



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, February 8, 2022

6:00 PM

North Conference Room

Agenda

1) Call to Order, Roll Call

2) Approve Meeting Minutes

Action requested: review and approve

a. January 11, 2022 Finance-Personnel Meeting Minutes

3) License applications

Action requested: review and approve

a. February licenses

4) Vouchers for payment

Action requested: review and approve

a. January 2022 Voucher Approval List

5) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3914** A Resolution Ratifying the City of Mequon's COVID-19 Emergency Medical Leave Policy Between January 1 - March 31, 2022

b. **RESOLUTION 3915** A Resolution Authorizing Execution of a Contract for Network Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,866

c. **RESOLUTION 3916** A Resolution Authorizing a Town Center TID No. 3 Incentive with P2 Development, in Connection with Construction of a Planned Unit Development Located at 11040 and 11110 North Buntrock Avenue

d. **RESOLUTION 3917** A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Allowing for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development

6) Information Items

a. 2021 YTD Investment Report as of 12/31/2021

b. RFP PW TIDs Streetscape

c. Finance & Personnel Work Plan

7) Adjourn

Dated: February 8, 2022

/s/ John Wirth, Chair

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

Persons with disabilities requiring 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 Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, January 11, 2022

6:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Alderman Jeffrey Hansher
Alderman Glenn Bushee
Alderman Robert Strzelczyk
Mayor John Wirth

Also present: William Jones, City Administrator, Jennifer Engroff, Finance Director and Marie Keyser, Assistant to the Finance Director.

2) Approve Meeting Minutes

a. December 14, 2021 Finance-Personnel Meeting Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

3) Vouchers for payment

a. December 2021 Voucher Approval List

Alderman Bushee asked if there was a report that did not encompass so many pages of vouchers, only the more "substantial" amounts. Finance Director Engroff stated she understood and will look into it.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee, Strzelczyk

4) Information Items

a. Finance & Personnel Work Plan

5) Adjourn

A motion to adjourn was made at 6:33 PM by Alderman Hansher, seconded by Alderman Strzelczyk. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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Office of City Clerk

TO: Finance-Personnel Committee
FROM: Caroline Fochs, City Clerk
DATE: February 3, 2022
SUBJECT: February, 2022 Licenses

Following are recommended approvals:

Original Secondhand Jewelry Dealer License - February 9, 2022 - December 31, 2022

*Contingent on passing all inspections/background checks.

North Shore Jewelers
1340 W. Mequon Rd.
Owner: Marina Korsunskiy

Following are recommended denials:

None.

City of Mequon
 11333 N. Cedarburg Rd.
 Mequon, WI 53092
 Phone 262-242-3100
 Fax 262-242-9655

THE FOLLOWING VOUCHERS PAYABLE:

GENERAL FUND	797,254.55
SPECIAL REVENUE FUND	26.10
PARKS & OPEN SPACE	0.00
REVOLVING LOAN FUND	1,200.00
SPECIAL FEDERAL GRANT FUND	0.00
DEBT SERVICE FUND	400.00
DEBT SERVICE TIF 2 FUND	0.00
DEBT SERVICE TIF 3 FUND	0.00
CAPITAL PROJECT FUND	52,250.50
SEWER UT FUND	67,847.83
WATER UT FUND	177,515.24
TAX FIDUCIARY FUND	42,046.80
TOTAL	<u>1,138,541.02</u>

IN THE AMOUNT OF \$ 1,138,541.02 IS HEREBY CERTIFIED AS CORRECT
 AND PROPERLY CHARGEABLE TO ACCOUNTS WITH FUNDS AVAILABLE THEREIN.

2/3/2022

WILLIAM JONES
 CITY ADMINISTRATOR

Attachment: 10363 (7028 : January 2022 Voucher Approval List)

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Object
			Grand Total	\$1,138,541.02			
Library Services Grant	11133	THIENSVILLE, VILLAGE OF	LIBRARY SUPPORT 1ST QTR	265,250.00	01/14/2022	110471	683801
General Fund - General Activit	11809	M3 INSURANCE SOLUTIONS	1/122-1/1/23 INSC DOWN PYMT	203,421.00	01/10/2022	110000	224301
Water UT Operations	10755	CITY OF MILWAUKEE	PURCHASED WATER DECEMBER	51,292.32	01/28/2022	620679	602001
TIF 3	12936	C SPIELVOGEL & SONS EXCAVATING INC	DEMO 11236-11242 N CEDARBURG RD	37,850.00	01/10/2022	410803	710316
Water UT Operations	10206	CITY WATER LLC	I43 WATER MAIN RELOCATIONS (#3	22,738.00	01/28/2022	620679	741004
Fleet Services	12609	QUALITY STATE OIL CO INC	QTY 8,499 FUEL	21,433.02	01/21/2022	110355	680402
Police	12938	COMPLEX SECURITY SOLUTIONS INC	PD CAMERA SYSTEM	20,999.98	01/14/2022	110235	680401
Fleet Services	10501	HERBST OIL INC	QTY 7,500 FUEL	20,815.50	01/21/2022	110355	680402
Sewer UT Operations	11217	VISU-SEWER INC	SAN REHAB (#3804-21)	20,422.15	01/28/2022	610669	740001
Water UT Operations	12943	BMSL MEQUON INVEST LLC	ORIOLE LN WATER MAIN	19,358.00	01/14/2022	620679	741007
Police	12944	FLOCK GROUP INC	TRAFFIC CAMERAS	16,500.00	01/21/2022	110235	683201
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	PURCHASED WATER-DEC	15,982.33	01/21/2022	620679	602001
Communications	10075	AT&T GLOBAL	911 MAINTENANCE CONTRACT	15,568.21	01/14/2022	110237	683202
Sewer UT Operations	12297	GLOBE CONTRACTORS, INC.	REPLACE LS Q FM (#3583-21)	13,560.42	01/21/2022	610669	740003
Water UT Operations	11547	MID CITY PLUMBING & HEATING, INC	PUBLIC SERVICE LATERAL REPLACEMENT	12,653.60	01/14/2022	620679	675002
Sewer General activities	90007	MISC REFUNDS	EXCROW DEPOSIT REIMB 12135 W SUNSET RD	11,581.25	01/28/2022	610000	229129
Finance	10407	ARTHUR J GALLAGHER & CO (CANADA) LTD	CYBER POLICY	10,986.00	01/14/2022	110118	683401
Water UT Operations	10994	ROZGA PLUMBING & HEATING CORP	PUBLIC SERVICE LATERAL REPLACEMENT				
			CARRIAGE CT	9,912.00	01/14/2022	620679	675002
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	OTG - Block of Time 70 hours	9,800.00	01/21/2022	110117	683201
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	9,622.89	01/21/2022	620679	662001
Police	12183	LEXIPOL LLC	LAW ENFORCEMENT POLICIES	8,491.78	01/10/2022	110235	683201
Elections	10854	OZAUKEE COUNTY CLERK	ICE MACHINE ANNUAL LICENSE,				
			MAINTENANCE	6,834.56	01/21/2022	110113	683202
Elections	10182	CDW GOVERNMENT INC	8 APPLE IPADPRO 11 WIFI 128 SL 3RD	6,246.72	01/14/2022	110113	680101
Sewer UT Operations	12225	PRIMADATA	POSTAGE	6,000.00	01/21/2022	610669	680505
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140160400600	5,879.80	01/10/2022	810000	103105
Highway	10624	LANGE ENTERPRISES OF WISCONSIN INC	SIGNS NEEDED	5,499.67	01/10/2022	110359	680322
Police	10417	GENERAL COMMUNICATIONS INC	RADIO MAINENANCE CONTRACT	5,340.00	01/21/2022	110235	683202
Highway	10428	GILLITZER ELEC CO LTD, FRANK	MALFUNCTIONING LIGHTPOLES ON PORT W				
			RD/FIX REPL	5,327.50	01/28/2022	110359	686550
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	5,325.00	01/21/2022	620679	928001
Highway	12530	KIMCO USA, INC.	SALT CONVEYOR BELT	5,253.48	01/21/2022	110359	680320
General Fund - General Activit	90007	MISC REFUNDS	HAUL BOND FILL PMT RETURNED	5,000.00	01/10/2022	110000	229229
Sewer UT Operations	10241	CRANE ENGINEERING SALES INC	LIFT STATION K REPLACE IMPELLER WASHER	4,830.65	01/21/2022	610669	695105
Common Council	12941	SBRAND SOLUTIONS	DEPT LEVEL SURVEY QUESTIONS MEETING				
			KICKOFF	4,700.00	01/10/2022	110101	683101
Elections	12392	AMERICAN BUSINESS TECHNOLOGIES, INC	8921 POLLING CHANGES POSTCARDS	4,549.71	01/10/2022	110113	680101
Fire / EMS	11832	IMAGE TREND INC	ANNUAL FEE	4,521.17	01/21/2022	110236	683201
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	OTG - PC Softwares, Security,	4,427.00	01/28/2022	110117	683201
Police	12563	CELLEBRITE INC	MOBILE PHONE FORENSICS	4,300.00	01/10/2022	110235	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150570705000	4,243.84	01/14/2022	810000	103105
Sewer UT Operations	10204	CINTAS	FIRE EXTINSUIGHER REPLACE & IN PLOW				
			TRUCKS	4,224.25	01/10/2022	610669	683202
Water UT Operations	12225	PRIMADATA	POSTAGE	4,000.00	01/21/2022	620679	903002
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	FIRE GLOVES	3,870.20	01/21/2022	110236	675101
Fleet Services	10475	HALRON LUBRICANTS INC	BULK GREASE & OIL =	3,776.00	01/10/2022	110355	680402
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	OTG - PC Softwares, Security,	3,772.00	01/28/2022	110117	683202
Police	12938	COMPLEX SECURITY SOLUTIONS INC	PD CAMERA SYSTEM	3,704.88	01/14/2022	110235	680401
Fire / EMS	12316	H&S STELDT, INC.	TRANSMISSION REPAIR	3,520.00	01/28/2022	110236	686550
Building Maintenance	12909	M&M OFFICE INTERIORS INC	FURNITURE SUPPLIES-FD	3,212.20	01/10/2022	110326	686502
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140181000800	3,171.06	01/10/2022	810000	103105
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	3,106.64	01/14/2022	110000	224130
Public Safety Vehicles	12940	BRANDON BOETTCHER	REPAIR TO LIGHT BAR ON FIRE TRUCK	2,950.00	01/21/2022	410786	725010
City Clerk	10780	MUNICIPAL CODE CORP	SUPPLEMENT 49 FEES	2,932.54	01/21/2022	110112	683201
Fire / EMS	11280	GOODYEAR COMMERICAL TIRE	WHEELS	2,876.38	01/21/2022	110236	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151070406000	2,871.98	01/14/2022	810000	103105
Water UT Operations	11195	USIC LOCATING SERVICES INC	LOCATING-DEC	2,812.18	01/28/2022	620679	662003
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	2,715.66	01/21/2022	620679	664001
Human Resources	11830	ORGANIZATION DEVELOPMENT CONSULTANTS INC	Pre-employment Psychological Assessment	2,700.00	01/14/2022	110120	683201
Highway	10204	CINTAS	FIRE EXTINSUIGHER REPLACE & IN PLOW				
			TRUCKS	2,662.50	01/10/2022	110359	680320
City Administrator	12663	MIDWEST LEADERSHIP INSTITUTE	SPRING 2022 SEMINAR	2,499.00	01/14/2022	110111	683501
Fire / EMS	12969	BFLY OPERATIONS INC	BUTTERFLY IQ+ (LIGHTNING)	2,444.00	01/28/2022	110236	680401
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING AT SAFETY BUILDING PE	2,398.00	01/21/2022	110326	683201
Fire / EMS	11172	UNDERWATER CONNECTION, THE	HYDROS PRO & REGULATOR	2,377.45	01/21/2022	110236	680401
Highway	10428	GILLITZER ELEC CO LTD, FRANK	REPAIR OF DOWNED LIGHT POLE	2,320.60	01/21/2022	110359	686550
Legal Counsel	12939	AXLEY BRYNELSON LLP	LEGAL SERVICES 10/14-10/29/21	2,304.00	01/10/2022	110124	683311
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	2,243.37	01/21/2022	620679	920001
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151490110000	2,219.20	01/28/2022	810000	103105
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	2,200.00	01/21/2022	620679	660001
Swimming Pool	11859	DILLETT MECHANICAL SERVICES, INC	REPAIR BOILERS #2 #3 & #5	2,166.00	01/21/2022	110472	686550
General Fund - General Activit	10707	MEQUON POLICE ASSOCIATION	UNION DUES 1/7/2022	2,160.00	01/10/2022	110000	224160
Fleet Services	10360	JFTCO, INC	REPLACE EXHAUST VALVE 336	2,128.73	01/14/2022	110355	686550
TIF 3	12526	MICHAEL BEST & FRIEDRICH LLP	FOXTOWN DEVELOPMENT	2,023.00	01/14/2022	410803	710318
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS				
			SERVICES DECEMBER	2,000.00	01/21/2022	620679	670001
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	WATER MAIN/SERVICE LATERAL REPAIR PARTS				
				1,901.00	01/14/2022	620679	673002
Fleet Services	10475	HALRON LUBRICANTS INC	BULK OIL	1,862.01	01/10/2022	110355	680402
Fleet Services	11280	GOODYEAR COMMERICAL TIRE	PLOW TRUCK TIRES	1,792.01	01/28/2022	110355	680301
Fleet Services	11280	GOODYEAR COMMERICAL TIRE	PLOW TRUCK TIRES	1,787.01	01/28/2022	110355	680301
Building Maintenance	11859	DILLETT MECHANICAL SERVICES, INC	PREVENTATIVE MAINENANCE HVAC-DEC	1,764.00	01/28/2022	110326	683201
TIF 2	10323	EHLERS & ASSOCIATES INC	JRB MEETING & PREP FOR TID #2 #3 #4 #5	1,750.00	01/21/2022	410802	710217
TIF 3	10323	EHLERS & ASSOCIATES INC	JRB MEETING & PREP FOR TID #2 #3 #4 #5	1,750.00	01/21/2022	410803	710317
TIF 4	10323	EHLERS & ASSOCIATES INC	JRB MEETING & PREP FOR TID #2 #3 #4 #5	1,750.00	01/21/2022	410804	710417
TIF 5	10323	EHLERS & ASSOCIATES INC	JRB MEETING & PREP FOR TID #2 #3 #4 #5	1,750.00	01/21/2022	410805	710517
Sewer UT Operations	11062	RASMITH, INC	ETS MONITORING (#3780-21)	1,710.85	01/10/2022	610669	740001

