



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, March 8, 2022

5:45 PM

North Conference Room

Agenda

1) Call to Order, Roll Call

2) Approve Meeting Minutes

Action requested: review and approve

a. February 8, 2022 Finance-Personnel Meeting Minutes

3) Vouchers Paid

a. February 2022 Vouchers Paid List

4) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3920** A Resolution Awarding the Sale of \$9,620,000** General Obligation Promissory Notes Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith (**Dollar Amount is Preliminary and Subject to Change at the Meeting)

b. **RESOLUTION 3921** A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

c. **RESOLUTION 3922** A Resolution Approving a Second Amendment to the Cell Tower License Agreement with United States Cellular LLC Extending the License Term at 11830 North Port Washington Road Through 2047

d. **RESOLUTION 3923** A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

e. **RESOLUTION 3924** A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

f. **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

5) Information Items

a. Comp Study

b. Finance & Personnel Work Plan

6) Adjourn

Dated: March 8, 2022

/s/ John Wirth, Chair

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



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, February 8, 2022

6:00 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, Justin Schoenemann, Assistant City Administrator, Jennifer Engroff, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Kim Tollefson, Director of Community Development and Jac Zader, Assistant Director of Community Development.

2) Approve Meeting Minutes

a. January 11, 2022 Finance-Personnel Meeting Minutes

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

3) License applications

a. February licenses

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

4) Vouchers for payment

a. January 2022 Voucher Approval List

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

5) Resolutions

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

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

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee, Strzelczyk

- 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

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

- 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

Alderman Bushee asked if the developer was going to receive less than what the City originally agreed to. Director Tollefson said that the City does not have a contractual agreement with them, however the "fast-tracked" formula would make the developer eligible for more incentives than what they are actually getting. The developer is eligible for a little over one million dollars. City staff is suggesting the City does not provide the 5% incentive as part of the formula, but only return the dollars that are eligible related to the demolition costs. It results in the developer being eligible for about 35% of the total approximately one million dollars that they are eligible for.

Alderman Bushee's second question was that he noticed the Economic Development Board had one no vote. Director Tollefson stated the Board Member did not think a fully residential project should be incentivized.

Alderman Strzelczyk suggested there be a policy discussion regarding this topic in the future.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Hansher

AYES: Hansher, Bushee, Strzelczyk

- 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

Mayor Wirth opened the conversation by asking the Committee members to table this action because at the December meeting, the Council approved an extension through the end of February. The two project teams have to work out an amendment and will not be done before the end of February. City staff has been working on this and is asking for an oral extension through the end of March 2022. Otherwise, technically the developer would be in default. Alderman Bushee asked if there was a fiscal impact to extending the deadline to the end of March. Director Tollefson said "no."

A motion was made by Alderman Bushee, seconded by Alderman Hansher to extend this until the end of March 2022. All voted in favor "aye." Secondly, a motion was made by Alderman Hansher, seconded by Alderman Bushee to table this item. All voted in favor "aye."

RESULT: Tabled [Unanimous]

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bushee

AYES: Hansher, Bushee, Strzelczyk

6) Information Items

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

Finance Director Engroff stated that the Dana Investment portfolio has a balance of about \$9.2 million as of 12/31/2021. It was a weak Quarter 4, similar to Quarter 3, and the overall year was a loss. Dana's fees of about \$11,000 for the year and negative interest contributed to the loss booked for 2021. Interest rates are supposed to be increasing in 2022, so hopefully the portfolio will realize some of that gain.

On the cash side, there was an increase of about \$29 million. The City collected \$32 million of tax payments, thus there was a decrease in cash from Quarter 3 to Quarter 4. Majority of the decrease was due to payroll/benefits, accounts payable and debt payments.

Director Engroff made a suggestion on future reports to report book cash instead of bank cash. Also, the cash chart of showing the ins and outs of the different bank accounts could be changed to show the different funds and a high level overview of the major changes per quarter.

The Committee seemed to welcome any changes she saw fit.

- b. RFP PW TIDs Streetscape

Assistant Community Development Director Zader explained this is a request for proposals for design services for Port Washington Road, south of Mequon Road. The Economic Development Board was debating this for several months. At their November meeting, they recommended the Council should look at the streetscaping along Port Washington, south of

Mequon Road to County Line Road. Also, the Ad-hoc design Committee also recommended that a consultant should look at these designs at their December meeting. Director Zader said that based on both of the board's recommendations, he created a request for design services that will go out soon and hopefully staff will have a recommendation at the April Council meeting.

