety infrastructure.

During the last few weeks, Buildings Division staff and the City's HVAC preventative maintenance contractor, J.F. Ahern Co., have devoted substantial time to responding to HVAC and boiler issues at the Public Safety Building. More recent conditions have required frequent monitoring, emergency service calls, system resets, leak response, and after-hours attention to maintain safe building operations.

A repair option for Boiler 2 was evaluated, and repair costs were estimated to be in excess of $30,000, with no guarantee that the unit would remain operable long-term. The repair would also not provide any additional longevity to the unit, and thus still require replacement.

Due to the unreliable power to the operable unit, frequent failures resulting in pipe leaks and damage to building occupant areas and risk of additional failure, staff authorized J.F. Ahern to proceed with the replacement of Boiler 2. The replacement of Boiler 2 provided the City with a new boiler, factory startup, manufacturer warranties, improved reliability, and an anticipated useful life of approximately 15 to 20 years with proper maintenance. The replacement boiler includes a five-year burner warranty and a ten-year thermal shock warranty. Subsequently, the boiler was installed and placed into operation on August 26.

Additional work associated with the boiler failures and resulting water damage includes installation of carbon monoxide monitoring equipment, replacement of damaged ceiling tiles, drywall repairs, and finish painting. Buildings Division staff will complete applicable restoration work in-house where practical.

Longer-term, staff and Ahern recommend evaluating and replacing deteriorated fittings and piping throughout the Public Safety Building. The extent of future piping investment should be considered together with the anticipated remaining useful life of the facility as a part of the City's long-range capital improvement plan.

Fiscal Impact

The attached resolution also authorizes expenditures for carbon monoxide detectors, ceiling tile replacement, drywall replacement, and finish painting, as illustrated below. Buildings Division staff will complete restoration work in-house where practical.

The Boiler 2 replacement and all associated emergency capital work, including the installation of carbon monoxide detectors, replacement of ceiling tiles, drywall repairs, and finish painting, will be funded from the City-Wide Building Repairs capital account.

Replacement/Purchase	**Amount**	**Capital Account**
Boiler 2 Replacement	$72,817	410796-730016-12015
Carbon Monoxide Detectors	$500	410796-730016-12015
Ceiling Tiles	$3,000	410796-730016-12015

Drywall / Finish Painting	$1,500	410796-730016-12015

As noted, adequate funds remain available within the City-wide Building Repairs Capital Account to fully cover the cost of these expenses.

Recommendation

A recommendation is forthcoming from the Public Works Committee on September 8, 2026.

Attachments:
Safety Building Boiler Signed

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4306

RESOLUTION 4306 - A Resolution Approving the Following Items: A) Ratification of the Purchase and Installation of a Replacement Boiler at the Public Safety Building from J.F. Ahern Co., Waukesha, Wisconsin in the Amount of $72,817; and B) The Expenditure of $5,000 in Associated Equipment Purchases and Building Repairs

RECITALS

A. The boiler at the Public Safety Building required immediate replacement after failure of one of the units and operational impacts on infrastructure and building users.

B. The replacement is critical to the daily operation of the building and time was of the essence, creating an emergency situation that did not allow for approval prior to the authorization of the expenditure.

C. The City-wide Building Repairs Capital Account has sufficient funds for the boiler replacement and previously authorized or planned expenditures.

D. The Public Works Committee recommended approval on September 8, 2026.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the following costs are ratified or authorized, paid from the accounts listed below:

Boiler 2 Replacement	$72,817.00	410796-730016-12015
Carbon Monoxide Detectors	$500.00	410796-730016-12015
Ceiling Tiles	$3,000.00	410796-730016-12015
Drywall / Finish Painting	$1,500.00	410796-730016-12015

____
Approved by: Andrew Nerbun, Mayor

Date Approved: September 8, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 8, 2026.

____

Caroline Fochs, City Clerk

3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580
jfahern.com

August 18, 2026

Work Locations: Mequon Safety Building
11300 Buntrock Avenue
Mequon, WI 53092

Justin Bodoh
City of Mequon
11333 North Cedarburg Road
Mequon, WI 53092

Email: jbodoh@cityofmequonwi.gov

Send Via: EMAIL
Quote #(s): 625954-1

Mechanical System Service Proposal

Dear Justin,

We are pleased to submit our proposal for Mechanical services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the proposed services, per your written approval. If this proposal meets your needs, please sign and send the completed proposal back to csmith@jfahern.com.