Fleet Services	11280	GOODYEAR COMMERICAL TIRE	QTY 12 TIRES FOR SQUAD CARS	1,673.12	01/21/2022	110355	680301
Sewer UT Operations	10341	ENERGENECS INC	MISC. COMPUTER, SCADA, STATION	1,652.58	01/10/2022	610669	695105
Highway	10647	LINCOLN CONTRACTORS SUPPLY INC	MILWAUKEE CORDLESS TOOLS	1,615.17	01/21/2022	110359	680401
Engineering	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	1,603.00	01/21/2022	110358	683102
Information Services	12616	MIDWEST FIBER NETWORKS LLC	Annual Maint Fee	1,600.65	01/28/2022	110117	683202
City Administrator	12651	AMAZON CAPITAL SERVICES, INC	3 DIGITAL BODY CAMERAS & SUPPLIES	1,555.63	01/28/2022	110111	683702
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	1,534.96	01/21/2022	620679	902001
Police	10204	CINTAS	FIRE EXTINSUIGHER INSP / PD FLEET	1,515.51	01/10/2022	110235	686550
Community Development	11978	SCOTT J. PINZER	CODE ENFORCEMENT OFFICER 2021	1,512.00	01/10/2022	110578	683201
Elections	10639	SCHOESSOW, CARY A.	8 A FRAMES FOR ELECTION	1,504.00	01/10/2022	110113	680101
Water UT Operations	11016	SCHMITZ READY-MIX INC	MAIN REPAIR SLURRY 1720 BRADFORD CT	1,390.50	01/14/2022	620679	673002
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141110009000	1,381.68	01/21/2022	810000	103105
Highway	10647	LINCOLN CONTRACTORS SUPPLY INC	CONCRETE SUPPLIES	1,368.16	01/14/2022	110359	680321
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	1,357.83	01/21/2022	620679	677001
Human Resources	11830	ORGANIZATION DEVELOPMENT CONSULTANTS INC	Pre-employment Psychological ASSESSMENT	1,300.00	01/14/2022	110120	683201
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	FIRE TOOLS & MOUNT	1,254.99	01/21/2022	110236	680401
General Fund - General Activit	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 1/7/22	1,240.09	01/10/2022	110000	224150
General Fund - General Activit	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT # 5956557 7532298 7844747 7657807 1/21/22	1,240.09	01/21/2022	110000	224150
City Clerk	12532	GRANICUS, LLC	JANUARY SUBSCRIPTION	1,228.50	01/28/2022	110112	683201
Information Services	12629	TELECOM FITNESS INC	Tellcom Fitness - Billing Support 1/1/22-12/31/22	1,200.00	01/14/2022	110117	683202
Revolving Loan CD Grant	10856	OZAUKEE COUNTY ECONOMIC DEVEL	RLF ADMIN ASSISTANCE FOR APPLICANTS 1/12-12/2/21	1,200.00	01/28/2022	230810	691422
Fire / EMS	10928	CHENOSA SYSTEMS CORPORATION	ANNUAL MAINT & SUPPORT	1,190.84	01/21/2022	110236	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141290109000	1,185.38	01/14/2022	810000	103105
Legal Counsel	12080	WESOLOWSKI REIDENBACH & SAJDAK SC	MUNI COURT RETAINER DECEMBER	1,185.00	01/28/2022	110124	683302
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151610023000	1,179.49	01/21/2022	810000	103105
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12831 N PORT WASHINGTON RD	1,133.00	01/28/2022	110000	229102
TIF 3	12526	MICHAEL BEST & FRIEDRICH LLP	FOXTOWN DEVELOPMENT	1,128.00	01/14/2022	410803	710318
Highway	10625	LANNON STONE PRODUCTS, INC.	AGGREGATE	1,116.98	01/28/2022	110359	680321
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141640006000	1,115.92	01/28/2022	810000	103105
Public Works Other	12644	BRANCH OUT LAND CLEARING LLC	BRUSH SITE CLEARING	1,100.00	01/21/2022	410798	730017
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	MEDICAL EQUIP HURST SERVICE	1,055.00	01/21/2022	110236	683202
Assessor	12392	AMERICAN BUSINESS TECHNOLOGIES, INC	P/P MAILING & PRINTING	1,049.46	01/10/2022	110119	680505
Fleet Services	10753	MILWAUKEE SPRING & ALIGNMENT INC	SPRINGS FOR 402	1,025.24	01/21/2022	110355	680301
Fleet Services	12228	GORDIE BOUCHER VILLAGE FORD	GEAR BOX FOR 950	1,023.91	01/10/2022	110355	680301
Information Services	10555	LEONARD MCCA W	IT ADVOCATE 2021 ANNUAL CONTRACT BONUS	1,000.00	01/10/2022	110117	683201
City Clerk	10894	PITNEY BOWES 371887	POSTAGE LEASE 10/18/21-1/17/22	967.65	01/21/2022	110112	680401
Police	12694	AT&T MOBILITY LLC	CELL PHONE SERVICES	965.52	01/10/2022	110235	680504
Highway	10172	CARLIN SALES CORP	DE-ICING CHEMICALS	930.79	01/28/2022	110359	680320
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151720007000	818.20	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141100022000	799.09	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151550057000	793.14	01/10/2022	810000	103105
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	785.43	01/21/2022	110236	680301
Building Maintenance	12651	AMAZON CAPITAL SERVICES, INC	TCL 55" CLASS R SERIES HDR SMART ROKU TV	759.98	01/21/2022	110326	686502
Fire / EMS	12400	BRAKE & EQUIPMENT CO INC	VEHICLE MAINT 960	753.10	01/21/2022	110236	686550
Water UT Operations	10654	L-R METER TESTING & REPAIR INC	METER TESTING	737.98	01/14/2022	620679	663001
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151550085000	735.97	01/10/2022	810000	103105
Water UT Operations	10654	L-R METER TESTING & REPAIR INC	METER TESTING LABOR & REPORTING	715.00	01/28/2022	620679	663001
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	708.43	01/21/2022	620679	675001
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140790004000	703.42	01/21/2022	810000	103105
General Fund - General Activit	10702	MEQUON FIRE & EMS ASSOCIATION	UNION DUES 1/7/2022	700.00	01/10/2022	110000	224160
Police	11295	WIS DEPT OF JUSTICE 2718	WI DOJ TIME SYSTEM ACCESS	677.25	01/28/2022	110235	683201
Sewer UT Operations	12658	SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION INC	SANITARY SEWER UTILITY GIS SER - THRU DEC 31 2021	665.00	01/28/2022	610669	740004
Building Maintenance	10691	MENARDS	MATERIALS & SUPPLY FOR IT AREA & BLDGS AREA	658.38	01/21/2022	110326	680302
Fire / EMS	10968	RELIANT FIRE APPARATUS INC	PARTS	655.95	01/21/2022	110236	686550
Fleet Services	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	RADIATOR FOR 308	650.61	01/28/2022	110355	680301
Sewer UT Operations	11062	RASMITH, INC	INSPECT #3804	635.00	01/10/2022	610669	740001
Fire / EMS	12635	TELEFLEX LLC	EZ-IO SUPPLIES	607.75	01/21/2022	110236	680301
Police	12863	WISCONSIN LAW ENFORCEMENT ACCREDITATION GROUP INC	WI LAW ENFORCEMENT ACCREDITATION PROGRAM	600.00	01/10/2022	110235	683201
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	600.00	01/21/2022	620679	906001
Water general Activities	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	600.00	01/21/2022	620000	115346
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140790017000	576.51	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140500801005	575.32	01/21/2022	810000	103105
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11421 N PORT WASHINGTON RD	573.00	01/28/2022	110000	229102
Fleet Services	11280	GOODYEAR COMMERICAL TIRE	LAODER TIRE REPAIR	563.43	01/28/2022	110355	686550
Building Maintenance	10144	BRAUN THYSSENKRUPP ELEVATOR	ELEVATOR CONTRACT - JAN	554.82	01/28/2022	110326	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150640814000	544.12	01/28/2022	810000	103105
Sewer UT Operations	11062	RASMITH, INC	INSPECT #3583-21-Q	543.88	01/10/2022	610669	740003
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141250019000	541.09	01/10/2022	810000	103105
Highway	10691	MENARDS	BOARDS, SCREWS, WORK SUPPLIES	536.12	01/10/2022	110359	680321
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150170800600	534.79	01/10/2022	810000	103105
Forestry	10624	LANGE ENTERPRISES OF WISCONSIN INC	SIGNS	531.66	01/10/2022	110363	680351
Highway	10624	LANGE ENTERPRISES OF WISCONSIN INC	SIGNS	531.34	01/10/2022	110359	680322
Fleet Services	10968	RELIANT FIRE APPARATUS INC	DOOR LATCH 964	501.53	01/10/2022	110355	680301
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	FLEX SERVICE KEY	500.00	01/14/2022	620679	675002
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	500.00	01/21/2022	620679	901001
General Fund - General Activit	90002	PARK REFUNDS	MEQUON PARKS DEPOSIT 2021 SEASON	500.00	01/14/2022	110000	229101
Inspections	11978	SCOTT J. PINZER	CODE ENFORCEMENT OFFICER 2021	488.00	01/10/2022	110244	683201
Police	11529	LIVE VIEW GPS, INC	GPS TRACKER	479.40	01/21/2022	110235	683201
Fire / EMS	12336	AIRGAS USA, LLC	OXYGEN	478.93	01/10/2022	110236	680301
Fire / EMS	10417	GENERAL COMMUNICATIONS INC	M&R	478.90	01/10/2022	110236	686550

General Fund - General Activit	10810	NORTH SHORE BANK FSB	DEF COMP 1/7/2022	475.00	01/10/2022	110000	224101
General Fund - General Activit	10810	NORTH SHORE BANK FSB	DEF COMP 1/21/22 P/R	475.00	01/21/2022	110000	224101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140940108000	469.41	01/21/2022	810000	103105
Forestry	11497	LF GEORGE INC	CHIPPER KNIVES	468.47	01/10/2022	110363	680401
Police	11211	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICES	466.44	01/10/2022	110235	680504
Information Services	10182	CDW GOVERNMENT INC	Equipment/small tools CDWG	457.28	01/10/2022	110117	680401
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150060900800	456.55	01/14/2022	810000	103105
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	442.77	01/21/2022	620679	673001
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151540017000	439.46	01/10/2022	810000	103105
Building Maintenance	10428	GILLITZER ELEC CO LTD, FRANK	POWER FOR MENORAH	435.93	01/28/2022	110326	686501
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	SECURITY UPGRADE LOG4J HACK THREAT	432.00	01/10/2022	110117	683201
Fleet Services	10908	POMPS TIRE SERVICE INC	TIRES FOR 960	425.76	01/10/2022	110355	680301
Fire / EMS	10699	MEQUON COPY MASTER	COPY SERVICES	402.89	01/28/2022	110236	680101
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	400.00	01/21/2022	620679	903001
Debt Service Fund	12380	BOND TRUST SERVICES CORP	GEN OBLIGATION PROMISSORY NOTES SERIES 2019A	400.00	01/14/2022	310000	683601
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10595 10627 & 10617 CONEFLOWER CT	385.00	01/28/2022	110000	229102
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141490023000	383.31	01/10/2022	810000	103105
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	381.99	01/28/2022	110235	686550
Fleet Services	11280	GOODYEAR COMMERCIAL TIRE	TIRE REPAIR-LOADER	380.53	01/10/2022	110355	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141000015000	376.74	01/10/2022	810000	103105
Highway	11195	USIC LOCATING SERVICES INC	LOCATES-DEC	372.37	01/28/2022	110359	683201
Water UT Operations	10489	CORE & MAIN	REPL PARTS FOR CT WATER MAIN REPAIR	367.75	01/14/2022	620679	675002
Highway	12651	AMAZON CAPITAL SERVICES, INC	FIRST AID KITS FOR TRUCKS	367.20	01/21/2022	110359	680321
Highway	12652	COMPLETE LAWN AND LANDSCAPE SUPPLIES LLC	SALT FOR CITY HALL PAVERS	359.17	01/28/2022	110359	680320
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	WATER MAIN REPAIR PARTS	356.00	01/14/2022	620679	673002
Highway	12883	PB HAHN & CO INC	RAKES, SHOVELS	353.52	01/10/2022	110359	680321
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	353.44	01/21/2022	110236	680301
Building Maintenance	12311	JOHN A. GUETZKE & ASSOCIATES, INC.	ANNUAL WIRELESS MONITORING FIRE 02/22-01/23	350.00	01/28/2022	110326	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150050900300	346.58	01/10/2022	810000	103105
Human Resources	10292	DIVERSIFIED BENEFIT SERVICES INC	Flexible Spending (FSA) Service DECEMBER	338.49	01/28/2022	110120	683201
City Clerk	10834	OFFICE DEPOT *	LABELS, LAMINATING, POSTITS TAPE, ETC	329.97	01/10/2022	110112	680101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141200227000	323.45	01/14/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150740120000	320.61	01/21/2022	810000	103105
Fleet Services	12390	ADVANCE AUTO PARTS	FRONT END PARTS FOR 950	315.11	01/10/2022	110355	680301
Human Resources	10226	CONCENTRA MEDICAL CENTERS	DOT Random Testing	315.00	01/10/2022	110120	683201
General Fund - General Activit	90007	MISC REFUNDS	PARTIAL REIMB CANCELLED P/C APPLICATION	307.00	01/14/2022	110000	449103
Water UT Operations	10287	DIGGERS HOTLINE INC	LOCATES-DEC	306.24	01/28/2022	620679	923001
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141632142000	305.72	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141200118000	305.56	01/28/2022	810000	103105
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	SAFE SAMPLE TESTING (CONSTRUCT	300.00	01/28/2022	620679	662003
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	300.00	01/21/2022	620679	930001
Highway	10691	MENARDS	WORK SUPPLIES	297.78	01/21/2022	110359	680321
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	ELECTRICAL SUPPLIES FOR 403	296.49	01/21/2022	110355	680301
Information Services	12405	TELECOM ONE, INC	PHONE LINES	296.12	01/14/2022	110117	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141010067000	288.22	01/10/2022	810000	103105
Elections	10182	CDW GOVERNMENT INC	CODI RUGGED CASE F/IPAD PRO 11	282.16	01/21/2022	110113	680101
Sewer UT Operations	10209	CLARK DIETZ INC	STH 57 LATERALS (#1953)	280.00	01/14/2022	610669	695103
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150700030000	279.62	01/10/2022	810000	103105
Highway	11248	WE ENERGIES	SIRENS-SWAN RD	279.53	01/21/2022	110359	686115
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150930103000	278.69	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141010094000	278.45	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141820002000	269.29	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151040102000	268.23	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 1470301600400	267.89	01/14/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151280028000	267.73	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151280107000	264.30	01/14/2022	810000	103105
Fire / EMS	12121	BADGER LAUNDRY MACHINERY, INC.	WASHER REPAIR ST1	263.25	01/21/2022	110236	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151280105000	260.43	01/14/2022	810000	103105
Building Maintenance	12124	PACKERLAND RENT-A-MAT, INC.	MAT CONTRACT-JAN	259.45	01/28/2022	110326	683201
Building Maintenance	12124	PACKERLAND RENT-A-MAT, INC.	MATS	259.45	01/21/2022	110326	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150660002000	257.68	01/14/2022	810000	103105
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	253.00	01/14/2022	610000	224130
Fleet Services	10908	POMPS TIRE SERVICE INC	TIRES FOR SQUAD 23	251.44	01/10/2022	110355	680301
Inspections	11581	STAPLES BUSINESS ADVANTAGE	2021 SUPPLIES FROM STAPLES	250.37	01/10/2022	110244	680101
City Clerk	10780	MUNICIPAL CODE CORP	ADMIN SUPPORT FEE 12/1/21-11/3/22	250.00	01/14/2022	110112	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140730063000	244.14	01/10/2022	810000	103105
City Clerk	10230	CONLEY PUBLISHING GROUP LTD	PUBLIC SERV 11/28/21-1/1/22	243.94	01/21/2022	110112	680502
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND CANTERBURY / 6252 & 6242 FOXTOWN DR	241.00	01/28/2022	110000	229102
Water UT Operations	10489	CORE & MAIN	REPL PARTS FOR CT WATER MAIN REPAIR	240.90	01/14/2022	620679	673002
Sewer UT Operations	10137	BOEHLKE BOTTLED GAS CORP	MISC SUPPLIES-DEHUMIDIFER	239.99	01/21/2022	610669	680301
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11361 FREISTADT	238.00	01/28/2022	110000	229102
Sewer UT Operations	12658	SYMBIONT SCIENCE, ENGINEERING AND CONSTRUCTION INC	SANITARY SEWER UTILITY GIS SER	237.50	01/10/2022	610669	740004
Police	12405	TELECOM ONE, INC	PHONE LINES	236.89	01/14/2022	110235	680504
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	236.14	01/21/2022	620679	633001
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	236.14	01/21/2022	620679	672001
Building Maintenance	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES	235.00	01/10/2022	110326	683201
Sewer UT Operations	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES	235.00	01/10/2022	610669	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140200200500	234.53	01/21/2022	810000	103105
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	226.47	01/21/2022	110236	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	226.30	01/21/2022	110236	680301
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12135 SUNSET RD	224.00	01/28/2022	110000	229102
Fleet Services	10364	FALLS AUTO PARTS AND SUPPLIES INC	BULBS	221.88	01/28/2022	110355	680301
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	EMT BOOKS	220.94	01/14/2022	110236	680301
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141462408000	220.64	01/10/2022	810000	103105
Fleet Services	12390	ADVANCE AUTO PARTS	AUTO AND TRUCK PARTS	219.93	01/10/2022	110355	680301
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	BATTERIES FOR 967	219.50	01/10/2022	110355	680301
Information Services	11701	TYLER TECHNOLOGIES INC	Munis Annual Licensing Contract	211.05	01/28/2022	110117	683202

Fire / EMS	10485	HASTINGS AIR-ENERGY CONTROL IMC	REPLACE START/TEST BUTTON	209.95	01/21/2022	110236	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150600210000	207.84	01/21/2022	810000	103105
Fire / EMS	10968	RELIANT FIRE APPARATUS INC	PARTS	206.92	01/21/2022	110236	686550
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	206.63	01/21/2022	620679	663001
Forestry	12651	AMAZON CAPITAL SERVICES, INC	FORESTRY FIRST AID KITS & ROPE BAG	206.29	01/14/2022	110363	680351
Highway	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES- DEC WATER, FOR, HWY, ENG, SEWER	204.66	01/28/2022	110359	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141660009000	203.45	01/10/2022	810000	103105
Police	11295	WIS DEPT OF JUSTICE 2718	WI DOJ RECORDS CHECKS	203.00	01/21/2022	110235	683201
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	GROVES 5 GAL PAIL STATION CLEANER & SUPPLIES	201.99	01/21/2022	110236	680301
Fire / EMS	11211	VERIZON WIRELESS SERVICES LLC	CELL DATA	200.05	01/21/2022	110236	680504
Police	10765	MID-STATES ORGANIZEC CRIME INFORMATION CENTER	MOCIC 2022 ANNUAL MEMBERSHIP	200.00	01/21/2022	110235	683201
Highway	10368	FASTENAL COMPANY	STREET/SIGNS SUPPLIES	200.00	01/28/2022	110359	680322
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	200.00	01/21/2022	620679	620001
Water general Activities	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	200.00	01/21/2022	620000	115346
General Fund - General Activit	90002	PARK REFUNDS	SOMMER PAV DEPOSIT 12/18 RENTAL	200.00	01/14/2022	110000	229101
General Government Other	12127	DOOR MASTER GARAGE DOOR CO, LLC.	1ST INV FOR FS 1 DOOR REPAIR INS CLM 040521045329	199.50	01/21/2022	410796	730013
Highway	10691	MENARDS	MAILBOX REPAIR SUPPLIES	197.64	01/21/2022	110359	680320
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140140301200	197.13	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140031200300	196.16	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140820428001	194.56	01/14/2022	810000	103105
Fleet Services	10426	GIERACH'S SERVICE INC	TOWING 304 TO LAKESIDE	192.50	01/28/2022	110355	686550
Highway	12883	PB HAHN & CO INC	SHOVELS, RAKES, POST HOLE DIGGERS	189.82	01/21/2022	110359	680321
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	SHOVEL HOLDER	184.36	01/28/2022	110355	680301
Finance	11760	Diamond Business Graphics	BLANK CHECK STOCK 1000	177.57	01/10/2022	110118	680101
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	177.11	01/21/2022	620679	676001
Building Maintenance	10073	AT&T CORP	TELEPHONE SERVICES-CITY HALL-DEC	176.30	01/14/2022	110326	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151000901000	175.48	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150650601000	175.39	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151280109000	175.34	01/28/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151320021000	174.10	01/10/2022	810000	103105
Fleet Services	10582	KAESTNER AUTO ELECTRIC CO	WIRE BOX & WIRE 962	174.00	01/21/2022	110355	680301
Building Maintenance	12883	PB HAHN & CO INC	FS2 SCREEN REPLACEMENT/REPAIRS	170.33	01/14/2022	110326	680303
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	166.65	01/21/2022	110236	680301
Engineering	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	162.15	01/21/2022	110358	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150670219000	160.60	01/14/2022	810000	103105
Fire / EMS	12336	AIRGAS USA, LLC	OXYGEN	159.87	01/21/2022	110236	680301
Forestry	10321	EGELHOFF LAWN MOWER SERVICE INC	CHAIN SHARPENING	159.00	01/10/2022	110363	680351
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140050700500	158.21	01/21/2022	810000	103105
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	157.05	01/21/2022	110236	680301
Police	11137	THOMSON REUTERS - WEST	CLEAR INVESTIGATIVES SERVICES	154.74	01/21/2022	110235	683201
Fleet Services	10582	KAESTNER AUTO ELECTRIC CO	SWITCHES & WIPERS	153.13	01/28/2022	110355	680301
Fleet Services	12866	SCHOESSOW EQUIPMENT SERVICES LLC	PLOW SHOES	152.64	01/10/2022	110355	680301
Information Services	12616	MIDWEST FIBER NETWORKS LLC	MIDWEST FIBER NETWORKS LLC 1/1-1/31/22	150.72	01/28/2022	110117	683202
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	MSA RIGHT SIDE WAIST BELT	150.23	01/21/2022	110236	675101
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	TODD TOOL ALLOWANCE - GRINDER	150.00	01/10/2022	110355	675102
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	TJ TOOL ALLOWANCE-LIGHT	150.00	01/10/2022	110355	675102
Building Maintenance	10137	BOEHLKE BOTTLED GAS CORP	REPLACE FLUSH VALVE-RESTROOM @	148.00	01/10/2022	110326	686502
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150710410000	147.19	01/21/2022	810000	103105
Sewer UT Operations	10691	MENARDS	MISC. PIPING FOR STATIONS	146.79	01/28/2022	610669	680301
Highway	10625	LANNON STONE PRODUCTS, INC.	GRAVEL	145.95	01/10/2022	110359	680321
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	BATTERY FOR SQUAD 5	144.71	01/21/2022	110355	680301
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150051201100	144.34	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150710614000	143.38	01/10/2022	810000	103105
Community Development	11581	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	143.11	01/21/2022	110578	680503
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140610077000	136.86	01/10/2022	810000	103105
Elections	12184	OZAUKEE COUNTY	2021 WARD MAPS Q=9	136.00	01/28/2022	110113	680101
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11025 N WHILTON RD	136.00	01/28/2022	110000	229102
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140740302000	133.22	01/10/2022	810000	103105
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 13324 SILVER FOX DR	133.00	01/28/2022	110000	229102
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150301200100	131.62	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150070900200	130.97	01/10/2022	810000	103105
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	128.63	01/14/2022	110000	224163
Police	11153	TRANS UNION LLC	CREDIT HISTORIES	127.96	01/21/2022	110235	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140090401200	127.71	01/10/2022	810000	103105
Building Maintenance	12883	PB HAHN & CO INC	FS2 SCREEN REPLACEMENT/REPAIRS	125.66	01/14/2022	110326	680302
Elections	10182	CDW GOVERNMENT INC	ZAGG UNIV CASE F/10-12 CHROMEBOOK	125.28	01/14/2022	110113	680101
Human Resources	12651	AMAZON CAPITAL SERVICES, INC	W LABOR LAW POSTER 2022	124.95	01/21/2022	110120	680101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141210002001	124.69	01/10/2022	810000	103105
Inspections	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	124.35	01/21/2022	110244	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141340211000	124.09	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140530504000	122.96	01/10/2022	810000	103105
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10506 IRONWOOD & 12621 MAPLECREST	121.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11523 COUNTRY LN / 923 SHAKER CIR	121.00	01/28/2022	110000	229102
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	SAFE SAMPLE TESTING (CONSTRUCT	120.00	01/28/2022	620679	664003
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 8401 POPLAR & 10333 STANFORD	120.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 6404 ASPEN TREE 3113 FLEUR DE LIS	120.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1615 W ZEDLER LN	120.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 2613 W LAKE ISLE DR	120.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 2208 CHARTER MALL / 3815 FAIRWAY	120.00	01/28/2022	110000	229102
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT & OPERATIONS SERVICES DECEMBER	118.07	01/21/2022	620679	665001
Fleet Services	10364	FALLS AUTO PARTS AND SUPPLIES INC	FUEL FILTERS	116.98	01/28/2022	110355	680301
Fleet Services	12390	ADVANCE AUTO PARTS	BATTERY FOR 407	116.57	01/21/2022	110355	680301
Building Maintenance	10886	PEST ARREST EXTERMINATING	PEST CONTROL CONTRACT-DEC	115.00	01/21/2022	110326	683201
Fleet Services	12390	ADVANCE AUTO PARTS	BATTERY FOR 407	113.17	01/10/2022	110355	680301