Alderman Strzelczyk made a motion that it is good to go ahead with the RFP, seconded by Alderman Hansher. All voted in favor "aye."

c. Finance & Personnel Work Plan

Alderman Bushee asked to put credit card acceptance at the top of the list.

7) Adjourn

A motion to adjourn was made at 6:22 PM by Alderman Hansher, seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director

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

THE FOLLOWING VOUCHERS PAYABLE:

GENERAL FUND	294,226.70
SPECIAL REVENUE FUND	0.00
PARKS & OPEN SPACE	0.00
REVOLVING LOAN FUND	0.00
SPECIAL FEDERAL GRANT FUND	0.00
DEBT SERVICE FUND	0.00
DEBT SERVICE TIF 2 FUND	0.00
DEBT SERVICE TIF 3 FUND	0.00
CAPITAL PROJECT FUND	74,899.16
SEWER UT FUND	378,264.72
WATER UT FUND	430,632.23
TAX FIDUCIARY FUND	24,501.71
TOTAL	<u><u>1,202,524.52</u></u>

IN THE AMOUNT OF \$ 1,202,524.52 IS HEREBY CERTIFIED AS CORRECT
AND PROPERLY CHARGEABLE TO ACCOUNTS WITH FUNDS AVAILABLE THEREIN.

3/3/2022

WILLIAM JONES
CITY ADMINISTRATOR

Attachment: Voucher List (7112 : February 2022 Vouchers Paid List)