The pricing is based on work performed during the normal working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. This agreement does not include applicable sales tax and is valid for a period of thirty (30) days. Once returned to us, we will call to set up an appointment.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Craig Smith
Sales, Service Mechanical II
Email: csmith@jfahern.com
Phone: (414) 336-2439

Enclosure

3201 West Canal Street
Milwaukee, WI 53208
main 414.921.7580
jfahern.com

Mechanical System Service Proposal

Scope of Work/Clarifications:

Included In Our Scope:

1. Provide labor and material to disconnect, remove and dispose of one (1) PK NM-2000 boiler from the Safety Building.
2. Provide labor and material to install one (1) new PK N2000-MFD.
3. Provide labor to connect new boiler to existing gas, electrical, venting, and water piping.
4. Provide temporary boiler startup by JF Ahern.
5. Provide factory startup.

General Scope Clarifications:

1. Scope based on request by Justin Bodoh.
2. JF Ahern will provide a licensed electrician for line voltage modifications.
3. JF Ahern to utilize all existing pumps, valves, piping and venting.
   a- If venting modifications are required, JF Ahern will utilize standard vent pipe as a temporary solution in order to get the boiler operating. A separate T&M job will be required to complete the venting with the proper components for long term use.
4. Additional charges will apply if the current isolation valves do not hold.
5. JF Ahern will refill the system with water and test operation.
6. Customer is responsible for purging any trapped air in the system.
7. Customer to allow clear site access to all work locations including delivery vehicle parking. This includes the most direct path for the boiler delivery as well as elevator use.
8. All work to be performed during normal business hours.
9. If additional repairs/work is identified outside of the scope of this proposal, a new proposal will be made, unless customer authorization for time and material work is given.
10. Customer will have the option to perform all work during premium time hours. This work would be scheduled Monday through Friday, 3:00 p.m. until 11:00 p.m.. Please initial the premium time option below if needed.
11. This proposal is set up as an NTE proposal. Should the work not take the entire amount of time or material considered, the final invoice will be adjusted to reflect the actual time and material used.
12. Pricing note- Additional cost of $5,039

Excluded From Our Proposal:

1. Overtime or work performed outside of normal working hours unless selected below.
2. Painting, patching or sealing of any surfaces new to, or on the existing building structure.
3. Modifications to existing duct work or diffusers.
4. System air balancing.
5. Temporary heating or cooling.
6. Controls or BAS integration.

Tariff Price Escalation

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

Total for All Services:			**Initial** KBL **$67,778.00**
Additional Cost for Premium Work Hours:			**Initial** KBL **$5,039.00**
Authorizing Contact		Customer Authorized Representative Signature	
Name:	Craig Smith	Print Name:	Justin Bodoh Kristen Lundeen
Title:	Sales, Service Mechanical II	Signature:	Kristen B Lundeen
Date:	8/18/2026	Date:	8/20/26
Quote #:	625954-1	PO #:	TBD

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

Mechanical Notes and Clarifications

General Work Orders

SCOPE OF WORK:

- Customer has requested Ahern to perform the above work as detailed in the attached quotation. All work shall be in accordance with terms and conditions contained herein;

PRICING:

- This quotation is valid for 30 days from the date of the quotation

- MATERIAL PRICE INCREASES: The price and schedule set forth in this quotation or bid document for the Scope of Work of Ahern ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

  If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties.

CLARIFICATIONS:

- Existing electrical disconnects are to be reused.

- Existing thermostat will remain in place and be reused.

- Controls programming / BAS integration or modification is not included.

- Temporary heating or cooling is not included.

- Balancing of existing ductwork or diffusers is not included.

- Insulation work is to be provided by others

- State and local permits or plan approvals are not included.

- Customer is responsible for all necessary inspections with the authority having jusridiction.

- Materials: Necessary materials are included unless specified otherwise.

- If additional repairs are identified outside of the scope of this quotation, a subsequent quotation will be provided.