Fleet Services	12400	BRAKE & EQUIPMENT CO INC	FLAPS FOR 403	112.58	01/28/2022	110355	680301
Fleet Services	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	FUEL PUMP FOR 308	112.23	01/28/2022	110355	680301
Sewer General activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807				
			1/7/22	111.46	01/10/2022	610000	224150
Water general Activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807				
			1/7/22	111.46	01/10/2022	620000	224150
Sewer General activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT # 5956557 7532298 7844747 7657807				
			1/21/22	111.46	01/21/2022	610000	224150
Water general Activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT # 5956557 7532298 7844747 7657807				
			1/21/22	111.46	01/21/2022	620000	224150
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11851 N RIDGEWAY AVE	111.00	01/28/2022	110000	229102
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	MEDICAL EQUIP SCBAS BLEEDER / VALVE	110.81	01/21/2022	110236	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140121600700	108.87	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150670101000	106.45	01/10/2022	810000	103105
Fleet Services	12390	ADVANCE AUTO PARTS	BRAKE PARTS FOR SQUAD 23	105.27	01/10/2022	110355	680301
Police	12651	AMAZON CAPITAL SERVICES, INC	OFFICE, WORK, &/OR M&R SUPPLIE	105.24	01/10/2022	110235	680101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150920104000	101.80	01/10/2022	810000	103105
Community Development	11864	B & L COPIES & MORE LLC	ZONING SIGNS	100.00	01/10/2022	110578	680101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140140800200	100.00	01/10/2022	810000	103105
Fire / EMS	12628	WILLIAM R EMERY	RECRUITMENT SERVICE	99.00	01/21/2022	110236	683201
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	ACCIDENT POLICY 76038	97.16	01/14/2022	110000	224122
Fleet Services	12542	FPR INVESTMENTS, LLC	HYDRAULIC SUPPLIES	96.20	01/21/2022	110355	680301
Police	11295	WIS DEPT OF JUSTICE 2718	POLICE TRAINING	90.00	01/10/2022	110235	683501
Police	90001	TEMP STAFF REIMB	TRAINING 1/5-1/13/22	90.00	01/21/2022	110235	683501
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140210700400	90.00	01/10/2022	810000	103105
Building Maintenance	10074	AT & T CORP	ALARM CIRCUITS-DEC	89.89	01/14/2022	110326	683201
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140610015000	89.89	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151661143000	85.76	01/21/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140610063000	84.41	01/10/2022	810000	103105
Recycling	10909	PORT-A-JOHN, INC.	BRUSH SITE RESTROOM-JAN 22	84.00	01/28/2022	110368	688120
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	WASHER FLUID	83.52	01/28/2022	110355	680301
Highway	12883	PB HAHN & CO INC	WORK SUPPLIES	80.21	01/10/2022	110359	680321
Inspections	10902	PLUMBING INSPECTORS SOCIETY	PLUMBING INSPECTORS SOCIETY SE	80.00	01/14/2022	110244	680501
Police	12651	AMAZON CAPITAL SERVICES, INC	OFFICE, WORK, &/OR M&R SUPPLIE	79.95	01/14/2022	110235	686550
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150920102000	79.60	01/10/2022	810000	103105
Police	90001	TEMP STAFF REIMB	TRAINING 1/5-1/13/22	79.58	01/21/2022	110235	683501
Police	12665	CWKK CORP	CRIMEDEX SUBSCRIPTION	79.00	01/28/2022	110235	683201
Water UT Operations	12883	PB HAHN & CO INC	VALVE IDENTIFIER STICKS	78.12	01/14/2022	620679	673002
Fire / EMS	10691	MENARDS	WORK SUPPLIES	75.94	01/21/2022	110236	680301
Fleet Services	10582	KAESTNER AUTO ELECTRIC CO	WIRE FOR 959	75.52	01/21/2022	110355	680301
Police	11295	WIS DEPT OF JUSTICE 2718	POLICE TRAINING	75.00	01/10/2022	110235	683501
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	CLAMPS FOR 308	73.28	01/28/2022	110355	680301
Sewer UT Operations	12482	CITY OF MILWAUKEE-DPW	SEWER AGREEMENT 2531/ 9022 W COUNTY				
			LINE RD	73.00	01/28/2022	610669	695108
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150070900400	72.23	01/10/2022	810000	103105
Highway	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	71.85	01/21/2022	110359	680504
Forestry	10647	LINCOLN CONTRACTORS SUPPLY INC	STREET BROOMS FOR TREE CLEAN-U	71.52	01/10/2022	110363	680401
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141010033000	71.04	01/10/2022	810000	103105
Highway	10639	SCHOESSOW, CARY A.	STICKERS FOR SIGNS	70.00	01/10/2022	110359	680322
Sewer UT Operations	10834	OFFICE DEPOT *	OFFICE SUPPLIES-HWY, FLEET, SEWER, ENG	69.38	01/14/2022	610669	680101
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140311600300	69.17	01/14/2022	810000	103105
Building Maintenance	12883	PB HAHN & CO INC	CITY HALL SNOW SUPPLIES	66.58	01/21/2022	110326	680302
Parks	10691	MENARDS	BINS SALT STORAGE CITY HALL & PD	66.53	01/21/2022	110474	680341
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	WATER MAIN/SERVICE LATERAL REPAIR PARTS				
				65.00	01/14/2022	620679	675002
Human Resources	10230	CONLEY PUBLISHING GROUP LTD	ACCT 2518 12/16/21	65.00	01/14/2022	110120	683602
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151140104000	63.92	01/14/2022	810000	103105
Police	12891	CBC PHARMA HOLDCO LLC	K-9 Prescriptions	63.24	01/21/2022	110235	683702
Fire / EMS	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	62.99	01/21/2022	110236	680504
Highway	11006	SAFETYMART	SAFETY SUPPLIES	61.82	01/28/2022	110359	680321
Fleet Services	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	61.42	01/21/2022	110355	680504
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 3200 W HIDDEN LAKE RD	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11751 N SOLAR AVE	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12952 W SHORE LAND DR	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 8121 W HIGHLANDER DR	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11445 ASHBURY WOODS DR	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 5930 W COUNTY LINE RD	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11560 N VEGA AVE	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1534 W COUNTY LINE RD	61.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10820 N CEDARBURG RD	61.00	01/28/2022	110000	229102
Sewer General activities	10810	NORTH SHORE BANK FSB	DEF COMP 1/7/2022	60.00	01/10/2022	610000	224101
Sewer General activities	10810	NORTH SHORE BANK FSB	DEF COMP 1/21/22 P/R	60.00	01/21/2022	610000	224101
Police	10708	MEQUON POLICE-PETTY CASH	PETTY CASH REIMB 12/2021	60.00	01/10/2022	110235	683501
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 2411 W MEQUON RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 9728 N COURTLAND DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10603 N WOODCREST DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 4209 STONEFIELD RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11417 CANTERBURY DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11321 N ST JAMES LN	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11321 N PRAIRIE VIEW LN	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12936 N COLONY DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11390 N CREEKSIDE CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10816 W FREISTADT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10258 N BAEHR RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12325 N GOLF DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10412 SUNFLOWER	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10148 KENILWORTH	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 9826 WAUWATOSA	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1534 W COUNTY LINE RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10133 N SWAN RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 329 E MAPLE LN	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10028 N SHERIDAN DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1557 N PARKWAY DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1429 WESTPORT CIR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 8527 MEQUON RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10640 WINSLOW	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10110 N CEDARBURG RD	60.00	01/28/2022	110000	229102

General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 13328 HAWTHORNE CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12622 LAKE FOREST CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 9615 N CEDARBURG RD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 4918 W CENTURY CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 215 E BEECHWOOD CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 3827 W LEGRANDE BLVD	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 3703 TREMONT CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10814 N WYNGATE TRACE	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12211 N WILLOW GLEN CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10928 N LAKE SHORE DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 3740 W TREMONT CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12404 GOLF DR	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10730 N FIREFLY CT	60.00	01/28/2022	110000	229102
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1615 W ZEDLER LN	60.00	01/28/2022	110000	229102
Fire / EMS	12405	TELECOM ONE, INC	PHONE LINES	59.22	01/14/2022	110236	680504
Fleet Services	10582	KAESTNER AUTO ELECTRIC CO	WIRE & FUSES	58.52	01/28/2022	110355	680301
Fleet Services	10135	BOBCAT PLUS INC	LIGHT FOR TOOLCAT	58.08	01/21/2022	110355	680301
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	WORK SUPPLIES	57.83	01/21/2022	110236	680301
Sewer UT Operations	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	56.91	01/21/2022	610669	680504
Forestry	10321	EGELHOFF LAWN MOWER SERVICE INC	SAW CHAIN SHARPENING	55.65	01/28/2022	110363	680351
Highway	10569	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	DYE FOR BRINE	54.27	01/28/2022	110359	680321
Police	10708	MEQUON POLICE-PETTY CASH	PETTY CASH REIMB 12/2021	53.98	01/10/2022	110235	680301
Building Maintenance	10428	GILLITZER ELEC CO LTD, FRANK	POWER FOR MENORAH	52.81	01/28/2022	110326	686503
Fleet Services	12624	MATHESON TRI-GAS INC	TORCH TANK RENTAL	52.08	01/21/2022	110355	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	52.00	01/21/2022	110236	680301
Community Development	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	50.95	01/21/2022	110578	680504
Police	11211	VERIZON WIRELESS SERVICES LLC	PHONE RECORDS	50.00	01/21/2022	110235	683702
City Clerk	10834	OFFICE DEPOT *	CERT PAPER, CUPS	49.73	01/10/2022	110112	680101
Police	90001	TEMP STAFF REIMB	TRAINING 1/10-1/13/22	49.47	01/21/2022	110235	683501
Building Maintenance	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	48.24	01/21/2022	110326	680504
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	47.10	01/21/2022	110236	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	47.10	01/21/2022	110236	680301
Fleet Services	10516	HUMPHREY SERVICE PARTS INC	OIL FILTERS	46.30	01/10/2022	110355	680301
Fleet Services	12390	ADVANCE AUTO PARTS	TIRE SENSOR FOR SWUAD 23	46.01	01/10/2022	110355	680301
Sewer UT Operations	10137	BOEHLKE BOTTLED GAS CORP	MISC SUPPLIES	45.14	01/21/2022	610669	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	44.90	01/21/2022	110236	680301
Information Services	12651	AMAZON CAPITAL SERVICES, INC	CRIMP TOOL	43.53	01/28/2022	110117	680401
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140240400300	42.75	01/14/2022	810000	103105
Fire / EMS	10691	MENARDS	INV #39223(DUP INV # 2017)	42.51	01/21/2022	110236	680301
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140050700500	42.38	01/10/2022	810000	103105
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140250700600	41.97	01/10/2022	810000	103105
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	LIGHT BOX FOR 403	40.04	01/21/2022	110355	680301
Engineering	10834	OFFICE DEPOT *	OFFICE SUPPLIES-HWY, FLEET, SEWER, ENG	38.81	01/14/2022	110358	680101
Parks	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	38.50	01/21/2022	110474	680504
Fleet Services	10834	OFFICE DEPOT *	OFFICE SUPPLIES -FLEET	36.99	01/14/2022	110355	680101
City Administrator	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	36.88	01/21/2022	110111	680504
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151550064000	34.04	01/10/2022	810000	103105
Water UT Operations	12883	PB HAHN & CO INC	VALVE IDENTIFIER STICKS	32.30	01/14/2022	620679	673002
Fleet Services	12390	ADVANCE AUTO PARTS	BEARING TOOL	32.19	01/10/2022	110355	680301
Water general Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	31.95	01/14/2022	620000	224130
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	31.40	01/21/2022	110236	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	31.40	01/21/2022	110236	680301
Building Maintenance	12883	PB HAHN & CO INC	FS2 SCREEN REPLACEMENT/REPAIRS	30.07	01/14/2022	110326	680304
Fire / EMS	11211	VERIZON WIRELESS SERVICES LLC	CELL DATA	30.06	01/10/2022	110236	680504
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	BATTERIES	30.00	01/21/2022	110236	680301
Inspections	10325	ELECTRICAL INSPECTORS ASSOCIATION OF	MEMBERSHIP -ELECTRICAL INSPECTORS	30.00	01/14/2022	110244	680501
Fire / EMS	12768	BONUS INC	WORK SUPPLIES	29.83	01/21/2022	110236	680301
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	29.60	01/21/2022	110236	680301
Human Resources	11165	UNITED STATES CELLULAR CORPORATION	CELL BILLING	29.33	01/21/2022	110120	680504
City Clerk	10834	OFFICE DEPOT *	LAMINATE POUCHES 8X11	29.15	01/10/2022	110112	680101
Fire / EMS	12883	PB HAHN & CO INC	SUPPLIES	28.77	01/21/2022	110236	686550
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	WORK SUPPLIES	28.11	01/21/2022	110236	680301
Engineering	90001	TEMP STAFF REIMB	2021 REIMB OVERAGE OF FICA TAX PAID	28.01	01/28/2022	110358	673101
Fleet Services	12889	CHICAGO PARTS & SOUND LLC	BRAKE SWITCH FOR 208	27.05	01/10/2022	110355	680301
Special Events	10699	MEQUON COPY MASTER	HOLIDAY PHOTO W/SANTA	26.10	01/14/2022	210840	683201
Building Maintenance	12883	PB HAHN & CO INC	CITY HALL SUPPLIES	26.07	01/10/2022	110326	680302
Fleet Services	12390	ADVANCE AUTO PARTS	HEADLIGHT BULBS	25.89	01/10/2022	110355	680301
Police	10852	OZAUKEE COUNTY CHIEFS ASSOCIATION	OZ CHIEF'S ASSOCIATION ANNUAL	25.00	01/10/2022	110235	680501
Information Services	12651	AMAZON CAPITAL SERVICES, INC	PASSWORD DISPLAY TOKEN	25.00	01/10/2022	110117	680401
Highway	10321	EGELHOFF LAWN MOWER SERVICE INC	CHAIN SHARPEN	23.85	01/10/2022	110359	680321
Elections	10698	MEQUON CITY OF-PETTY CASH	PETTY CASH REIMB 2021	23.58	01/14/2022	110113	680101
Fleet Services	12228	GORDIE BOUCHER VILLAGE FORD	NUT FOR 950	22.56	01/10/2022	110355	680301
Highway	10368	FASTENAL COMPANY	STREET/SIGNS SUPPLIES	22.25	01/28/2022	110359	680321
Community Development	10698	MEQUON CITY OF-PETTY CASH	PETTY CASH REIMB 2021	19.95	01/14/2022	110578	680101
City Clerk	10698	MEQUON CITY OF-PETTY CASH	PETTY CASH REIMB 2021	19.27	01/14/2022	110112	680101
Highway	10287	DIGGERS HOTLINE INC	LOCATES-DEC	19.14	01/28/2022	110359	683201
Police	12651	AMAZON CAPITAL SERVICES, INC	PD STREAMLIGHT BATTER STICK LED	18.21	01/28/2022	110235	686550
Community Development	10230	CONLEY PUBLISHING GROUP LTD	NEWSPAPER PUBLIC NOTICES FOR P	16.98	01/10/2022	110578	680502
Highway	10834	OFFICE DEPOT *	OFFICE SUPPLIES-HWY, FLEET, SEWER, ENG	16.17	01/14/2022	110359	680101
Elections	10834	OFFICE DEPOT *	ENVELOPE SIDE LOAD	15.78	01/14/2022	110113	680101
Fleet Services	10834	OFFICE DEPOT *	OFFICE SUPPLIES-HWY, FLEET, SEWER, ENG	15.68	01/14/2022	110355	680101
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	14.80	01/21/2022	110236	680301
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	ACCIDENT POLICY 76038	13.76	01/14/2022	610000	224122
Building Maintenance	12883	PB HAHN & CO INC	CITY HALL USE BAIT STATIONS	13.66	01/10/2022	110326	680302
Highway	12883	PB HAHN & CO INC	TOOL BOX	13.49	01/10/2022	110359	680321
Fleet Services	12866	SCHOESSOW EQUIPMENT SERVICES LLC	SPRING KIT	12.93	01/10/2022	110355	680301
Information Services	12651	AMAZON CAPITAL SERVICES, INC	OTTERBOX COMMUTER LITE SERIES CASE	12.00	01/10/2022	110117	680401
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	11.37	01/14/2022	610000	224163
Water UT Operations	10489	CORE & MAIN	REPL PARTS FOR CT WATER MAIN REPAIR	11.35	01/14/2022	620679	677002
Sewer UT Operations	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES- DEC WATER, FOR, HWY, ENG, SEWER	10.90	01/28/2022	610669	680504
General Fund - General Activit	10610	L A W HEALTH BENEFIT TRUST	LAW HEALTH BEN 1/21/22 P/R L GRAYCAREK	10.00	01/21/2022	110000	224170
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	9.97	01/28/2022	110235	680101
Fire / EMS	10698	MEQUON CITY OF-PETTY CASH	PETTY CASH REIMB 2021	9.96	01/14/2022	110236	680301
Fleet Services	10516	HUMPHREY SERVICE PARTS INC	FILTERS	9.26	01/10/2022	110355	680301
Engineering	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES- DEC WATER, FOR, HWY, ENG, SEWER	8.51	01/28/2022	110358	680504