Grand Total \$ 1,202,524.52

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Obj
Assessor	11365	ASSESSMENT TECHNOLOGIES OF WISCONSIN LLC	ASSESSOR 2022 CONTRACT	54,750.00	02/11/2022	110119	68320
Assessor	11365	ASSESSMENT TECHNOLOGIES OF WISCONSIN LLC	ASSESSING RETAINAGE	26,420.00	02/18/2022	110119	68320
Assessor	11365	ASSESSMENT TECHNOLOGIES OF WISCONSIN LLC	ASSESSOR 2022 CONTRACT	11,625.00	02/18/2022	110119	68320
Assessor Total				92,795.00			
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - SAFETY BLD-JAN	2,891.00	02/11/2022	110326	68320
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - SAFETY BLD-FEB	2,891.00	02/18/2022	110326	68320
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - CITY HALL-JAN	2,635.00	02/11/2022	110326	68320
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - CITY HALL-FEB	2,635.00	02/18/2022	110326	68320
Building Maintenance	10204	CINTAS	FIRE ALARM SYSTEM REPAIRS	1,934.02	02/11/2022	110326	68650
Building Maintenance	10115	BELL TAPE INC	JANITORIAL SUPPLIES-CITY BLDGS	1,772.41	02/11/2022	110326	68020
Building Maintenance	11859	DILLETT MECHANICAL SERVICES, INC	PREVENTATIVE MAINTENANCE HVAC-JAN	1,764.00	02/18/2022	110326	68320
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - DPW-JAN	1,250.00	02/11/2022	110326	68320
Building Maintenance	12573	SANDALSTONE VENTURES INC	CLEANING SERVICES - DPW-FEB	1,250.00	02/18/2022	110326	68320
Building Maintenance	10428	GILLITZER ELEC CO LTD, FRANK	BASEBOARD HEATERS REPAIR FOR CITY HALL OFFICES	1,232.50	02/18/2022	110326	68650
Building Maintenance	10144	BRAUN THYSSENKRUPP ELEVATOR	REPAIRS TO ELEVATOR, NON FUNCTIONING	700.00	02/18/2022	110326	68650
Building Maintenance	12922	ROOTER SEWER CLEANERS INC	CLEAR LATERALS FROM CLOG @ CIT	492.50	02/11/2022	110326	68650
Building Maintenance	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES	260.00	02/18/2022	110326	68320
Building Maintenance	12124	PACKERLAND RENT-A-MAT, INC.	MAT CONTRACT-FEB	259.45	02/18/2022	110326	68320
Building Maintenance	10073	AT&T CORP	TELEPHONE SERVICES-CITY HALL	176.30	02/18/2022	110326	68050
Building Maintenance	10045	AMERICAN INDUSTRIAL ALSCO	MOP CONTRACT-JAN	139.93	02/11/2022	110326	68320
Building Maintenance	10886	PEST ARREST EXTERMINATING	PEST CONTROL CONTRACT-JAN	115.00	02/18/2022	110326	68320
Building Maintenance	10137	BOEHLKE BOTTLED GAS CORP	ELECTRICAL SUPPLIES	75.95	02/18/2022	110326	68030
Building Maintenance	12883	PB HAHN & CO INC	REPAIRS AT CITY HALL	17.53	02/11/2022	110326	68030
Building Maintenance	12883	PB HAHN & CO INC	SIGN POST FOR LIBRARY SIGN(S)	7.73	02/18/2022	110326	68030
Building Maintenance	12883	PB HAHN & CO INC	SIGN POSTS FOR LIBRARY	6.83	02/18/2022	110326	68030
Building Maintenance Total				22,506.15			
City Administrator	12651	AMAZON CAPITAL SERVICES, INC	LARGE DIGITAL CAMERA / VIDEO CARRY BAG	16.99	02/18/2022	110111	68010
City Administrator Total				16.99			
City Clerk	10898	PITNEY BOWES	POSTAGE REFUND ACCT 17061995	4,000.00	02/18/2022	110112	68050
City Clerk	12532	GRANICUS, LLC	FEB 2022 SUBSCRIPTION	1,228.50	02/18/2022	110112	68320
City Clerk	10230	CONLEY PUBLISHING GROUP LTD	1/2/22-1/29/22 PUBS	542.39	02/11/2022	110112	68050
City Clerk Total				5,770.89			
Communications	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	11.99	02/18/2022	110237	68010
Communications Total				11.99			
Community Development	11978	SCOTT J. PINZER	ENFORCEMENT OFFICER	1,512.00	02/11/2022	110578	68320
Community Development Total				1,512.00			
Elections	10108	BEAR GRAPHICS INC	20K INSIDE ELECTION ENVELOPES	2,560.75	02/04/2022	110113	68010
Elections	10834	OFFICE DEPOT *	MOISTENERS, LABELS, FOLDERS	133.66	02/04/2022	110113	68010
Elections	90001	TEMP STAFF REIMB	ELECTION SUPPLIES & MILEAGE REIMB	131.71	02/11/2022	110113	68010
Elections	12651	AMAZON CAPITAL SERVICES, INC	KEYBOARD/MOUSE	27.99	02/18/2022	110113	68010
Elections	90001	TEMP STAFF REIMB	ELECTION MILEAGE REIMB	25.76	02/18/2022	110113	68010
Elections	10834	OFFICE DEPOT *	BOOK RINGS	24.69	02/04/2022	110113	68010