- Warranty of 1 year is included. Manufacturer's warranty applies on Ahern provided equipment.

- Customer is responsible for providing notice to commercial tenants or private residents in which services will be performed. Non-public areas shall be unoccupied. If occupied, customer will escort Ahern's technician for the duration of the services being performed and such escort shall remain with the technician continually during the provision of the services. If tenant or resident spaces are occupied and an escort is not available and present, Ahern's service will be rescheduled and the customer will incur a fee.,

Revised: 09/21/2022 *In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.*

GENERAL TERMS AND CONDITIONS OF SALE

1. **ENTIRE CONTRACT** The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. **PROPOSALS AND CONTRACT** Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. **PRICES** In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records supplied by Purchaser. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. **PAYMENT** All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. **DELAYS** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. **EXCAVATION** When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. **SITE FACILITIES** Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. **STRUCTURE AND SITE CONDITIONS** While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, writing, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. **CODE COMPLIANCE** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. **REPORTS** When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

11. **ALARM MONITORING SERVICES** Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. **EXCLUSIVE LIMITED WARRANTY** Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear

and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Seller, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written notice, ("Notice of Dispute"). Within fifteen (15) days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen (15) days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Contract , shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. TERMINATION AND DEFAULT Seller may terminate this Contract upon thirty (30) days written notice for convenience. All amounts owed to Seller for Work completed prior to the termination date shall be paid by Purchaser within ten (10) days of termination. In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Purchaser acknowledges that Purchaser is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, PFAS, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 12/15/2025

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:	**September 8, 2026**
SUBJECT:	**RESOLUTION 4307 - A Resolution Approving the Receipt of Donations from the Mequon Thiensville Community Foundation for the Purchase of a Police K9 Squad and Associated Equipment in the Amount of $67,065**

Background

The Mequon Thiensville Community Foundation (MTCF) is a nonprofit organization located in Mequon that provides grants to support the City's various institutions, facilities, and services. The Foundation maintains dedicated funds specifically designated by donors to support the Mequon Police Department's K9 Program. Currently, the Foundation has dedicated funds for a replacement squad car and associated necessary equipment for departmental K9 Yukon in the amount of $67,065. These funds will provide the Police Department with the necessary funding to purchase a replacement Ford Interceptor (2027) vehicle, and associated necessary equipment to outfit the squad.

Analysis

The proposed donation would cover all expenses associated with the purchase of the K9 vehicle and associated equipment. The City will incur no cost for the purchase of the vehicle or equipment.

The purchase of a new K9 squad will replace the Department's existing 2018 Ford Interceptor, which is approaching 100,000 miles, has accumulated a high number of operating hours, and is showing significant signs of wear. Based on the Department's established vehicle replacement guidelines, the vehicle is an appropriate candidate for replacement.

Replacing the K9 squad vehicle and associated equipment is necessary to ensure the Police Department maintains a dependable, safe, and operationally capable fleet that can meet the demands of law enforcement duties throughout the City of Mequon.

The availability of the Foundation's dedicated funds allows the Department to replace the aging vehicle and equipment without relying on general City funds, while ensuring the K9 Program has a reliable vehicle to support its operational needs.

Fiscal Impact
As indicated in the attached documents, the cost of the replacement vehicle is $44,738, while the cost of associated equipment to specially outfit the new vehicle for use a a K9 unit amounts to $22,326.47. As further indicated, all monies required for the purchase of this equipment are being provided for by MTCF, and any proceeds realized from sale of the surplus vehicle at auction will be deposited back into the Department's Equipment Replacement Fund.

Recommendation
A recommendation is forthcoming from the Public Safety Committee on September 8, 2026.

Attachments:
Mequon PD '27 Ford PIU V6 - K9, Mequon - 2027 Ford Interceptor Utility K9, 2026.08.31_Grant Letter__K9 Vehicle_City of Mequon Police Dept

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4307

RESOLUTION 4307 - A Resolution Approving the Receipt of Donations from the Mequon Thiensville Community Foundation for the Purchase of a Police K9 Squad and Associated Equipment in the Amount of $67,065

RECITALS

A. The City of Mequon Police Department provides 24-hour police services 365 days per year.

B. The Mequon-Thiensville Community Foundation, a non-profit organization located in Mequon that provides grants to the City's various institutions, facilities and services has offered to sponsor the purchase of a K9 squad (2027 Ford Interceptor) vehicle and associated necessary equipment for $67,065.