Police	12651	AMAZON CAPITAL SERVICES, INC	OFFICE, WORK, &/OR M&R SUPPLIE	7.49	01/10/2022	110235	686550
Fire / EMS	12883	PB HAHN & CO INC	HARDWARE SUPPLIES	7.19	01/28/2022	110236	686550
Parks	12883	PB HAHN & CO INC	SPRING SNAPS FOR TRAIL GROOMER	7.18	01/28/2022	110474	680340
Sewer UT Operations	10834	OFFICE DEPOT *	MARKERS-SEWER	6.14	01/14/2022	610669	680101
Fire / EMS	12694	AT&T MOBILITY LLC	CELL DATA	6.07	01/10/2022	110236	680504
Forestry	12883	PB HAHN & CO INC	FASTENERS	5.36	01/10/2022	110363	680401
Fire / EMS	12883	PB HAHN & CO INC	SUPPLIES	4.49	01/10/2022	110236	686550
Forestry	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES- DEC WATER, FOR, HWY, ENG, SEWER	3.67	01/28/2022	110363	680504
Water UT Operations	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES- DEC WATER, FOR, HWY, ENG, SEWER	2.54	01/28/2022	620679	921001
Water general Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 28321 2/1-2/28/22 UNIT 33302	1.75	01/14/2022	620000	224163
Police Auxiliary	11211	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICES	0.54	01/10/2022	110239	680504
Communications	12651	AMAZON CAPITAL SERVICES, INC	DRY ERASE MARKERS RETURN	-7.99	01/21/2022	110237	680101
Elections	10834	OFFICE DEPOT *	ENVELOPE RETURN	-15.78	01/14/2022	110113	680101
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	BATTERY CORE	-16.00	01/21/2022	110355	680301
Fleet Services	12390	ADVANCE AUTO PARTS	CORE RETURN	-23.62	01/10/2022	110355	680301
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	WIPER BLADE RETURN	-25.74	01/21/2022	110355	680301
Water UT Operations	12883	PB HAHN & CO INC	HASP & LOCK FOR BUNTROCK RETURN	-39.49	01/10/2022	620679	673002
Fleet Services	12390	ADVANCE AUTO PARTS	PART RETURN	-64.59	01/10/2022	110355	680301
Police	12651	AMAZON CAPITAL SERVICES, INC	PD RETURN	-79.95	01/14/2022	110235	686550
Police	12651	AMAZON CAPITAL SERVICES, INC	PD DESK CHAIR RETURN	-105.24	01/10/2022	110235	680101
Fleet Services	12228	GORDIE BOUCHER VILLAGE FORD	CORE RETURN	-219.00	01/10/2022	110355	680301
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	FLEX SERVICE KEY	-500.00	01/14/2022	620679	675002



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Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: January 26, 2022
SUBJECT: RESOLUTION 3914 A Resolution Ratifying the City of Mequon's COVID-19 Emergency Medical Leave Policy Between January 1 - March 31, 2022

Background

In the wake of updated guidance issued by the Centers for Disease Control (CDC) on December 27, the City Administrator's Office developed temporary leave protocols to address rising COVID-19 infections among City staff and immediate family members. The guidelines, which build off the City's Emergency Medical Leave Policy (EML) previously put into place in 2020, provide affected employees with up to 5 days of emergency leave, in order to isolate or quarantine per current CDC guidance. Thereafter, if additional time off away from work is required, employees may utilize other available time (e.g., vacation leave, sick leave, etc.) to account for any further absence. The guidelines, which were jointly reviewed by the City's Senior Executive Staff prior to distribution in early January, also allow employees to work remotely during this time, as job classifications and/or circumstances permit. As further noted in the document, the temporary five-day leave period is retroactive to January 1, available for use on a per occurrence basis, and sunsets on March 31 of this year. As of this memo, 19 City employees have been impacted by COVID-19 since January 1, 2022.

In accordance with past practice, staff is bringing the City's current EML guidelines before the Common Council for ratification. A copy of the EML policy is attached.

Fiscal Impact

The cost of providing emergency medical leave benefits to staff can be absorbed within the existing salary and benefit allocations included within the 2022 budget.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on February 8, 2022.

Attachments:

City of Mequon January - March 2022 EML Policy (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3914

A Resolution Ratifying the City of Mequon's COVID-19 Emergency Medical Leave Policy
Between January 1 - March 31, 2022

RECITALS

A. In response to an increase in the number of City employees impacted by the COVID-19 emergency, the Common Council has determined there is a need for additional support to employees to ensure the continuation of operations on behalf of the community, and that it is necessary to reinstate a modified version of the City's *Emergency Medical Leave Policy* for affected City staff.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the proposed amendments to the *Emergency Medical Leave Policy* outlined in the attached policy are adopted and made available to all City employees between January 1 - March 31, 2022.

Approved by: John Wirth, Mayor

Date Approved: February 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

Caroline Fochs, City Clerk

City of Mequon Emergency Medical Leave

In response to the ongoing effects associated with Coronavirus (COVID-19), the City is reinstituting a modified emergency medical leave (EML) provision for all regular full-time and part-time employees. EML benefits are available to these employees who are impacted by COVID-19 and these benefits are separate from other time-off benefits. The benefits provided under this policy are retroactive to January 1, 2022 and will sunset on March 31, 2022. EML is not an accrued benefit.

All full-time employees shall be awarded up to 5 paid days (based on standard schedule) per occurrence, and part-time employees shall receive a proration based on their full-time-equivalency ratio as determined in the sole discretion of the City per occurrence. All EML hours can only be exercised by an employee in the event the employee is required to quarantine/isolate per CDC direction listed above due to:

1. The employee contracting COVID-19 or is required to quarantine due to exposure.
2. An immediate family member within the employee's household contracts COVID-19 or is required to quarantine and the employee needs to provide care.

Employees who wish to use EML time must submit documentation of a positive case or exposure to their supervisor who will then forward such to the Human Resources Coordinator with the dates of leave for filing purposes.

Once EML hours have been exhausted and if the employee is still unable to return to work, the employee may use other available paid time off benefits, such as PTO, comp-time, sick leave, vacation leave, or medical leave bank hours before unpaid leave for the remainder of the absence.

Please note, the City reserves the right to deny authorization to use such EML in the event the City determines that an employee must report for duty. The benefits identified in this Policy are only available to employees represented by a collective bargaining agreement if agreed to by the collective bargaining representative.



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Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: January 26, 2022
SUBJECT: RESOLUTION 3915 A Resolution Authorizing Execution of a Contract for Network Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,866

Background

As part of the 2021 information technology assessment process with Averro Advisors, the City's network was identified as having key components in need of replacement due to being past their useful life and reconfiguring of the network for security purposes. The 2022 budget includes \$50,000 designated for the network upgrade project.

Analysis

To complete the network project, the City will be utilizing IT staff and technicians from the Office Technology Group (OTG). OTG is a contract service provider for the City's IT Division and has been a partner for the past 5 years. OTG's team supports the City's servers, assists with annual licensing renewals, provides 24/7 support for key City systems, and project support. Through OTG's work with the City, their team is knowledgeable of the City's current infrastructure, which other vendors can't ascertain, and is also aware of the direction the organization needs to go to reach its future state.

In general, the scope of the project includes replacing aged Cisco brand switches with Juniper brand components, programming of new equipment, reconfiguring the City's network for better security compliance and operations, eliminating unneeded equipment in the City's network, conducting a wireless assessment, reconfiguring virtual local area networks, and developing proper documentation of the City's network. The completion of this project will directly impact the reliability of daily City-wide operations, improve security, and solidify the City's information technology foundation.

Fiscal Impact

OTG went to market on behalf of the City and solicited quotes for equipment from a number of vendors, including vendors that offer government-specific discounts. OTG found the best price for the needed equipment by going direct to Juniper, which has resulted in a 10% reduction in equipment acquisition costs when compared to other vendors. Furthermore, the City's new IT Manager identified tasks that can be completed in-house to help reduce the cost of this project. The total cost of the network project is \$43,860, which is fully funded as part of the 2022 budget. A copy of the equipment acquisition and statement of work from OTG is available in the City Administrator's Office, and is available upon request.

Recommendation

Staff recommends that the Finance Personnel Committee and Common Council approve the resolution awarding a contract to The Office Technology Group at a cost not-to-exceed \$43,860.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3915

A Resolution Authorizing Execution of a Contract for Network Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,866

RECITALS

A. The City of Mequon's Information Technology Strategic Plan established in 2021 identifies the need for modernizing the City's underlying network for both reliability and security purposes.

B. The replacement of network equipment is recommended because the current hardware is past its useful life and cannot provide the efficiencies and dependability of a modern system.

C. The City's contracted service provider, The Office Technology Group, has solicited quotations for equipment that meets the required specifications from multiple providers and recommends the proposed acquisition, which has been reviewed and confirmed by City staff.

D. The Finance-Personnel Committee has reviewed the above recommendations and recommends the approval of the acquisition of new hardware and services necessary to deploy the equipment.

E. Sufficient funds are included within the 2022 budget to finance the total cost associated with the proposed network project at \$43,860.29.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the proposal from The Office Technology Group for the acquisition of new equipment and software, including installation, is approved at a cost not to exceed \$43,860.29.

Approved by: John Wirth, Mayor

Date Approved: February 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

Caroline Fochs, City Clerk



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Office of Community Development

TO: Finance-Personnel Committee
FROM: Kim Tollefson, Director of Community Development
DATE: February 8, 2022
SUBJECT: RESOLUTION 3916 A Resolution Authorizing a Town Center TID No. 3 Incentive with P2 Development, in Connection with Construction of a Planned Unit Development Located at 11040 and 11110 North Buntrock Avenue

Background

P2 Development has applied for an authorized incentive through the Town Center (TC) TID Fast Track Formula for the reimbursement of demolition and clean-up costs on the properties located at 11040 and 11110 North Buntrock Avenue. Under the TC TID project plan, qualifying development projects are eligible for a financial incentive for redevelopment efforts. The following outlines the criteria:

- New construction value of \$3M beyond the site's current improvement value.
- A payback period of 15 years or less.
- The maximum incentive allowed is the "gap", which is defined as a site's base improvement value, plus the cost of demolition/repair and a 5% incentive.

P2 Development's application shows the following:

- A total net new construction value of \$6.1M
- A total estimated cost for the eligible expenditures, including the value of the existing improvement on site(s) of \$710,687
- A total eligible incentive under the Fast Track Formula of \$1.03M inclusive of the 5% incentive and \$710,687 exclusive of the 5%
- Total, annually equalized tax revenue for the TID of \$103,113

FAST TRACK FORMULA: P2 Buntrock TownHomes						
Base Improvement Value						\$353,700
Site Demolition & Repair						\$356,987
Total Cost of Gap						\$710,687
New Development Value						\$6,775,000
5% Incentive						\$321,065
Total City Incentive						\$1,031,752

Analysis

The City has historically negotiated a sharing of the net, annual increment. The ratio has generally been between 60/40% and 70/30%. Given the timing of this project and the 5-6 remaining years within the TID, the developer cannot achieve the full, eligible incentive, even if the City authorized an annual return of the increment at 100%. Further, it is the City's intent to complete public improvement projects throughout the remaining life of the TID. The public projects desired by the Common Council were agreed upon in 2021 and are mostly projects that cannot be achieved through private development contributions, but rather projects involving the road right-of-way, City-owned land and a burial of utilities. Therefore, it remains in the public interest to capture a share of the annual increment early in the implementation of this project.

A 60/40% share of the net annual increment is recommended, along with an incentive exclusive of the 5% premium. An incentive without the 5% bonus is recommended because the Common Council has expressed hesitancy in providing incentives for projects that are not truly mixed-use. Per this recommendation the Developer is only receiving reimbursement for costs that are necessary to return the site to a greenfield state, with no additional bonus.

Fiscal Impact

The net results of this structure are as follows:

- An increase in available capital project funding of nearly \$165,000
- Removal of two non-conforming uses and five non-conforming structures
- Consolidation of two underutilized, underperforming lots
- Increase of sites' tax revenue by 167%
- Developer receives 35%, or \$247,521, of the eligible 100% PAYGO for reimbursement of site demolition and base improvement value (defined as the gap under the formula)
- Developer receives 35% of gap over the course of 4 years, an approximate total incentive of \$247,500
- Developer forgoes 5% bonus incentive

The application complies with the conditions to receive an incentive and meets the policy goals and objectives of the Town Center Zoning and Town Center TID project plan. The project provides financial and redevelopment benefits to the City and fosters increased vitality within the Town Center neighborhood.

Recommendation

On January 18, 2022, the Economic Development Board recommended approval of the proposed incentive by a vote of 7-1.

A recommendation from the Finance-Personnel Committee is forthcoming on February 8, 2022.

Attachments:

Assessor Data Value (PDF)
 Estimated Site Demo Repair Costs (PDF)
 TID #3 Cash Funded Capital (PDF)
 Project Narrative (PDF)

Updated Elevations (PDF)
Development Agreement (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3916

A Resolution Authorizing a Town Center TID No. 3 Incentive with P2 Development, in
Connection with Construction of a Planned Unit Development Located at 11040 and 11110
North Buntrock Avenue

RECITALS

A. The Economic Development Board approved an incentive the P2 Development Town Center residential development located at 11040 and 11110-11112 North Buntrock Avenue on January 18, 2022.

B. The Developer has sought Development Agreement approval to address certain financial and timing aspects of the development.

C. The Finance-Personnel Committee recommended approval of the Development Agreement and corresponding incentive to P2 Development for the property on February 8, 2022.

D. The Development Agreement provides for the timing of construction, completion, costs and values and is consistent with the approved Planned Unit Development.

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

1. The City agrees to the terms of the Development Agreement, in substantial conformity with the form appended to this Resolution.

2. The Mayor and City Clerk are authorized and directed to execute the Development Agreement in substantial conformity with the form appended to this Resolution, subject to any clerical or technical changes identified by the City Attorney.

Approved by: John Wirth, Mayor

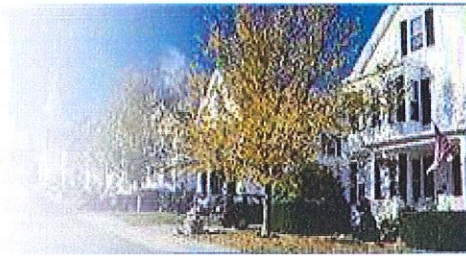
Date Approved: February 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

Caroline Fochs, City Clerk

AssessorData

5.c.a



Tax Key Number: 140270100300

Property address:
11110 N Buntrock Ave
City of Mequon, WI

Abbreviated legal description:

Acres (county records): 0

Building 1 description:
1.5 story wood old style

Size: 1,055 sq feet

Year built: 1900

Building 2 description:
Storage Garage

Size: 3,500 sq feet

Year built: 1950

Additional structures: 1

Date of last building permit: 3/20/2008

Last sale date: 11/30/2006

Total assessed value of land: \$167,200

Total assessed value of buildings: \$202,100

Assessment year: 2021

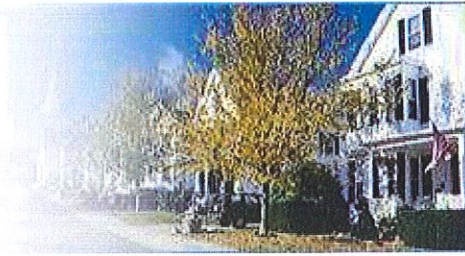
[Click here to view the website for this municipality](#)

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Attachment: Assessor Data Value (RESOLUTION 3916 : P2 Development Town Center Incentive)

AssessorData

5.c.a



Tax Key Number: 140270100400

Property address:

11040 N Buntrock Ave
City of Mequon, WI

Abbreviated legal description:

Acres (county records): 0

Building 1 description:

Multi Section Industrial Bldg

Size: 12,388 sq feet

Year built: 1920

Additional structures: 2

Date of last building permit: 1/25/2005

Last sale date: not available

Total assessed value of land: \$145,900

Total assessed value of buildings: \$151,600

Assessment year: 2021

[Click here to view the website for this municipality](#)

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Attachment: Assessor Data Value (RESOLUTION 3916 : P2 Development Town Center Incentive)

TIF Costs

11110-11112, 11040 N Buntrock Ave					
	Contractor	Bid/Estimate	Actual	Invoice	Check #
Environmental Analysis	Kapur & Associates, Inc.	\$10,970.00	\$10,970.00		
	Affordable Environmental Tech	\$990.00			
Wells Abandonment	Dickenschrauf Plumbing	\$5,960.00			
A/C Refrigerant Removal/Disposal	Dickenschrauf HVAC	\$822.00			
Sanitary Laterals Abandonment	BMCI	\$5,600.00			
Asbestos Removal	Affordable Environmental Tech				
Contaminated Soil Remediation	BMCI				
Utility Abandonment	WE-Energies	\$17,200.00			
	AT&T	\$3,500.00			
Clearing & Grubbing & Erosion Control	Blaze Landscape	\$21,350.00			
Building Demolition	BMCI	\$216,000.00			
	City of Mequon				
Storm Water Pipe Relocation	BMCI	\$72,300.00			
Fence Removal	Blaze Landscape	\$1,820.00			
Permits	City of Mequon	\$475.00			
Total		\$356,987.00	\$10,970.00		

City of Mequon, Wisconsin

Tax Increment District #3

Development Assumptions

Construction Year		Actual	Foxtown Comm/Bldgs E1-E2	Foxtown Apartments	Foxtown Restaurant Bldg B	Foxtown Brewery Bldg D	Foxtown Mixed Use Bldg E3	Foxtown Single Family	P2 Townhome Project	Annual Total	Construction Year	
1	2008									0	2008	1
2	2009									0	2009	2
3	2010									0	2010	3
4	2011									0	2011	4
5	2012									0	2012	5
6	2013	1,404,600								1,404,600	2013	6
7	2014	7,479,600								7,479,600	2014	7
8	2015	25,849,000								25,849,000	2015	8
9	2016	6,916,600								6,916,600	2016	9
10	2017	9,792,700								9,792,700	2017	10
11	2018	48,081,000								48,081,000	2018	11
12	2019	40,598,900								40,598,900	2019	12
13	2020	(17,269,000)								(17,269,000)	2020	13
14	2021					1,600,000		3,441,500		5,041,500	2021	14
15	2022					100,000	1,700,000	5,500,000		7,300,000	2022	15
16	2023							5,000,000	6,775,000	11,775,000	2023	16
17	2024									0	2024	17
18	2025									0	2025	18
19	2026									0	2026	19
Totals		122,853,400	0	0	0	1,700,000	1,700,000	13,941,500	6,775,000	146,969,900		

Notes:

¹Developer estimate of between \$8M and \$10M in value completed by the end of 2022.