Elections	10834	OFFICE DEPOT *	ENVELOPE 5 PACK	10.78	02/04/2022	110113	68010
Elections	10834	OFFICE DEPOT *	ENVELOPE RETURN	-10.78	02/04/2022	110113	68010
Elections Total				2,904.56			
Engineering	11744	MASTER GRAPHICS INC	PLOTWAVE 345 PLOTTER	301.39	02/11/2022	110358	68810
Engineering	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	190.00	02/18/2022	110358	68310
Engineering	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES WATER, FORESTRY, HWY, ENG, SEWER	50.04	02/18/2022	110358	68050
Engineering Total				541.43			
Finance	12178	THE HARTFORD	POLICY # 83VP940257 2/1/22-2/1/23 VOL FIREFIGHT AC	1,006.24	02/18/2022	110118	68340
Finance	12651	AMAZON CAPITAL SERVICES, INC	FILE SORTER ORGANIZER	13.99	02/04/2022	110118	68010
Finance Total				1,020.23			
Fire / EMS	10025	ALADTEC INC	SCHEDULING SERVICE	3,153.00	02/18/2022	110236	68320
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	1,199.91	02/11/2022	110236	68030
Fire / EMS	12672	ZOLL MEDICAL CORPORATION	AUTOPULSE SUPPLIES	1,091.25	02/18/2022	110236	68030
Fire / EMS	12628	WILLIAM R EMERY	FT FF/PARAMEDIC RECRUITMENT JAN/FEB	829.00	02/18/2022	110236	68320
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	714.88	02/18/2022	110236	68030
Fire / EMS	10691	MENARDS	ST 1 KITCHEN	668.92	02/18/2022	110236	68650
Fire / EMS	11172	UNDERWATER CONNECTION, THE	ICE DIVER COURSE Xs2	450.00	02/18/2022	110236	68350
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	430.04	02/04/2022	110236	68030
Fire / EMS	12694	AT&T MOBILITY LLC	CELL SERVICE	412.04	02/18/2022	110236	68050
Fire / EMS	10408	GALLS LLC	BOETTCHER	363.46	02/18/2022	110236	67510
Fire / EMS	10691	MENARDS	WORK SUPPLIES	359.98	02/18/2022	110236	68030
Fire / EMS	12336	AIRGAS USA, LLC	OXYGEN	332.02	02/11/2022	110236	68030
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	289.27	02/18/2022	110236	68030
Fire / EMS	10699	MEQUON COPY MASTER	2021 ANNUAL REPORT	268.27	02/18/2022	110236	68010
Fire / EMS	11168	ULINE INC	55GAL GARBAGE CANS	242.30	02/18/2022	110236	68030
Fire / EMS	10691	MENARDS	WORK SUPPLIES	212.82	02/18/2022	110236	68030
Fire / EMS	10408	GALLS LLC	UNIFORMS	204.90	02/04/2022	110236	67510
Fire / EMS	11211	VERIZON WIRELESS SERVICES LLC	CELL SERVICE	200.05	02/18/2022	110236	68050
Fire / EMS	12336	AIRGAS USA, LLC	OXYGEN	198.46	02/18/2022	110236	68030
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	170.00	02/04/2022	110236	68030
Fire / EMS	12672	ZOLL MEDICAL CORPORATION	AUTOPULSE SUPPLIES	150.45	02/18/2022	110236	68030
Fire / EMS	10408	GALLS LLC	ACKLEY	114.75	02/18/2022	110236	67510
Fire / EMS	10100	BATTERIES PLUS LLC	BATTERIES	110.88	02/18/2022	110236	68030
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	STATION CLEANER	94.38	02/11/2022	110236	68030
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	WORK SUPPLIES	90.50	02/18/2022	110236	68030
Fire / EMS	10408	GALLS LLC	UNIFORMS	89.31	02/04/2022	110236	67510
Fire / EMS	11236	WAUKESHA COUNTY TECHNICAL COLLEGE DISTRICT	CECIL FF EXAM	80.00	02/18/2022	110236	68350
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	WORK SUPPLIES	73.30	02/18/2022	110236	68030
Fire / EMS	12349	MACQUEEN EQUIPMENT INC	REGULATOR SWIVEL COVER	70.31	02/11/2022	110236	68040
Fire / EMS	90001	TEMP STAFF REIMB	DEPT MEMBERS MEAL AFTER WATER LEAK CLEAN UP	70.00	02/18/2022	110236	68030
Fire / EMS	11969	GRAPHIC COMMUNICATION SPECIALISTS INC	WHITE POLO EMB	62.25	02/11/2022	110236	67510
Fire / EMS	10691	MENARDS	WORK SUPPLIES	59.79	02/11/2022	110236	68030
Fire / EMS	12405	TELECOM ONE, INC	PHONE LINES JANUARY	57.14	02/18/2022	110236	68050
Fire / EMS	10691	MENARDS	M&R	51.23	02/04/2022	110236	68650
Fire / EMS	11581	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	47.71	02/18/2022	110236	68010
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	OFFICE	38.21	02/18/2022	110236	68030
Fire / EMS	11581	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	34.71	02/18/2022	110236	68010
Fire / EMS	11211	VERIZON WIRELESS SERVICES LLC	CELL SERVICE	30.12	02/18/2022	110236	68050