C. The total value of this gift will exceed $5,000, and therefore requires approval by the Common Council.

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

1. The Mequon Police Department is authorized and directed to accept the donation for the purchase of a K9 squad vehicle and associated equipment from the Mequon-Thiensville Community Foundation.

2. Staff is further authorized to purchase the K9 squad and associated equipment in accordance with applicable procedures as outlined in the City of Mequon's Purchasing Policy.

____
Approved by: Andrew Nerbun, Mayor

Date Approved: September 8, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 8, 2026.

____
Caroline Fochs, City Clerk

Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Vehicle: [Fleet] 2027 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

		MSRP
Base Price		$49,050.00
Dest Charge		$1,795.00
Total Options		$620.00
	Subtotal	**$51,465.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($6,727.00)
	Subtotal Discount	**($6,727.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$44,738.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$44,738.00**

Comments:

2027 Ford Interceptor Utility to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Dealer Signature / Date

Customer Signature / Date

Data Version: 28680. Data Updated: Jun 8, 2026 1:47:00 AM UTC.

Code 3 Communications

Quote

N4190 Maple Dr

Iron Ridge, WI 53035

Phone: (920) 248-6878

INVOICE #	DATE
	8/20/2026

BILL TO	CUSTOMER ID	Due Date
	11	30 days

Mequon Police Department
11300 N Buntrock AVE
Mequon, WI 53092
262-242-3500
Attn: Lindsay Graycarek

2027 Ford Interceptor Utility K9

PRICES ONLY GUARANTEED FOR 30 DAYS FROM DATE ON QUOTE

ITEM NUMBER	DESCRIPTION	Qty	UNIT PRICE	AMOUNT
	DECOMMISSION OLD SQUAD	1	$350.00	$350.00
	SETUP NEW SQUAD WITH ALL EXISITING EQUIPMENT	1	$3,800.00	$3,400.00
	MAIN WIRE HARNESS	1	$305.00	$305.00
	100 AMP CIRCUIT BREAKER	1	$50.04	$50.04
	FUSE BLOCK	1	$56.58	$56.58
	61" SL Runners	2	$383.33	$766.66
	Sl Runner Brackets	2	$49.10	$98.20
	Speakers	2	$263.48	$526.96
	K9 Light	1	$127.78	$127.78
	Handheld Controller	1	$168.96	$168.96
	500 Series Vehicle Harness	1	$184.80	$184.80
	Speaker Bracket	1	$71.81	$71.81
	500 Series Siren	1	$901.30	$901.30
	RGB Controller	1	$263.48	$263.48
	Remote Node	3	$217.33	$651.99
	Remote Node Harness	3	$53.33	$159.99
	BluePrint Sync Module	1	$293.57	$293.57
	Cradlepoint Antenna	1	$342.00	$342.00
	Rear Arrow System	1	$1,594.56	$1,594.56

	Setina Push Bumper	1	$975.72	$975.72
	Setina Fender Wraps	1	$369.34	$369.34
	Undercover LED	2	$96.63	$193.26
	Replacement Collars	2	$4.22	$8.44
	4" mPower Red/Amber - Blue Amber	5	$142.04	$710.20
	Black Bezel for 4" mPower	2	$13.20	$26.40
	Dome Light	1	$70.75	$70.75
	Radar Mount	1	$117.00	$117.00
	Intersector Under Mirror Light	2	$216.48	$432.96
K9-F28-1-B	Havis K9 Insert	1	$4,447.50	$4,447.50
	Havis Cargo Deck		$1,815.83	$1,815.83
7170-0734-01	Gamber Johnson Console	1	$737.37	$737.37
	Gamber Johnson Pedastal System	1	$723.04	$723.04
	Interior Front Bar	1	$939.92	$939.32
	Window Shroud for 4x2 Light	2	$17.96	$35.92
	4x2 mPower - Side Rear Window	2	$204.87	$409.74
	Shipping - To be calculated at time of order			

Thank you for your business!