REVISED Version 6

Attachment: TID #3 Cash Funded Capital (RESOLUTION 3916 : P2 Development Town Center Incentive)

City of Mequon, Wisconsin

Tax Increment District #3

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	41,330,300
District Creation Date	April 15, 2008	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2008	Base Tax Rate	\$20.00
Max Life (Years)	20	Rate Adjustment Factor	
Expenditure Period/Termination	15 4/15/2023		
Revenue Periods/Final Year	19 2028		
Extension Eligibility/Years	Yes 6	Tax Exempt Discount Rate	
Eligible Recipient District	No	Taxable Discount Rate	1.50%

Construction		Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
Year								
6	2013	1,404,600	2014	0	1,404,600	2015	\$15.58	21,890
7	2014	7,479,600	2015	0	8,884,200	2016	\$16.38	145,512
8	2015	25,849,000	2016	0	34,733,200	2017	\$14.38	499,425
9	2016	6,916,600	2017	0	41,649,800	2018	\$15.87	660,971
10	2017	9,792,700	2018	0	51,442,500	2019	\$15.44	794,030
11	2018	48,081,000	2019	0	99,523,500	2020	\$15.05	1,497,776
12	2019	40,598,900	2020	0	140,122,400	2021	\$15.22	2,133,037
13	2020	-17,269,000	2021	0	122,853,400	2022	\$15.22	1,870,156
14	2021	5,041,500	2022	0	127,894,900	2023	\$15.22	1,946,901
15	2022	7,300,000	2023	0	135,194,900	2024	\$15.22	2,058,027
16	2023	11,775,000	2024	0	146,969,900	2025	\$15.22	2,237,274
17	2024	0	2025	0	146,969,900	2026	\$15.22	2,237,274
18	2025	0	2026	0	146,969,900	2027	\$15.22	2,237,274
19	2026	0	2027	0	146,969,900	2028	\$15.22	2,237,274
Totals		146,969,900		0		Future Value of Increment		20,576,821

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

City of Mequon, Wisconsin

Tax Increment District #3

Cash Flow Projection

Year	Projected Revenues								Expenditures														Balances			Year			
	Tax Increments	Interest Earnings/ (Cost)	Computer Aid	Other Revenue	Other Taxes	Rotary Repayment	BAB Reveue	Total Revenues	Taxable W/BAB Designation 6,950,000		GO Refunding Bonds 5,030,000														Total Expenditures		Principal Outstanding & Developer Incentive		
									Dated Date: 08/05/09		Dated Date:		Paying Agent & BAB fee	Outpost Development Incentive	Dermond Development Incentive	Spur 16 Shaffer	Reserve Development Incentive	Artesa	Foxtown Development Incentive	Loan to Rotary Foundation	P2 TownHome Project	Capital Expenditures	Adjustment to Fund Balance	Admin./ Prof Services			Annual	Cumulative	
									Principal	Interest	Principal	Interest																	
2015	21,890	0.50%						21,890	8/1																0	21,890	(1,195,901)	2015	
2016	145,512	546	4,305	2,000			120,979	273,342	250,000	370,875			25,270								2,225		37,150	685,520	(412,178)	(1,608,079)	2016		
2017	499,425	1,915	6,906	7,506			117,184	632,936	250,000	359,625			500	25,270									90,058	725,453	(92,517)	(1,700,596)	2017		
2018	660,969	1,541	7,008	221,136			113,679	1,004,333	300,000	347,750			500	25,270		150,000					40,926		147,842	1,012,287	(7,954)	(1,708,550)	2018		
2019	794,030	5,117	7,177	400,747			109,242	1,316,313	350,000	332,750				25,270		89,455	114,024	41,119			992,846		80,266	2,025,732	(709,419)	(2,417,969)	2019		
2020	1,497,776	13,959	7,177	174,278	21,312		57,394	1,771,896	400,000	174,263	62,733			25,270	49,802	5,000	115,585	41,682	112,491	205,000	879,004	(66,820)	150	2,004,160	(232,264)	(2,650,233)	2020		
2021	2,133,037		6,818					2,139,855			440,000	129,050			25,270	49,802							10,000	1,168,976	970,879	(1,679,354)	9,670,242	2021	
2022	1,870,156		6,477			205,000		2,081,634			540,000	115,850			25,270	49,802							10,000	1,818,070	263,563	(1,415,791)	8,484,242	2022	
2023	1,946,901		6,153					1,953,055			585,000	99,650			25,270	49,802							10,000	1,807,044	146,010	(1,269,781)	7,293,067	2023	
2024	2,058,027		5,846					2,063,873			630,000	82,100			25,270	49,802							10,000	1,834,494	229,378	(1,040,402)	6,056,893	2024	
2025	2,237,274	(5,202)	5,553					2,237,625			650,000	63,200			25,270	49,802							10,000	1,897,475	340,151	(700,252)	4,738,838	2025	
2026	2,237,274	(3,501)	5,276					2,239,048			695,000	43,700			25,270	49,802							10,000	1,922,975	316,074	(384,178)	3,375,784	2026	
2027	2,237,274	(1,921)	5,012					2,240,365			730,000	29,800			25,270	49,802							15,000	1,949,075	291,290	(92,887)	1,972,729	2027	
2028	2,237,274	(464)	4,761					2,241,571			760,000	15,200			25,270	249,011									2,148,684	92,887	(0)	355,466	2028
Total	16,957,217	(11,089)	45,897	0	0	205,000	0	17,197,025			5,030,000	578,550	0	202,163	597,625	0	20,391	0	4,182,003	0	247,521	5,528,541	0	430,466	14,546,792			Total	
Notes:	2019 other revenues Include \$355,763 Green Grant from MMSD for parking lot improvements 2019 other revenues include \$43,302 from Secure Funds 2020 other revenues includes \$216,539.82 from Secure Funds ¹ Estimated incentive based upon an \$6,775,000 Development with incrmnt being paid up to \$335K.																					3,613,540	Total Capital Budget W/P2 Dev.			Projected TID Closure			
																						3,449,390	Total Capital Budget WO/P2						
																						164,150	Additonal Funds for Capital			REVISED Version 6			

Attachment: TID #3 Cash Funded Capital (RESOLUTION 3916 : P2 Development Town Center Incentive)

Town Homes at Foxtown

Looking to create 4 buildings (Two 10 unit buildings and two 11 unit buildings) including a total of 42 units, plus a club house on 11040 N Buntrock Ave and 11110 N Buntrock Ave.

We'd be combining the two parcels (11040 N Buntrock Ave and 11110 N Buntrock Ave) totaling 4.2 acres. We'd also be creating parallel parking, curb, gutter and sidewalks along the east side of Buntrock Avenue, which will be an extension of the property directly north (Artesa Apartments). The central median between the buildings will include a gazebo, community grills and dog walking area.

Each unit will have 2 stories and include either 2 or 3 bedrooms on the second floor. Each unit will have a living area, kitchen, and ½ bath first floor and bedrooms and bathrooms on the second floor. Two bedroom units will have an open loft overlooking the living room. Three bedroom units will not include a loft.

Each unit will have 10ft ceilings on the first floor with transom windows. Interior doors will be 8 feet tall. The units will have European style cabinetry, granite countertops, stainless steel appliances with gas range, and wine refrigerator.

Each unit will have a private entrance/front door with an attached garage, as well as a private rear patio. Two bedroom units will have a one car garage and three bedroom units will have a two car garage.

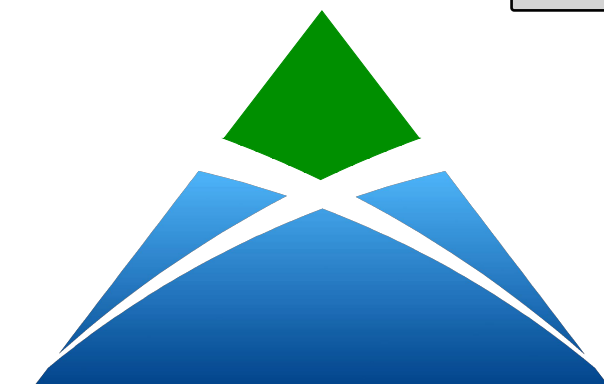
A walkway will connect the two parcels with the West House Apartments property at 11127 Weston Ave to join in on community activities.

The club house will be a two story facility. The first floor will include a large community room with fireplace entering off the street for social gatherings. The first floor will also include a billiards/shuffle board room and a secondary community room for smaller gatherings. The second floor will have a fully outfitted fitness room with a porch overlooking Buntrock Avenue. There will also be a yoga/spin room on the second floor and a community gathering area. A steam room, sauna and dressing rooms will also be provided. A rear outside patio deck on the east side of the building will overlook the West House at Foxtown Apartment complex. The outside patio will include a firepit, gazebo, built-in cooking grills and patio seating.

We will be looking to the city, through a TIF incentive, to assist in the cost of demolition, any remediation and utility relocation.

We estimate the value of the entire project to be in excess of \$8,000,000 upon completion. We plan to start the project in early spring of 2022 and have completed by spring of 2023. Upon completion, we'll employ one fulltime manager and one fulltime maintenance person.

The attached exhibit shows the demolition costs. Most of the costs have been bid and there are a few estimates we are waiting for, specifically WE-Energies & AT&T for utility abandonment. Based on our experience on other projects with them in Mequon, we feel these numbers are fairly accurate. We are also awaiting the environmental analysis test results, which may increase the budget. The largest cost in the budget is the building demolition. The majority of this is attributed to 11040 N Buntrock Avenue, which is the old A1 Fence facility and was originally constructed as a slaughtering house. This building is all masonry and has all concrete floors, so the cost of demolition is high.

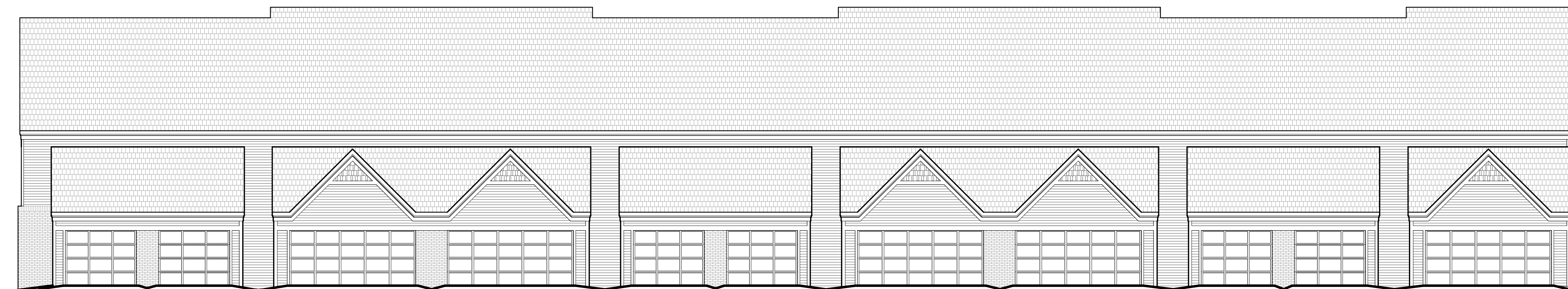


P2 DEVELOPMENT &
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Saukville, WI 53080-1677
www.p2development.com
(262) 377-7259



WEST ELEVATION

1/8" = 1'-0"



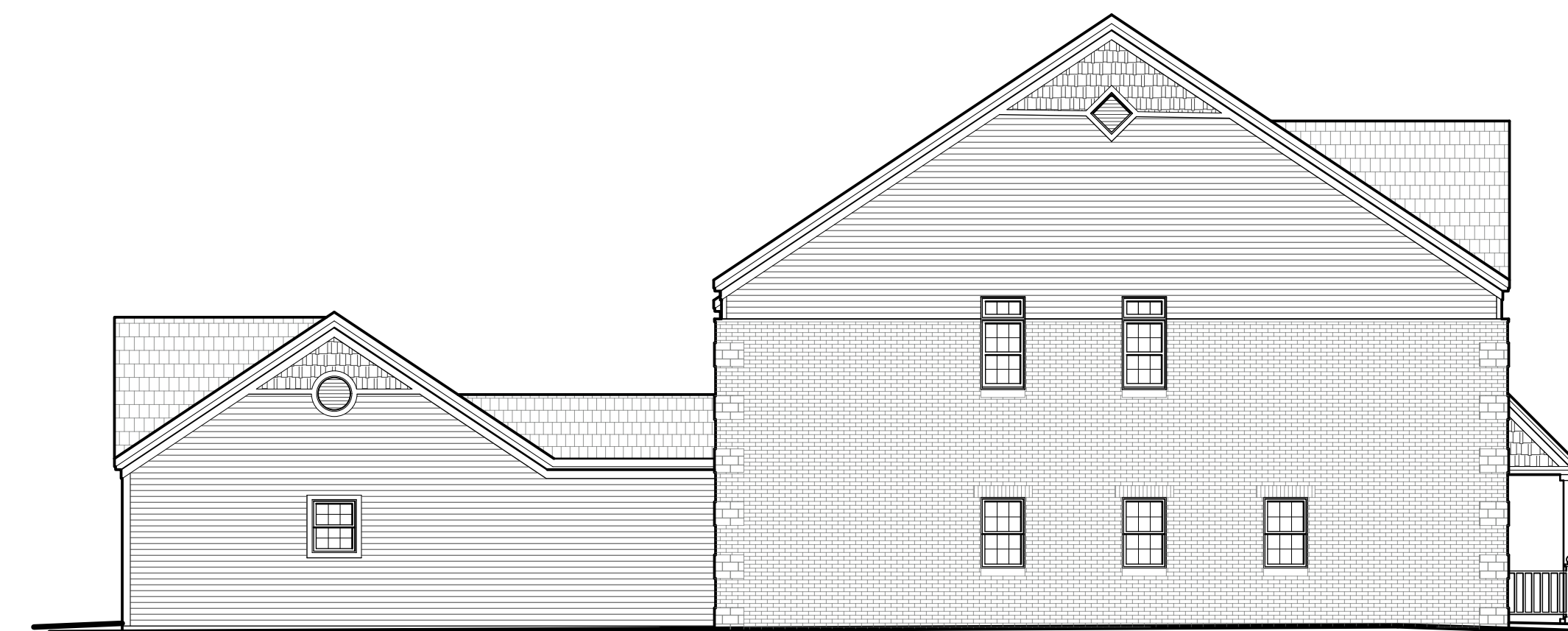
EAST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

PROPOSED RESIDENTIAL DEVELOPMENT
FOXTOWN TOWNHOMES
11040-11112 BUNTROCK AVENUE
CITY OF MEQUON, OZAUKEE COUNTY

Attachment: Updated Elevations (RESOLUTION 3916 - P2 Development Town Center Incentive)

Issue:

Document Date:
27 OCTOBER 2021

Project Number:
21P205

Sheet Title:
CONCEPT ELEVATIONS

Sheet Number:

A-202

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the _____ day of February 2022, by and among the City of Mequon, a Wisconsin municipal corporation ("City") and P2 Development Company LLC, a Wisconsin limited liability company ("Developer").

RECITALS

(i) Developer has acquired the land described on Exhibit A attached hereto ("Property") for redevelopment/development of the Project (defined below), in strict accordance with this Agreement, the Mequon Town Center design guidelines and principles, the development plans approved by the City and all other plans as approved and on file with the Department of Community Development, which are listed in Exhibit B (the "Approved Plans").

(ii) Developer will own the Project and will be responsible for management and operation of the Project.

(iii) It is the desire of the City to foster and promote economic development in the City, including in the Town Center area of the City so as to encourage vibrant mixed-use development, expand the tax base, and create new jobs, all in furtherance and compliance with the Project Plan for Tax Increment District No. 3. The proposed development of the Project in accordance with the terms and conditions of this Development Agreement will be in the public interest and will serve a public purpose.

(iv) The Project will increase the taxable value of the Town Center of the City of Mequon, as well as its commercial and residential vitality, providing a substantial benefit to the Town Center itself, the City and the public, and the Project is and will be consistent with the TID No. 3 Project Plan.

(v) Certain financial incentives including, but not limited to, the TID No. 3 Fast Track Incentive are herein provided, and the Project will not occur in their absence.

(vi) The parties to this Agreement have caused to be created this Development Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the development of the Project and have approved its terms, and authorized their respective officers, directors and managers to execute it on their behalf.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Approved Plans" means: the matter under review and scrutiny by the City and Ehlers and Associates, its financial consultant, complies with this Agreement in all

respects, and/or adheres to applicable laws, ordinances, building codes, TID No. 3 Design Guidelines, rules, and regulations, and/or generally practiced and prudent underwriting and financial evaluation principles, standards and practices as relates to pro forma projections for the Project, cost estimates, bids and prices, terms of construction contracts and permanent Project financing, and the financial statements of Developer as well as amounts and terms for the investment of equity capital in the Project, as will reasonably lead to the good faith conclusion that the risks to the public herein contracted are reasonable and manageable under the circumstances, and in relation to the public benefit of this Development Agreement. Materials submitted to the City for such review shall be objected to within ten (10) business days, or shall be deemed acceptable to the City, except wherein review by the Planning Commission shall be required, in which case the review period shall be twenty (20) days, or by the Common Council, in which case the review period shall be thirty (30) days. The foregoing is not intended to impose additional requirement for review by the Planning Commission or the Common Council except in such circumstance in which such review shall be otherwise required by law. Any item included within Exhibit B as part of the definition of "Approved Plans" shall be deemed to be Acceptable to the City.

(b) "Affiliate" means: (i) a person or an entity that directly or indirectly controls, or is controlled by, or is under common control with, Developer, or (ii) a person or entity that directly or indirectly beneficially owns or holds any ownership interest in Developer unless that person or entity has no authority or right of management or control of Developer; or (iii) any person or entity in which Developer has an ownership interest unless that person or entity has no authority or right of management or control of Developer; or (iv) any person or entity that is an officer or director, general partner or managing member of Developer. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, by operation of law, or otherwise.

(c) "Available Tax Increment" means: Tax Increment actually collected by the City with respect to the Property (including Tax Increment on Personal Property). More specifically, the Available Tax Increment for purposes of this Agreement will reflect the difference between the Tax Increment Base (as hereafter defined), and the tax on the equalized value of the Property with the Building and Site Improvements contemplated in this Agreement, and taxable Personal Property installation on that Property, and which tax is actually collected by the City for the Special TID No. 3 Fund.

(d) "Building and Site Improvements" means: the construction and installation of building and site improvements on the Property, in accordance with the Approved Plans, and also in compliance with all applicable requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading, and landscaping ordinances, laws, regulations, and codes, and all additions and/or alterations to these initially constructed building and site improvements on the Property.

(e) "Fast Track Improvements" means: the improvements defined in Section 4(c) below.

(f) "Fast Track Improvements Cost Breakdown" means: a current complete cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying the Fast Track Improvements Costs shown on Exhibit D.

(g) "Fast Track Incentive" means: the money to be paid by the City, out of Special TID No. 3 Fund from the Available Tax Increment resulting from this development project to Developer, defined in Section 4(c) below, as estimated on Exhibit D, and subject to adjustment after completion of the Fast Track Improvements and the limitations thereon, as provided herein.

(h) "General Contractor" means: The general contractor or general contractors hired by Developer to construct the Project or components of the Project under one or more contracts. General Contractor may include Developer to the extent it makes direct contracts for construction, furnishing or fixturing of parts of the Project.

(i) "Developer" means: P2 Development Company LLC and permitted successors and assigns as approved by the City, which shall have the exclusive management of the Project.

(j) "Project" means: a development as referred to and described in the Approved Plans listed on Exhibit B and including:

- Demolition of existing improvements;
- Removal of any paving and miscellaneous materials;
- Excavation of materials and fill;
- Fill and rough grading of demolition areas;
- Filling, grading, removal and installation of utility services, installation of roads, sidewalks, driveways, walkways, curbs and gutters, parking lot(s); and all other site work as may be required in connection with the development and associated parking, and alterations to public rights-of-way;
- Construction and installation of all other improvements as may be required in order to comply with the Approved Plans which incorporate the zoning ordinances, building codes, TID No. 3 Design Guidelines, and any other applicable rules and regulations identified in Exhibit B;
- Construction and installation, of any Required Offsite Improvements; and
- Construction and installation of any City Owned Improvements.

(k) "Project Completion Date" means: the date of completion of the Project, which shall be no later than June 1, 2023.

(l) "Project Plan" means: The Project Plan for the City of Mequon Tax Incremental District No. 3, as amended from time to time.

(m) "Required Offsite Improvements" means: The work required in the public rights-of-way which the City or the State determine are necessary in connection with the Project, and which are defined on Exhibit C.

(n) "Tax Increment" means: the amount of tax collected from the Property and the Building and Site Improvements to be constructed on the Property by Developer, and the personal property installed or located on the Property which is subject to personal property tax (the "Personal Property"), less the Tax Increment Base, as calculated with reference to and in accordance with the provisions of Section 66.1105 (2)(i) through (m), Wisconsin Statutes.

(o) "Tax Increment Base" means the amount of tax collected on the equalized value (determined as of January 1, 2021) of the Property.

(p) "TIF District" or "TIF No. 3" or "TID No. 3" means: City of Mequon Tax Incremental District No. 3.

2. Conditions Precedent, Developer's Obligations. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Development Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

(a) At its cost, Developer has provided Fast Track Improvements Cost Breakdown estimates to the City, in the form as shown on Exhibit D certified by Developer and the General Contractor as presenting the then most accurate and complete Fast Track Improvements Cost Breakdown available, and which will demonstrate that estimated Fast Track Improvements Costs are \$710,687. To the extent that the actual Fast Track Improvements Costs are less than \$710,687, the Fast Track Incentive will be modified as identified in Section 4(c)(i), below.

(b) Developer, at its cost and prior to building permit approval, shall provide the City with a timetable for completion of the Project.

(c) Prior to the execution of this Agreement, Developer shall provide the City with evidence satisfactory to the City that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to sign this Agreement. Prior to the execution of this Agreement, Developer, at its cost, shall provide a certified copy of its articles of organization, operating agreement and its resolutions and a certificate of status issued by the Wisconsin Department of Financial Institutions. Such formation documents and resolutions must be acceptable to the City and must show a state of facts as to ownership, management and control acceptable to the City.

(d) Prior to the execution of this Agreement, Developer shall provide a certificate of incumbency and resolutions or consents of its board, all of which resolutions and consents shall show that Developer has been duly authorized to enter into this

Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

(e) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement.

(f) Not later than April 1, 2022, the Developer shall provide to the City, all of the contracts and agreements necessary for construction and installation of any of the Required Offsite Improvements and City-Owned Improvements, all of which contracts and agreement must be reasonably acceptable to the City and show a state of facts acceptable to the City.

If all conditions contained in this section are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the City within the time, periods for satisfaction of such conditions as set forth above, or if the City fails to disapprove or object to any of the deliverables furnished by or performance of Developer as to such conditions within ten (10) business days of receipt by the City, then the above conditions shall be deemed satisfied. The City shall issue a certificate (the "Certificate") confirming that all of the above Conditions Precedent have been satisfied or waived, which can be relied on to confirm that the obligations in this section have been satisfied. If the City shall timely disapprove or object to the deliverables or performance of Developer specifying the reason(s) for which the matter is not satisfactory to the City, Developer shall have ten (10) business days to cure by resubmission of satisfactory deliverables or performance. In the event Developer does not timely resubmit or the resubmission is unsatisfactory to the City, the City, at its option, exercised in its reasonable discretion, may terminate this Agreement, by providing written notice to the Developer as provided herein, in which event, none of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, Developer shall pay all costs and expenses incurred by the City, up to a total amount of \$10,000, in connection with the Project and the preparation and negotiation of this Development Agreement, including without limitation, attorneys' fees and the fees of the City's outside financial consultant.

3. Representations and Warranties and Covenants of Developer. Developer represents and warrants to the City to the best of its knowledge, and covenants with the City as follows:

(a) All copies of preliminary cost estimates, and final costs of the Fast Track Improvements and agreements related to them, which Developer has furnished to the City are true and correct in all material respects. There has been no material adverse change in the cost estimates of the Fast Track Improvements since the date of the last cost estimate furnished by Developer to the City.

(b) Developer has paid, and will pay when due, all property taxes on the Property prior to any such taxes becoming delinquent.

(c) Developer will pay for all work performed and materials furnished for the Required Offsite Improvements, which upon completion, final inspection and acceptance by the City, shall be dedicated to the City, or State of Wisconsin, as applicable. City

confirms this Required Offsite Improvements work is not subject to any public bidding requirements, but that Developer's contractor shall provide notice to the City 3 days prior to commencement of that work, in order to allow the City to inspect the work.

(d) No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Developer is a duly organized Wisconsin limited liability company and is duly formed and validly existing and has the power and has or will have all necessary licenses and permits to own the Property and to carry on its business at the Property.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary board action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's formation documents nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting the Project of Developer's interest in the Project.

(i) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement.

(j) Prior to completion of the Project, Developer will not sell, transfer or convey the Property except to an Affiliate who shall take title subject to this Agreement. This shall not prevent the mortgaging of the Property.

(k) Construction of Project shall commence not later than the date required by the Building and Site Plan approved listed in the Approved Plans. The building on the Property will be deemed completed upon occurrence of all the following: a certificate of occupancy is issued by the appropriate governmental authorities for all spaces intended to be occupied.

(l) Developer will cause the Project to be completed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules,

regulations and ordinances, all building codes and ordinances of the City and County, all environmental laws, rules, regulations and ordinances, and all terms and conditions of this Agreement.

(m) Developer will cause the City Owned Improvements to be constructed in a good and workmanlike manner and substantially in accordance with the Approved Plans for the Project as approved by the City and the State of Wisconsin, and will promptly correct any defects, structural or otherwise, in construction or deviations from the Plans for the Project. Construction of the City Owned Improvements shall be completed free of all liens and encumbrances except for those liens and encumbrances permitted by this Agreement, and lien waivers for the City Owned Improvements shall be submitted to the City as a condition precedent to its acceptance of dedication of such improvements, and as reimbursement to Developer for the costs of the City Owned Improvements.

(n) The Developer understands that the permitted uses for the Project are as enumerated in the TC Zoning District of the City of Mequon, as modified by the PUD, and agrees to use the Project in compliance with this zoning.

(o) The representations and warranties contained herein shall be true and correct at all times during the term of this Agreement.

4. Covenants of City. The City covenants with the Developer as follows:

(a) City will expeditiously provide to Developer and its lenders such information as is reasonably requested by them, City will provide Developer's lender(s) such estoppel certificates and other assurances as may be reasonably requested of City.

(b) The City shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications as expeditiously as possible, taking into account applicable laws, rules, regulations and ordinances.

(c) Subject to the verification of the costs incurred by Developer/Owner for the Fast Track Improvements (as defined herein) in accordance with Section 4(c)(vii) below, the City, through TID No. 3 shall provide the Fast Tract Incentive to the Developer to offset part or all of the site repair and demolition costs (the "Fast Track Improvements"), as indicated and described in the Fast Track Improvements Cost Breakdown appended to this Agreement as Exhibit D, in the manner provided herein, and subject to the following terms, conditions and procedures.

i. In the event, Developer completes construction of the Project in the time and manner required herein, the City agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein (the "MRO"), in the amount of the Fast Track Incentive. The total amount of the Fast Track Incentive shall be calculated using the total project gap, defined to be the "Base Improvement Value" (as shown on Exhibit D) plus the Developer's actual

costs of completing the Fast Track Improvements. Based upon the current value projections, and exclusive of the 5% incentive, the total potential incentive would be \$710,687 (based on an estimated Completion Value of the Project being \$6,775,000). However, Developer understands and agrees that, based on the remaining life of TID No. 3, there is not sufficient time to recover the maximum potential incentive and instead the total Fast Track Incentive shall be equal to four years of annual installments called for hereunder, except that if the Project is completed not later than December 31, 2022, then the Fast Track Incentive shall be equal to five years of annual installments. The total Fast Track Incentive shall be paid from an amount equal to 60% of the Available Tax Increment generated by the Project in annual instalments in accordance with the payment schedule attached hereto as Exhibit H (the "MRO Repayment Schedule"). The obligation to make such payments shall terminate as provided in Section 4(c)(vi) and (viii) below, or at the earlier of the end of the currently remaining life of TID No. 3 or the date the full Fast Track Incentive has been paid to Developer or as provided in Section 12 below. The Municipal Revenue Obligation shall not bear interest and shall be a project cost of TID No. 3.

ii. In addition to the logs and reports to be provided to the City pursuant to Section 2(h), Owner/ Developer will provide notice to the City when the Project site excavation is complete and before the excavation is refilled, to allow the City to verify the amount of excavation and condition of the soils.

iii. Payments on the Municipal Revenue Obligation shall be payable solely from the Special TID NO. 3 Fund, and only to the extent that the City shall have received as of such payment date Available Tax Increment generated by the Property and the Personal Property, and no MRO Default shall have occurred, and shall not be an obligation of or a charge against the City's general credit or taxing power.

iv. After the Project Completion Date, for Available Tax Increment paid by Developer and collected by the City in the year in which the tax bill is generated or by the following July 31st, the payment date for the Municipal Revenue Obligation shall be September 1st. By way of example, if the Project shall be completed and the Personal Property fixtures and equipment installed and fully assessable on or before January 1, 2024, then the tax bill generated in December 2024 and paid by Developer on or before July 31, 2025 will result in a Fast Track Incentive payment to Developer on September 1, 2025. All obligations for payment of the Municipal Revenue Obligation shall terminate with the end of the final year of TID No. 3 as provided in Section 66.1105, Wisconsin Statutes, or may be sooner terminated as provided in accordance with this Section 4 or Section 12 below.

v. Developer understands and agrees that the Municipal Revenue Obligation of City hereunder will be payable only to the extent that there exists Available Tax Increment as defined herein and generated pursuant to Section 66.1105, Wisconsin Statutes with respect to the Property and Personal Property,

and no MRO Default has occurred under this Agreement, and will never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Section 66.1105, Wisconsin Statutes.

vi. To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding balance of the Municipal Revenue Obligation at any time. The prepayment option is available to provide the City the option of early termination of TID No. 3.

vii. Upon completion of the Fast Track Improvements, Developer will provide to the City's independent financial consultant all contracts, costs, books and records pertaining to the Project as a whole, and for the Fast Track Improvements to verify actual Project and Fast Track Improvements costs incurred. City assumes no obligation to Developer for the sufficiency or adequacy of such reviews, it being acknowledged that such reviews are made for the sole and separate benefit of City. Any and all notes and copies of records made by or on behalf of the City related to such reviews shall be treated as confidential to the full extent permitted by law. The fact that City may make construction reviews shall in no way relieve Developer from its duty to independently ascertain that the construction of the Project is being completed substantially in accordance with the approved Plans.

viii. If the Project taken as a whole fails to generate at least \$3,000,000 in new tax value above the Tax Increment Base, then the Developer shall not qualify for the Fast Track Incentive, In such case, City and TID No. 3 shall be under no obligation to provide the Fast Track Incentive to Developer, City shall provide Developer notice of the termination of this obligation, the Guaranteed Tax Increment obligation in Section 12 below shall terminate, and the Tax-Exempt Covenant in Section 11 below shall terminate.

ix. Notwithstanding this above, and as illustrated in the MRO Payment Schedule, with the exception of the final annual payment, no annual payment of the Fast Track Incentive (a "Scheduled Payment") may exceed 60% of the Available Tax Increment generated by the Property and the Personal Property, charged on the real and personal property tax bill issued in the prior year (the "60% Limit"). Therefore, if there is insufficient Available Tax Increment in any year to pay the Scheduled Payment out of 60% of the Available Tax Increment, the deficiency shall be deemed a "Shortfall". If in a later year, 60% of the Available Tax Increment is greater than the regularly Scheduled Payment, the amount in excess of the Scheduled Payment but not exceeding the 60% Limit, shall be paid to Developer for the oldest Shortfall first, to the extent such amounts are available and until all Shortfalls are paid. The final year payment shall be a balloon payment equal to the total amount outstanding amount of the Fast Track Incentive less any payments made pursuant to the terms of this Agreement, provided that the total Available Tax Increment and total Differential Payment(s) (defined in Section 12) collected over the term of this Agreement is sufficient to cover the amount of the Fast Track

Incentive, Under no circumstance shall the City pay more to the Developer than the total amount of (i) Available Tax Increment generated by Project and (ii) any Differential Payment(s) collected by the City during the term of this Agreement.

x. If the total costs for the Fast Track Improvements actually incurred by Developer for the Project taken as a whole are less than \$710,687, then the City may adjust the percentage of Available Tax Increment to be used for the Scheduled Payment to an amount that is less than the 60% Limit (such new amount is the "Adjusted Annual Percentage"), and the City shall negotiate the Adjusted Annual Percentage in good faith with Developer. Nothing in this Section 4(c)(x) shall result in a change to the amount of the Fast Track Incentive.

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

(a) Developer shall fail to pay any amounts due from it under this Agreement on or before thirty (30) days following notice of nonpayment when due; or

(b) Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given and not curable; or

(c) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from the City); or

(d) Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(e) Developer shall cease to exist; or

(f) A default shall occur under any other documents executed with and delivered to the City in connection with the Project, and remain uncured within in 60 days following notice thereof from the City.

6. Remedies.

(a) Upon the occurrence of any Default by Developer, without further notice, demand or action of any kind by the City, the City may, at its option, pursue any or all of the rights and remedies available to the City at law and/or in equity against Developer and/or the Project, except that, as provided in Section 6(b) below, the City shall only have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement, as stated therein. Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

(b) Notwithstanding anything contained herein to the contrary, acknowledging that the remedy of stopping payment to Developer or its permitted assigns, of amounts otherwise due it under the MRO is a heavy penalty which should not be invoked for a small and immaterial default, or a material, but curable default provided Developer is diligently pursuing a cure of the default, the parties hereto agree that no default hereunder shall result in the termination of the City's obligations to pay the Fast Track Incentive under the MRO except for a MRO Default, which shall be defined as a default under the provisions of Section 6(a) above regarding warranties or representations which are not curable, or a default of the Tax-Exempt Covenant or under the Guaranteed Tax Increment below, which are not paid within 30 days after notice from the City. Except for an MRO Default, no default shall cause the termination or postponement of the City's obligation to perform any one or more of its obligations under the MRO including, but not limited to, any payment obligations on the MRO. In the event of an MRO Default, the City may immediately with only concurrent, but not prior notice to Developer, suspend its obligation to make any further payments on the MRO. Further, the termination of City's obligation to make payments under the MRO shall not terminate City's obligation to reimburse Developer for the City Owned Improvements provided that Developer satisfies all requirements with respect to same.