SUBTOTAL	$22,326.47
TAX RATE	0.000
TAX	-
TOTAL	**$22,326.47**

If you have any questions about this invoice, please contact

Nate Dorn - 920-248-6878 - code3pv@gmail.com

MEQUON THIENSVILLE
COMMUNITY FOUNDATION

Chief Mark Riley
City of Mequon Police Department
c/o Melina Bowen
11300 N. Buntrock Avenue
Mequon, WI 53092

August 31, 2026

Dear Chief Riley,

The Mequon-Thiensville Community Foundation has received your request for $67,064.47 for a police vehicle outfitted for the K9 program. This request includes $44,738.00 for the vehicle and $22,326.47 for the necessary equipment and installation, including the emergency lights, siren, push bumper, kennel, and other equipment needed to outfit the vehicle.

We are willing to fund this request and have the funds available in the city of Mequon Police Department K9 restricted fund. As of July 31, 2026, there is $119,677.14 in this fund, of which $67,064.47 can be used for this request.

Most sincerely,

Lori Lorenz

Lori H Lorenz
President, Mequon-Thiensville Community Foundation Inc.

PO Box 52
Mequon, WI
53092
info@mtcfgives.org
262-238-3803

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:	**September 8, 2026**
SUBJECT:	**RESOLUTION 4308 -A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle and Three (3) Ford Police Interceptor Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Code 3 Communications, Iron Ridge, Wisconsin, for a Total Not-to-Exceed Cost of $235,582**

Background

The Mequon Police Department has implemented a safety plan that includes a structured schedule for the replacement of its vehicles. This plan ensures that the fleet remains reliable and operationally effective, minimizing the risk of vehicle failures during critical emergency situations. For several years, the Department has adhered to a policy of replacing vehicles that meet one or more of the following criteria:

1. Approaching or exceeding 100,000 miles,
2. Accumulating an engine high hour usage count, or
3. Exhibiting significant signs of wear and tear because of their use in emergency services.

In alignment with this safety plan, the Department is proposing to replace four (4) of its current vehicles. The vehicles to be replaced include one (1) 2024 Dodge Durango, one (1) 2023 Ford Interceptor Utility and two (2) 2024 Ford Interceptor vehicle which are approaching or have passed the 100,000-mile threshold, have a high engine hour count and are showing signs of significant wear, making them candidates for replacement under the Department's established guidelines. These replacements are necessary to ensure that the Department continues to operate a fleet that is dependable, safe, and capable of meeting the demands of law enforcement duties in the City of Mequon.

Analysis

The four (4) vehicles currently serve as patrol vehicles used for routine patrol and are approaching or have exceeded 100,000 miles. It is anticipated that all four (4) vehicles will exceed this mileage by the time their replacements are operational. Furthermore, the hour count on these vehicles is significantly higher than the mileage alone and thus suggests replacement, due to the necessary idle time previously required to power essential equipment such as radios, computers and cameras, which all rely on the vehicles' electrical system.

The proposed action is to purchase one (1) 2027 Dodge Durango and three (3) 2027 Ford Interceptor vehicles as patrol squads, along with associated equipment. Five (5) new laptop computers have already been purchased separately and are not included in the cost of the vehicle upfitting. Any equipment that can be transferred from the old squads to the new squads will be reused.

Upon receipt of the new vehicles, the Police Department will collaborate with the City's Fleet Division to determine whether the decommissioned vehicles should be transferred to the Department of Public Works, integrated into the broader City fleet, or auctioned for re-sale.

The Police Department has obtained a bid from Ewald Automotive Group, the dealership awarded the State of Wisconsin bid. This purchase adheres to the City's financial policies, utilizing a cooperative purchasing arrangement such as the State bid list or Wisconsin VendorNet. Ewald Automotive has been a longstanding supplier of squads to the City, with other dealerships indicating they cannot match the state bid pricing.

Historically, Ewald has delivered vehicles to the Mequon Police Department within approximately 180 days from the order date. Ewald is currently accepting orders for 2027 Dodge Durangos and 2027 Ford Interceptor vehicles. They also offer an efficient invoice process, streamlining vehicle acquisition for the Department.

Ewald has agreed to a price of $175,809 for the 2027 Dodge Durango and the three (3) 2027 Ford Interceptor vehicles, based on the specified requirements.