7. Costs. All reasonable fees, costs and expenses incurred by the City, including that for City staff time and attorneys and consultant's fees, expended and incurred in connection with the negotiation, preparation and drafting of this Agreement, and all documents and agreements executed in connection therewith, as well as the inspection and approval of all deliverables relating

to authority, and any other considerations necessary to creation of this Development Agreement, which are required to be provided the City, shall be paid by Developer in an amount not to exceed \$10,000. Said amount shall not include, and shall be in addition to amounts which Developer shall be obligated to pay for plan reviews, permitting, and inspections which shall be separately charged by the City at the usual and customary rates. The Developer shall pay all costs and expenses associated with the enforcement of the City's rights against Developer under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Developer, shall be paid by Developer to the City within 30 days of demand by the City.

8. City's Right to Cure Default. In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project, the City shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Developer to comply with the documents, contracts or agreements affecting the Project, and, in that event, the cost thereof shall be payable by Developer to the City.

9. Parking. Developer understands and agrees that it shall be Developer's obligation to provide adequate parking for the Project complying with all applicable laws, rules, regulations and ordinances, and in conformity with the site plan which is included within the Approved Plans.

10. Signage. All signage installed at the Project, both during construction and after completion of the Project, must comply with all applicable laws, rules, regulations and ordinances, and shall conform to the sign plan included in the Approved Plans. All signage shall be maintained, repaired and replaced as necessary to ensure it remains in good order by Developer at its expense.

11. Real Estate Taxes and Assessments.

(a) Developer agrees to pay before delinquent all generally applicable real and personal property taxes assessed and levied against the Property and the Personal Property by the City under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(b) In addition, Developer agrees to pay timely to the City all special assessments as may be assessed or levied in connection with the Project under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied, but any special assessments or charges to be paid in connection with the initial construction of the Project are as shown on Exhibit E.

(c) Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property

taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation (the "Tax-Exempt Covenant"). The provisions of the Tax-Exempt Covenant shall be included in the Memorandum of Development Agreement which is attached hereto as Exhibit F, which Tax-Exempt Covenant will run with the land and will be binding upon the Developer and the Property and/or lessee and/or mortgagee of all or any portions of the Property, and then successors and assigns, but only until the earlier of the expiration of the currently remaining term of the TIF District, or the date on which the full Fast Track Incentive amount has been paid to Developer. In the event a court finds this Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then Developer and its successors and assigns shall make a payment in lieu of taxes to the City, equal to the amount of taxes that would be due if the Property or owner was not tax exempt, but if Developer pays the Differential Payment required in Section 12 below, no amount shall be due hereunder.

12. Guaranteed Tax increment. Developer guarantees that the equalized value of the Property plus Personal Property will be not less than the estimated "Completion Value" of \$6,775,000 in and for tax year 2024 and each subsequent year thereafter, such guaranty ending with the earlier of (i) the expiration of the currently remaining term of the TID No. 3, (ii) the date on which the full Fast Track Incentive amount has been paid to Developer, or (iii) the termination of this Agreement. In the event the equalized value of the Property and the Personal Property fails to meet the Completion Value in any year following the Completion Date during the term of this Agreement, as a result of an Unrepaired Casualty as defined below, or in the event the equalized value falls below the minimum eligibility for the Fast Track Incentive program of \$3,000,000 for any reason other than Unrepaired Casualty, then this Agreement shall terminate if the Developer fails to make any Differential Payment required below. An "Unrepaired Casualty" shall be defined to exist if the Property and Personal Property are damaged in a material amount by a casualty, and Developer has not rebuilt the improvements and restored the personal property to a combined equalized value of at least the Completion Value, within 12 months after the date of loss. Developer covenants to keep the Property and Personal Property insured under commercially reasonable policy or policies of insurance in amounts adequate to pay for the rebuilding in the event of a total loss of the insured improvements and personal property. However, if Developer does build the improvements with an equalized value of at least the Completion Value as of the Project Completion Date, and, other than in the case of an Unrepaired Casualty, the equalized value in any subsequent year covered by this Agreement shall be less than the Completion Value in any given tax year, City shall submit a bill to Developer, for the differential in such tax year ("Differential Payment"). The Differential Payment shall be equal to the amount the City would have billed Owner for real and personal property taxes assessed and levied against the Property and the Personal Property in a given year had the Completion Value been achieved less the actual property taxes assessed and levied against the Property and the Personal Property for the year. Such a billing shall be submitted to Developer by the City Treasurer by December 31st of the relevant tax year and shall be paid in full by Developer, without interest thereon, by March 31st of the following year. If not fully paid when due, the amount remaining unpaid on and after April 1st of the following year shall accrue interest at the statutory rate prescribed for delinquent real and personal property taxes until fully paid.

13. Indemnification. Developer hereby indemnifies, defends and covenants not to sue and holds the City (which for the purposes of this paragraph includes the persons/entities referenced in Section 18 below) harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any material violation by Developer at the Project or on the Property of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

14. City Owned Improvements. The City Owned Improvements shall be constructed and installed in accordance with the Approved Plans. The City Owned Improvements shall at all times be subject to City inspection and approval and the City shall not be required to accept dedication and conveyance of the City Owned Improvements unless the City Owned Improvements have been constructed in a good workmanlike manner, in accordance with the City-approved plans for the City Owned Improvements, are warranted against defects as provided herein, and otherwise in a condition reasonably acceptable to the City. Following approval by the City of the completed City Owned Improvements, the City Owned Improvements shall be dedicated and conveyed to the City, at no cost or expense to the City other than the costs therefor which shall be reimbursed to Developer as provided in Sections 1(f) and 3(m). The Developer shall provide to the City from the Developer and all contractors and consultants involved in connection with the construction and installation of the City Owned Improvements, a two-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer shall also provide to the City as-built construction records for the City Owned Improvements in an electronic format acceptable to the City,

15. Security for Guaranty Obligation. Following final completion of the City Owned Improvements, Developer will provide the City with a latent defects guarantee for City Owned Improvements in the form of a cash hold-back by the City in an amount equal to 4% of the aggregate total contract cost of such City Owned Improvements. The guarantee shall insure against defects in construction, materials and workmanship, for a period of two years following the date on which all of the City Owned Improvements have been accepted by the City. The guarantee must

be in form and content acceptable to the City, and shall contain procedures for warranty claims to be made against the holdback. Any hold back funds not applied to correct defective materials or work during the two year guaranty period or which are awaiting disbursement for work contracted or to be contracted to cure such defects arising during the warranty period, shall be refunded to Developer within thirty (30) days following the expiration of the guaranty period.

16. Fire and Safety Hazards. Developer agrees to construct the Project in conformance with all fire and safety standards specified by applicable law.

17. Nondiscrimination. The City and Developer agree that Developer shall not use the Project in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap or national origin, and that the construction and operation of the Project shall be in compliance with all federal, state, and local laws, rules, regulations and ordinances relating to discrimination or any of the foregoing, and any lease for any portion of the Project will include this obligation.

18. No Personal Liability. Under no circumstances shall the City, or any officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

19. City Authorization. The execution of this Agreement by the City was authorized by Resolution No. _____ of the Mequon Common Council adopted on February 8, 2022, which also authorized the City Attorney and City Director of Community Development to finalize the wording of this Agreement, the Exhibits hereto, and the documents required herein, and authorized the parties signing below to sign the Agreement and related agreements, on behalf of the City.

20. Miscellaneous.

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of City and Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing, but the City Attorney and City Director of Community Development are authorized to approve non-substantive and non-material changes to this Agreement, the Exhibits and the agreements required herein, without further City Council Action.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to the City:

City of Mequon
11133 North Cedarburg Road
Mequon, WI 53092
Attention: City Administrator

With a copy to:
City Attorney
Community Development Director
Public Works Director

If to the Developer:

P2 Development Company LLC
524 Technology Way
Saukville, WI 53080
Attn: Robert Bach

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. The City Attorney and City Director of Community Development have the authority to replace Exhibits to this Agreement with updated Exhibits initialed by the Developer and the City, as updated versions of those Exhibits are approved by both parties. It is intended that Exhibit B, the List of Approved Plans, will be those as approved and on file, for the entirety of the project as on file with the Department of Community Development.

(f) This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant

to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) Time is of the essence of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) This Development Agreement shall terminate upon the latest to occur of the following: (i) the conveyance of the City Owned Improvements to the City; (ii) the completion of the Project as described above; (iii) receipt by the City of all payments it is

entitled to pursuant to this Development Agreement; (iv) the receipt by Developer of all payments it is entitled to pursuant to this Development Agreement and the MRO.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, prior to the recording of any other mortgage on the Project, it being understood by the parties that until termination of this Agreement as set forth above, this Agreement will run with the land and will be binding upon the Property and the Project and any Developer and/or lessee and/or mortgagee of all or any portions of the Property and the Project and their successors and assigns,

(o) Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(p) All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

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EXHIBIT A:

11040 and 11110-11112 North Buntrock Avenue

EXHIBIT B:

Approval Plan Set and All Other Plans as Approved and On File with the Department of Community Development

Required Off-Site Improvements (all infrastructure to serve site as part of the Developer Build and Contribute and as part of Approved Plan Set)

All required public improvements as shown in the Approved Plan Set including but not limited to the following:

Public Sidewalk

Public Streetscape

Public Parking

EXHIBIT C:

Public water connection(s)

Public sewer connection(s)

Removal/relocation/installation of utilities and utility structures including but not limited to electric, cable, telephone, lighting, fiber optic and gas.

Grade modification and restoration within the Buntrock Avenue right-of-way.

Stormwater controls and BMP's

EXHIBIT D:
P2 Development Company Fast Track Formula

FAST TRACK FORMULA: P2 Buntrock TownHomes					
Base Improvement Value					\$353,700
Site Demolition & Repair					\$356,987
Total Cost of Gap					\$710,687
New Development Value					\$6,775,000
5% Incentive					\$321,065
Total City Incentive					\$1,031,752

EXHIBIT E:
Special Assessments

None

EXHIBIT F:
MOU of Development Agreement

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EXHIBIT G:
City-Owned Improvements

None.

EXHIBIT H:
MRO Repayment Schedule

September 1, 2025	The lesser of the Scheduled Payment or 60% of the Available Tax Increment
September 1, 2026	The lesser of the Scheduled Payment or 60% of the Available Tax Increment
September 1, 2027	The lesser of the Scheduled Payment or 60% of the Available Tax Increment
September 1, 2028	The lesser of the unpaid balance of the Fast Track Incentive or 60% of the Available Tax Increment



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Finance-Personnel Committee
FROM: Kim Tollefson, Director of Community Development
DATE: February 8, 2022
SUBJECT: RESOLUTION 3917 A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Allowing for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development

Background

Foxtown Ventures, owners of the Town Center Foxtown Master Planned Project, City staff and legal counsel are continuing to discuss the necessary amendments and contingencies of the development agreement. On December 14, 2021, through Resolution #3902, the City declared both parties would remain in compliance through February 2022, in order to provide an opportunity to review issues related to the Tax Increment District (TID) #3, and the City's satisfaction of progress to date has been made. Both parties wish to table this item with an extension through March 2022 and plan to return with a finalized agreement at the March Finance & Personnel Committee meeting.

Recommendation

A recommendation is forthcoming from the Finance & Personnel Committee on February 8, 2022.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3917

A Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Allowing for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development

RECITALS

A. The Common Council granted approval of Resolution 3554 for the Foxtown Center Development Agreement to allow for infrastructure improvements and a Town Center TIF Incentive on September 11, 2018.

B. A First Amendment to the Development Agreement provided an adjustment to the timing and completion of phasing and public improvements.

C. A Second Amendment to the Development Agreement provided an exemption for default by either party subject to consideration of timing and completion of certain phases.

D. A Third Amendment to the Development Agreement extends certain deadlines desired by the Developer and adds certain terms desired by the City in consideration of the extensions.

E. The Finance & Personnel recommended approval of the Third Amendment to the Development Agreement, which is attached as Exhibit A, on February 8, 2022.

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

1. The Third Amendment to the Foxtown Center Development Agreement in substantial conformity with the form attached to this Resolution subject to any clerical, typographical or technical changes deemed necessary by the City's legal counsel is approved.

2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: February 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Marie Keyser, Assistant to the Finance Director
DATE: February 8, 2022
SUBJECT: 2021 YTD Investment Report as of 12/31/2021

Background

The City of Mequon Investment Policy requires that the Finance - Personnel Committee receive quarterly investment reports. The purpose of this report is to provide a means for committee members and staff to regularly review and monitor the City's investment position, and to demonstrate compliance with the City's Investment Policy.

The City is continuing to invest pursuant to the Investment Policy. The City's long-term funds are invested in a variety of instruments managed by Dana Investment Advisors. These investment instruments include US Agencies, corporate bonds, and mortgage-backed securities. The primary focus and order of priority is safety and preservation of principal, liquidity, and attaining a market rate of return.

The investments controlled by Dana, saw a quarterly end market value of \$9,202,223. After four quarters, this is a decrease of \$18,393 from the 2020 year-end balance. This 0.20% decrease is related to a change in unrecognized gains/losses. For comparison, the portfolio realized an increase of \$35,490 during the four quarters of 2020. The three-year treasury at the end of the fourth quarter was 0.97%. The quarter-end weighted averages for the City's portfolio are:

	Qtr 1 2021	Qtr 2 2021	Qtr 3 2021	Qtr 4 2021
Average Yield to Maturity (%)	0.82	0.67	0.83	1.11
Average Maturity (Years)	3.90	3.51	3.86	3.54
Average Coupon (%)	2.01	1.88	1.74	1.63

The report also includes the City's cash position at the end of the fourth quarter. The City recognized \$45 of interest revenue in the three months ending December 31, 2021. Interest revenue saw a decrease of 97.6% from revenue recognized during the third quarter of 2021 due primarily to the WISC/PMA - Money Market Water account receiving negative interest the past several months.

It is staff's determination that for the quarter ended December 31, 2021, the City's individual portfolios and the combined portfolio continue to comply with both the City's investment policy and Wisconsin State Statue 66.0603.

Recommendation

None

Attachments:

City of Mequon__12 31 2021_Part1 (PDF)

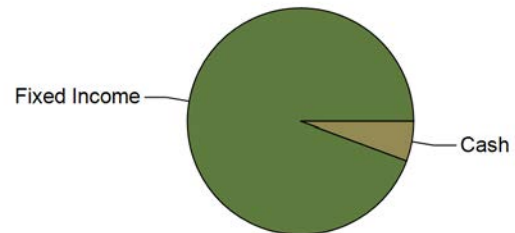
Quarterly Investment Report 12-31-21 (PDF)

From: September 30, 2021 to December 31, 2

Portfolio: 3876 - City of Mequon

Portfolio Allocation Summary

	Market 12/31/21	% of Assets	Estimated Income	Current Yield
Cash	519,353	5.7	44	.01
Fixed Income	8,682,870	94.3	147,965	1.71
Total Portfolio	9,202,223	100.0	148,009	1.61



Account Activity Summary

Portfolio Value on 09/30/2021	\$9,253,095.66
Contributions/Withdrawals	(\$2,790.86)
Investment Income	\$39,239.06
Unrealized Gain/Loss	(\$57,425.21)
Realized Gain/Loss	(\$27,026.52)
Change in Accrued Income	(\$2,868.95)
Portfolio Value on 12/31/2021	\$9,202,223.18
Total Gain	(\$48,081.62)
Annualized Cash Flow Yield	0.58 %

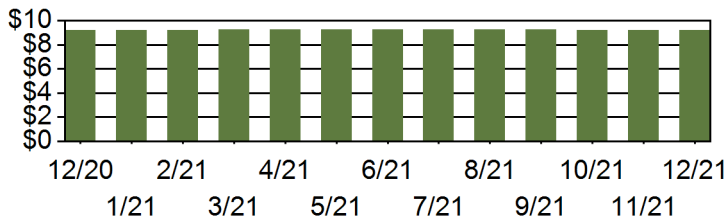
Performance Summary-Time Weighted Returns

Portfolio Performance (%) Gross of Fees

	Quarter To Date	Latest 12 Months
Total	-0.52	-0.08
BofAML 1 Year Treasury Note	-0.18	-0.07

12mo Earned Yield **1.17 %**

Account Value (\$) Over Last 12 Months



The equity markets closed 2021 with a stellar quarter as some supply chain constraints eased and the Federal Reserve provided a clearer picture of monetary policy in the coming quarters. Investor concerns that inflation would continue to increase have lessened even as the Omicron variant of COVID-19 remains a global crisis. In addition, the volatility brought on by the day trading of retail traders in early 2021 has subsided and allowed for a more palatable market environment for long-term investors. The S&P 500 Index gained 11.03% during the quarter. Growth stocks outperformed value stocks during the period as the Russell 1000 Growth Index gained 11.64%, while the Russell 1000 Value Index gained 7.77%. Small cap and international stocks lagged during the quarter as the Russell 2000 Index posted a gain 2.14% and the EAFE Index returned 2.69% during the period.

Fixed income investors experienced a relatively weak fourth quarter on a total return basis with negative returns in the short and intermediate parts of the curve as yields increased during the period. This resulted in the 1-10 Year Govt/Corp Bond Index declining -0.53% in Q4 and -1.34% for 2021. Federal Reserve Chairman Jerome Powell has stated the need for a methodical tapering process to reduce asset purchases, as well as an increased potential to move up the start date of rate hikes in 2022 in order to combat elevated inflation. Presently, the survey of Fed governors show the majority of participants believe the first Fed Funds rate hike is likely to occur in the spring of 2022. It's important to keep in mind that these developments are positive for fixed income investors in the long run, as they signal a return to more normal long-term yields while the economic recovery continues. In the short term, rising rates make for a challenging market environment, but so far, yield curve increases have been measured. We believe actively managing a well-diversified, high-quality, core fixed income portfolio allows interest to continue to compound as rates move higher and allows us to position portfolios for a new era of interest rates.

2021 marked a global economy in the process of a slow return to a new normal as COVID-19, and several variants of the virus, waxed and waned throughout the year. Vaccines and antiviral treatments have been developed and distributed globally, allowing for the elimination of the dramatic lockdowns we saw in the early stages of the pandemic. As a result, the economy has picked up and consumers have shown a willingness to spend. With the stock market near all-time highs and the bond market facing a rising-rate environment, it is important to be prudent in the investment decision making process and focus on opportunities that offer an appropriate amount of return potential for the risk being taken. 2022 shows the potential for expanded employment and corporate profits as successive waves of the virus become less impactful. We continue to see benefits of our time-tested investment process and believe a long-term view is appropriate and that investors that invest in companies with sound fundamentals will be rewarded in due time. Thank you for the confidence you have placed in Dana Investment Advisors, and please contact us with any questions or changes in your investment objectives.

Cash/Money Market Accounts Quarter Ending 12/31/2021

	Beg Balance	October				November				December				Quarterly % Change
		<u>Interest</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Ending Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Ending Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Ending Balance</u>	
General Bank Accounts														
Checking	4,730,923.76	-	1,434,828.64	2,481,046.71	3,684,705.69	-	1,425,573.55	2,300,988.07	2,809,291.17	54.49	3,443,298.82	2,552,780.92	3,699,863.56	-21.8
Payroll	228,157.53	-	475,677.22	702,834.75	1,000.00	-	461,140.76	461,140.76	1,000.00	-	612,352.36	612,352.36	1,000.00	-99.6
EMS	466,647.50	-	82,409.51	-	549,057.01	-	59,109.35	-	608,166.36	0.01	48,311.95	655,597.60	880.72	-99.8
Revolving Loan	456,805.57	18.20	5,620.20	-	462,443.97	20.47	18,441.11	2,955.00	477,950.55	18.83	29,105.88	102,280.00	404,795.26	-11.4
Total Gen Bank Accts	5,882,534.36	18.20	1,998,535.57	3,183,881.46	4,697,206.67	20.47	1,964,264.77	2,765,083.83	3,896,408.08	73.33	4,133,069.01	3,923,010.88	4,106,539.54	-30.2
Money Markets														
Money Market	10,958,624.06	522.41	-	-	10,959,146.47	576.48	-	-	10,959,722.95	536.07	655,597.60	1,955,597.60	9,660,259.02	-11.8
Property Tax	-	-	-	-	-	-	-	-	-	369.69	26,841,946.64	16,722.54	26,825,593.79	0.0
Property Tax 2	-	-	-	-	-	-	-	-	-	65.11	5,363,636.34	11,667.02	5,352,034.43	0.0
Total Money Market	10,958,624.06	522.41	-	-	10,959,146.47	576.48	-	-	10,959,722.95	970.87	32,861,180.58	1,983,987.16	41,837,887.24	281.8
Other Accounts														
LGIP	51,946.48	17.89	387,926.62	-	439,890.99	37.43	302,294.70	-	742,223.12	23.17	-	742,000.00	246.29	-99.5
Money Market - Water (V	1,250,485.27	(1,273.53)	-	-	1,249,211.74	(578.87)	-	-	1,248,632.87	(363.06)	-	328,011.17	920,258.64	-26.4
	-													
Total Other	1,302,431.75	(1,255.64)	387,926.62	-	1,689,102.73	(541.44)	302,294.70	-	1,990,855.99	(339.89)	-	1,070,011.17	920,504.93	-29.3
Grand Total	18,143,590.17	(715.03)	2,386,462.19	3,183,881.46	17,345,455.87	55.51	2,266,559.47	2,765,083.83	16,846,987.02	704.31	36,994,249.59	6,977,009.21	46,864,931.71	158.3

Notes

Checking account ending balance is "bank balance." As of 12/31/21, there are \$1.37M of outstanding checks on the book balance

EMS, Revolving Loan & LGIP accounts - withdrew majority of balances and put into Checking account

Property Tax Breakdown:	Mequon Gen Fund	6,392,421	20%
	Mequon TIF	1,003,081	3%
	Mequon Sewer	3,001,989	9%
	Tax Fiduciary	21,780,137	68%
	12/31/21 Tax Cash	32,177,628	

Money Market - Water - withdrew \$328K as 2009 water bond was paid off and did not have to keep that much money in that account anymore

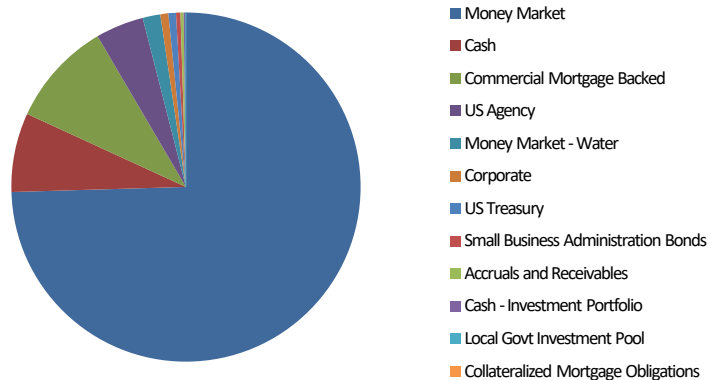
Attachment: Quarterly Investment Report 12-31-21 (7032 : 2021 YTD Investment Report as of 12/31/2021)

City of Mequon

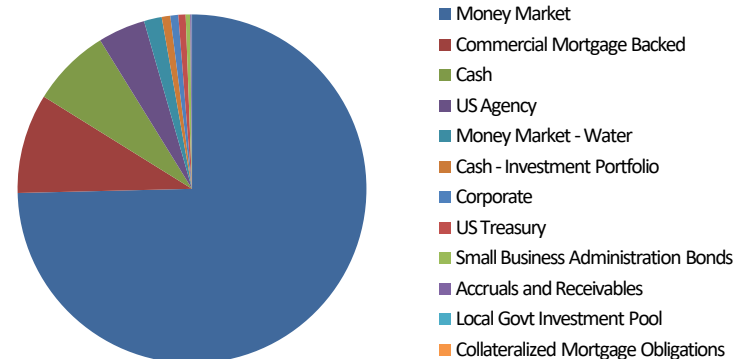
Distribution by Security Sector - Market Value

Security Sector	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
Cash - Investment Portfolio	121,277.79	0.44%	441,232.01	0.79%
US Agency	2,494,467.00	9.11%	2,468,016.25	4.40%
US Treasury	383,305.50	1.40%	380,449.22	0.68%
Corporate	416,904.00	1.52%	411,704.00	0.73%
Commercial Mortgage Backed	5,445,588.05	19.88%	5,177,838.99	9.24%
Collateralized Mortgage Obligations	-	0.00%	-	0.00%
Small Business Administration Bonds	228,145.98	0.83%	225,078.38	0.40%
Accruals and Receivables	163,178.17	0.60%	97,904.33	0.17%
Cash	5,882,534.36	21.47%	4,106,539.54	7.32%
Money Market	10,958,624.06	40.00%	41,837,887.24	74.62%
Local Govt Investment Pool	51,946.48	0.19%	246.29	0.00%
Money Market - Water	1,250,485.27	4.56%	920,258.64	1.64%
Total	27,396,456.66	100.00%	56,067,154.89	100.00%

Portfolio Holdings as of 9/30/2021



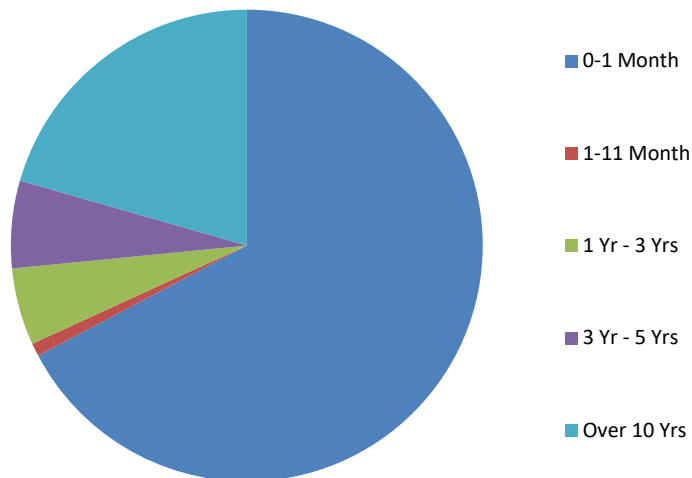
Portfolio Holdings as of 12/31/2021



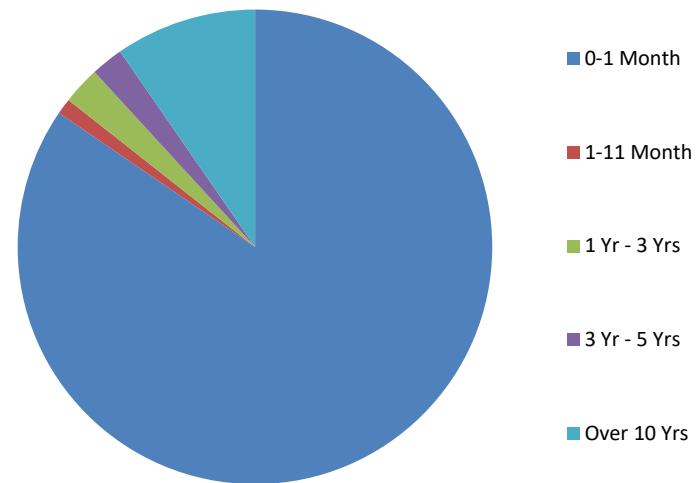
City of Mequon Distribution by Maturity - Market Value

Security Sector	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
0-1 Month	18,428,046.13	67.26%	47,404,068.05	84.55%
1-11 Month	248,147.08	0.91%	596,065.24	1.06%
1 Yr - 3 Yrs	1,445,445.00	5.28%	1,446,399.90	2.58%
3 Yr - 5 Yrs	1,644,969.50	6.00%	1,230,876.35	2.20%
Over 10 Yrs	5,629,848.95	20.55%	5,389,745.35	9.61%
Total	27,396,456.66	100.00%	56,067,154.89	100.00%

Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021





11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-242-3100
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Community Development

TO: Finance-Personnel Committee
FROM: Kim Tollefson, Director of Community Development
DATE: February 9, 2022
SUBJECT: RFP (Request for Proposal) for Design Services for Port Washington Road Streetscaping

Background

Over the last year the Economic Development Board has been exploring a number of different options that would help spur redevelopment along south Port Washington Road. At the November 16th meeting, the Board recommended to the Common Council that existing and future unallocated increment in TIF Districts #4 and #5 should be used for the planning and implementation of public improvements along the Port Washington Road corridor from County Line Road to Mequon Road. The recommendation includes the hiring of a consultant to look at design alternatives related to the installation of new lighting, landscaping, signage, and other public amenities. As of 2021, the two TIF districts combined have approximately \$1,000,000 in unallocated increment. In addition, the Port Washington Ad Hoc Design Committee, at their December 9, 2021, meeting also recommended that the City should hire a consultant to design streetscaping improvements along Port Washington Road.

Request For Proposals

The attached Request for Proposal was created in response to the recommendations of both the Economic Development Board and the Ad Hoc Committee. The RFP for design services will go out on February 4th with responses due back by March 10th. Review of the submittals will be done by staff and the Ad Hoc Committee with the goal of having the design contract in front of Common Council by April 12, 2022.

Attachments:
RFP Design Services (DOC)



City of Mequon
TID #4 and #5 Public Improvements
Request for Proposals
Design Services for Port Washington Road Streetscaping

Attachment: RFP Design Services (6990 : RFP PW TIDs Streetscape)

Prepared by: Jac Zader

Date: 02/08/22

1 INTRODUCTION

The City of Mequon is requesting proposals from qualified firms to provide conceptual streetscaping plans for the Port Washington Road Corridor; from Mequon Road to County Line Road, including the intersection of Mequon and Port Washington Road and gateway area along Mequon Road, and from the I-43 exit ramp as shown on Exhibit A. In addition, after successful selection and completion of the conceptual plan, initiate and complete construction plans, specifications, and construction estimate.

Please note that Port Washington Road is under the jurisdiction of Ozaukee County, therefore the final design must adhere to county road requirements.

2 BACKGROUND

The goal of these improvements are to help establish a strong identity and create an enduring sense of place which will incorporate expressions of Mequon's history and culture. Additionally, the improvements will serve as a catalyst to attract private investment and to help spur economic development.

3 SCOPE AND OBJECTIVES

The major elements of work include the evaluation, analysis and design of the corridor and the creation of a final plan to be approved by the Common Council including cost estimates for both installation and annual operation and maintenance requirements and final plan set for construction of the following:

1. Landscaping and Hardscape features.
2. Street and pedestrian scale lighting.
3. Wayfinding Elements and signage.
4. Any other Street Amenities including bike and pedestrian facilities.
5. Consideration of the City's existing adopt a median plan.

Task 1: Base Map

Utilizing aerial photographs, cadastral maps, topographic maps and other geographic data to create a base map of the corridor identifying existing infrastructure including the following:

- median islands
- right of way
- signage
- lighting
- utility infrastructure
- existing trees and other landscaping

Task 2: Concept Plans

Prepare a total of three concept plans for the corridor with varying degrees of intensity with cost estimates for all three options. The consultant shall attend at least five meetings to discuss the proposed concept plans as follows:

1. Kick off meeting with staff
2. Preliminary design meeting with Ad Hoc Committee

3. Design review with staff
4. Final design meeting with Ad Hoc Committee
5. Common Council Presentation

Task 3: Design Phase

Initiate and complete construction plans, specifications, and construction estimate.

Construction Management

The initial contract will be negotiated for the execution of design services. If authorized for construction, the City will negotiate a scope of services for construction management of the project. Preference will be given to the design firm.

4 EVALUATION CRITERIA

Evaluation of response to this request will be based upon the following criteria:

- a. Qualified candidates shall include a registered landscape architect with extensive experience in projects resulting in landscape architecture and urban design principles that transform major thoroughfares into a vibrant walkable neighborhood with pedestrian-scaled features and public spaces which provide social interaction, natural security, build economic and cultural value and provoke unique, sophisticated character and architecture.
- b. Provide examples of your firm's projects/designs which are of relevant and similar scale to Mequon's unique character yet introduced walkability, connectivity and a strong sense of community as a priority.
- c. Demonstrate experience in successfully designing streetscapes utilizing sustainable design practices.
- d. Express ability to create low maintenance designs which address the issue of resources/costs.

Please provide qualifications of the key staff persons to be assigned to project, list their scope of work within the project, their experience and any special skills. Six copies of proposal should be submitted, bound in some fashion and clearly indexed.

Proposals can be submitted titled: "TITLE" via mail directed to the attention of Jac Zader in a sealed envelope. Note that a second sealed envelope titled: "PRICING" must also be delivered and should include only the pricing for the services to be provided.

Please address the availability of staff and your firm's ability to complete the design and development of contract documents and plans in a time frame to allow for the bidding prior to ____TBD____ and construction of the project prior to ____TBD____

Responses are to be creative while being formatted in such a fashion as to make the evaluation as straight forward and efficient as possible. Failure to address any of the required evaluation criteria will result in the subject response being disqualified.

5 DESIRED DELIVERABLES

At a minimum the final project deliverable for this effort that will be required from the selected consultant team shall be: 1. A complete set of construction plans including plan, profile, and appropriate details. 2. A complete set of contract specifications to include all necessary bidding documents. 3. An accurate construction estimate. 4. An estimate of annual maintenance costs and level of expectation for operations (mowing, pruning, watering, etc.) 5. Development of applications for all necessary permits. 6. Other discretionary deliverables as determined by the City, 7. Provision of all information to the City in both hard copy and in an acceptable electronic format.

6 SELECTION PROCESS

A Quality Based Selection process will be utilized for the selection of the consultant team for this project. The review / evaluation team will be comprised of Kim Tollefson, Director of Community Development, Jac Zader, Deputy Community Development Director, Kristen Lundeen P.E., City Engineer and Director of Public Works and the Port Washington Road Ad Hoc Design Committee.

A two-step selection process will be used. The first step will consist of evaluation of qualifications and technical information submitted by the consultant team and will result in a short list of firms who are considered best qualified based upon the evaluation process described below. The second step will consist of opening of the priced proposals from the short-listed firms. Interviews will be scheduled with the top firms.

The individual criteria listed above will each be evaluated and scored independently by each team member as to how well the submitted request for proposals addressed those criteria. A total score is then established by summing the individual scores for each criteria. The team will then confer and decide upon the top firms to be asked in for an interview / presentation. Based upon the interview / presentation a top firm will be selected. A definitive project scope will then be jointly established by the City and the top selected firm. Once a definitive scope is agreed upon the selected firm will develop a fee proposal for performance of the project scope of services and tasks and submit the fee proposal to the City of Mequon for review. The City of Mequon and the selected firm will then meet to discuss, modify, and agree to the fee for performance of the project scope of services and tasks. Once a fee is agreed to a contract for the performance of the project scope of services and tasks will be jointly developed by the City of Mequon and the selected firm. Should the City of Mequon and the first selected firm fail to come to terms on a fee negotiation will be terminated and the City of Mequon will enter into negotiations with the next firm / consultant team.

7 SCHEDULE

The desired overall schedule for this endeavor is as follows:

January 18	Ad Hoc Committee review of RFP
February 1	Forward RFP to Ozaukee County for review and input
February 8	Finance and Personnel approval RFP
March 10	RFPs due to the City of Mequon
March 18	Selection of top firms / teams made
March 28-31	Interviews / Presentations

April 4-8	Project scope and fee established
April 12	Common Council approves design contract
May: Date TBD	Initial presentation to Ad Hoc Committee
June: Date TBD	Final presentation to Ad Hoc Committee
July 12	Common Council review and approval of design
August 30	Construction contract documents completed
September 15	Advertise project
December 13	City approves construction contract
Spring 2023	Contractor begins construction
Fall 2023	Construction substantially completed

8 SUBMISSION

Responses to this request shall be provided to Jac Zader, Assistant Director of Community Development no later than ____TBD_____. Questions pertaining to this request can be submitted up until two weeks prior to the submission deadline and will be responded to three days prior to the submission deadline. Questions shall be directed to either Jac Zader at 262-236-2904 or jzader@ci.mequon.wi.us or Kristen Lundeen, City Engineer at 262-236-2933 or klundeen@ci.mequon.wi.us.

2022 Finance-Personnel Monthly Work Plan

Current Agenda Topics

Month	Agenda Topics
February	• Resolution Ratifying the City of Mequon's COVID-19 Emergency Medical Leave Policy Between January 1-March 31, 2022 • Resolution Authorizing the Execution of a Contract for Network Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,866 • Resolution Authorizing a Town Center TID No. 3 Incentive with P2 Development, in Connection with Construction of a Planned Unit Development Located at 11040 and 11110 North Buntrock Avenue • Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Allowing for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development

Future Agenda Topics

• Financial Policy and City Ordinance Reconciliation • Compensation Plan Analysis	• User Fee Financial Policy • Life Insurance Review • Credit Card Processing Discussion
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2022 Completed Items

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