Fiscal Impact

The replacement of the four (4) squads totals $175,809. The purchase and installation of all associated equipment by Code 3 Communications of West Bend is estimated to cost $51,976, bringing the total project cost to $227,785. Sufficient Capital funds have been budgeted for this procurement.

Given the potential delay in vehicle/equipment delivery and the additional wear on the current vehicles, staff recommend approving a not-to-exceed amount of $235,582. This includes a 15% contingency for any additional services that may be required from Code 3 Communications due to unforeseen issues related to prolonged use of existing equipment, or parts that may become necessary during the transition when the new squads arrive.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on September 08, 2026.

Attachments:

Mequon PD '27 Durango V6, Mequon - 2027 Dodge Durango Changeover, Mequon PD '27 Ford PIU V6, Mequon - 2027 Ford Interceptor Utility Changeover

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION - 4308

RESOLUTION 4308 - A Resolution Authorizing the Acquisition of One (1) Dodge Durango Sport Utility Vehicle and Three (3) Ford Police Interceptor Utility Vehicles from Ewald Automotive Group, Hartford, Wisconsin, and the Procurement and Installation of Related Equipment from Code 3 Communications, Iron Ridge, Wisconsin, for a Total Not-to-Exceed Cost of $235,582

RECITALS

A. The City of Mequon Police Department provides 24-hour police services 365 days per year, and has a plan for scheduled replacement of police vehicles.

B. Consistent with that replacement schedule, staff requested quotes on the purchase of four (4) sport utility vehicles, specifically one (1) 2027 model-year Dodge Durango sport utility vehicle and three (3) 2027 Ford Police Interceptor Utility vehicles, and researched the associated equipment and installation costs.

C. Ewald Automotive Group used the State of Wisconsin procurement process for the replacement of four (4) vehicles, and Code 3 Communications of West Bend will provide the equipment and installation.

D. Staff recommends the purchase of the four (4) vehicles and the associated equipment from funds set aside each year for this purpose.

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

1. Staff is hereby directed to enter into a purchase agreement to replace four existing police squads with Ewald Automotive Group; and to purchase and install the associated equipment with Code 3 Communications in a total amount not-to-exceed $235,582, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. Funds for this purchase will be from the Police Vehicle Replacement Account.

____

Approved by: Andrew Nerbun, Mayor

Date Approved: September 8, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 8, 2026.

____

Caroline Fochs, City Clerk

Ewald Automotive Group
Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Vehicle: [Fleet] 2026 Dodge Durango (WDEE75) Pursuit AWD (Complete)

Quote Worksheet

		MSRP
Base Price		$44,879.00
Dest Charge		$1,995.00
Total Options		$1,550.00
	Subtotal	**$48,424.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($6,829.00)
	Subtotal Discount	**($6,829.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$41,595.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$41,595.00**

Comments:

2027 Dodge Durango Pursuit V6 to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Dealer Signature / Date

Customer Signature / Date

Code 3 Communications

Quote

N4190 Maple Dr

Iron Ridge, WI 53035

Phone: (920) 248-6878

INVOICE #	DATE
	8/20/2026

BILL TO	CUSTOMER ID	Due Date
	11	**30 days**

Mequon Police Department
11300 N Buntrock AVE
Mequon, WI 53092
262-242-3500
Attn: Lindsay Graycarek

2027 Dodge Durango

ITEM NUMBER	DESCRIPTION	Qty	UNIT PRICE	AMOUNT
	DECOMMISSION OLD SQUAD	1	$350.00	$350.00
	SETUP NEW SQUAD WITH ALL EXISITING EQUIPMENT	1	$3,400.00	$3,400.00
	MAIN WIRE HARNESS	1	$305.00	$305.00
	100 AMP CIRCUIT BREAKER	1	$50.04	$50.04
	FUSE BLOCK	1	$56.58	$56.58
	Sl Runner Brackets	2	$49.10	$98.20
	Speakers	2	$263.48	$526.96
	Prisoner Light	1	$127.78	$127.78
	Handheld Controller	1	$168.96	$168.96
	500 Series Vehicle Harness	1	$221.76	$221.76
	Speaker Bracket	1	$71.81	$71.81
	500 Series Siren	1	$901.30	$901.30
	RGB Controller	1	$263.48	$263.48
	Remote Node	2	$217.00	$434.00
	Remote Node Harness	2	$53.33	$106.66
	BluePrint Sync Module	1	$293.57	$293.57
	Cradlepoint Antenna	1	$342.00	$342.00
	Radar Mount	1	$223.25	$223.25

	Shipping			$95.00
Thank you for your business!			SUBTOTAL	$8,036.35
			TAX RATE	0.000
			TAX	-
			TOTAL	**$8,036.35**

If you have any questions about this invoice, please contact

Nate Dorn - 920-248-6878 - code3pv@gmail.com

Ewald Automotive Group
Chrissy Gensch | 262-673-9400 | cgensch@ewaldauto.com

Vehicle: [Fleet] 2027 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

		MSRP
Base Price		$49,050.00
Dest Charge		$1,795.00
Total Options		$620.00
	Subtotal	**$51,465.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($6,727.00)
	Subtotal Discount	**($6,727.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$44,738.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$44,738.00**

Comments:

2027 Ford Interceptor Utility to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Dealer Signature / Date

Customer Signature / Date

Code 3 Communications

Quote

N4190 Maple Dr

Iron Ridge, WI 53035

Phone: (920) 248-6878

INVOICE #	DATE
	8/20/2026

BILL TO	CUSTOMER ID	Due Date
	11	30 days

Mequon Police Department
11300 N Buntrock AVE
Mequon, WI 53092
262-242-3500
Attn: Lindsay Graycarek

2027 Ford Interceptor Utility

PRICES ONLY GUARANTEED FOR 30 DAYS FROM DATE ON QUOTE

ITEM NUMBER	DESCRIPTION	Qty	UNIT PRICE	AMOUNT
	DECOMMISSION OLD SQUAD	1	$350.00	$350.00
	SETUP NEW SQUAD WITH ALL EXISITING EQUIPMENT	1	$3,200.00	$3,400.00
	MAIN WIRE HARNESS	1	$305.00	$305.00
	100 AMP CIRCUIT BREAKER	1	$50.04	$50.04
	FUSE BLOCK	1	$56.58	$56.58
	61" SL Runners	2	$383.33	$766.66
	Sl Runner Brackets	2	$49.10	$98.20
	Speakers	2	$263.48	$526.96
	Prisoner Light	1	$127.78	$127.78
	Handheld Controller	1	$168.96	$168.96
	500 Series Vehicle Harness	1	$221.76	$221.76
	Speaker Bracket	1	$71.81	$71.81
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	Remote Node	2	$217.00	$434.00
	Remote Node Harness	2	$53.33	$106.66
	BluePrint Sync Module	1	$293.57	$293.57
	Cradlepoint Antenna	1	$342.00	$342.00
	Setina EZ Lift Cargo Deck	1	$1,298.59	$1,298.59

	Setina Push Bumper	1	$975.72	$975.72
	Setina Fender Wraps	1	$369.34	$369.34
	Undercover LED	2	$96.63	$193.26
	Replacement Collars	2	$4.22	$8.44
	4" mPower Red/Amber - Blue Amber	4	$142.04	$568.16
	Black Bezel for 4" mPower	2	$13.20	$26.40
	Dome Light	1	$70.75	$70.75
	Radar Mount	1	$117.00	$117.00
	Interior Front Bar	1	$939.92	$939.32
	Exterior Arrow System	1	$1,594.56	$1,594.56
	Shipping - To be calculated at time of order			

Thank you for your business!

SUBTOTAL	$14,646.30
TAX RATE	0.000
TAX	-
TOTAL	**$14,646.30**

If you have any questions about this invoice, please contact

Nate Dorn - 920-248-6878 - code3pv@gmail.com

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

www.cityofmequonwi.gov **City Attorney**

TO:	**Common Council**
FROM:	**Brian Sajdak, City Attorney**
DATE:	**September 8, 2026**
SUBJECT:	**Closed Session for City Administrator Performance Review Update**

Background

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. This section allows for the use of a closed session to discuss performance reviews for City employees and officers such as the City Administrator.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data for the City Administrator.

Attachments:
None