Attachment: February 2022 AP Vendor Listing by Dept (7112 : February 2022 Vouchers Paid List)

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Objc
Fire / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL SUPPLIES	23.46	02/18/2022	110236	6803C
Fire / EMS	12651	AMAZON CAPITAL SERVICES, INC	BATTERIES	14.05	02/18/2022	110236	6803C
Fire / EMS	12883	PB HAHN & CO INC	HARDWARE SUPPLIES	10.78	02/18/2022	110236	6865C
Fire / EMS	12768	BONUS INC	DISHSOAP	8.54	02/18/2022	110236	6803C
Fire / EMS	10408	GALLS LLC	UNIFORMS	8.00	02/04/2022	110236	6751C
Fire / EMS	10137	BOEHLKE BOTTLED GAS CORP	HARDWARE SUPPLIES	5.59	02/04/2022	110236	6865C
Fire / EMS	12883	PB HAHN & CO INC	HARDWARE SUPPLIES	3.31	02/04/2022	110236	6865C
Fire / EMS	10408	GALLS LLC	RETURN	-78.25	02/04/2022	110236	6751C
Fire / EMS Total				13,111.09			
Fleet Services	10451	GRAY'S INC	PLOW BLADES	3,664.00	02/11/2022	110355	6803C
Fleet Services	10475	HALRON LUBRICANTS INC	GREASE, DEF, ANTI FREEZE	2,308.83	02/11/2022	110355	6804C
Fleet Services	11280	GOODYEAR COMMERCIAL TIRE	PLOW TRUCK TIRES	1,835.01	02/11/2022	110355	6803C
Fleet Services	11004	SAFETY-KLEEN SYSTEMS INC	OIL FILTER RECYCLE	1,407.04	02/18/2022	110355	6804C
Fleet Services	10908	POMPS TIRE SERVICE INC	TIRES FOR 310	1,066.24	02/04/2022	110355	6803C
Fleet Services	10180	LEE TRUCK EQUIPMENT, INC	AUGER MOTOR	875.87	02/18/2022	110355	6803C
Fleet Services	10908	POMPS TIRE SERVICE INC	TIRES FOR 970	787.64	02/11/2022	110355	6803C
Fleet Services	11497	LF GEORGE INC	BOLT FOR CHIPPER	746.46	02/04/2022	110355	6803C
Fleet Services	11122	TERMINAL SUPPLY INC	WORK LIGHTS & HARDWARE	726.14	02/18/2022	110355	6803C
Fleet Services	11185	UNIVERSAL TRUCK EQUIPMENT INC	PLOW RAM	704.14	02/11/2022	110355	6803C
Fleet Services	11497	LF GEORGE INC	CONTROL FOR CHIPPER	695.16	02/04/2022	110355	6803C
Fleet Services	12867	ADAMS INDUSTRIES INC	STEEL	690.10	02/04/2022	110355	6803C
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	SPRING FOR 307	598.04	02/18/2022	110355	6803C
Fleet Services	11280	GOODYEAR COMMERCIAL TIRE	SQUAD CAR TIRES	545.08	02/18/2022	110355	6803C
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	BATTERIES & HYD HOSE	414.84	02/11/2022	110355	6803C
Fleet Services	10803	NEWMAN CHEVROLET INC	EVAPORATOR FOR 205	386.06	02/18/2022	110355	6803C
Fleet Services	10968	RELIANT FIRE APPARATUS INC	VALVE KITS	371.68	02/04/2022	110355	6803C
Fleet Services	10579	K & M PRODUCTS & SERVICES INC	PAINT & HYD HOSE	360.00	02/11/2022	110355	6803C
Fleet Services	12889	CHICAGO PARTS & SOUND LLC	BRAKE PARTS SQUAD 4	292.85	02/18/2022	110355	6803C
Fleet Services	12253	MCMMASTER-CARR SUPPLY COMPANY	PLOW BOLTS	259.46	02/18/2022	110355	6803C
Fleet Services	11004	SAFETY-KLEEN SYSTEMS INC	DRAIN OIL RECYCLE	217.00	02/11/2022	110355	6804C
Fleet Services	10360	JFTCO, INC	AIR FILTERS	196.92	02/18/2022	110355	6803C
Fleet Services	10360	JFTCO, INC	SENSOR FOR 300	191.42	02/18/2022	110355	6803C
Fleet Services	11122	TERMINAL SUPPLY INC	LIGHTS & OIL	187.10	02/11/2022	110355	6803C
Fleet Services	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	WIPER MOTOR FOR 310	172.82	02/18/2022	110355	6803C
Fleet Services	10968	RELIANT FIRE APPARATUS INC	FLANGE FOR 966	159.35	02/18/2022	110355	6803C
Fleet Services	10418	GENERAL FIRE EQUIPMENT CO	FIRE TRUCK SPEAKER	157.80	02/11/2022	110355	6803C
Fleet Services	12253	MCMMASTER-CARR SUPPLY COMPANY	NUTS & BOLTS	145.90	02/04/2022	110355	6803C
Fleet Services	12967	KLINGSPOR ABRASIVES INC	SANDING DISCS	135.26	02/11/2022	110355	6803C
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	BATTERY FOR SQUAD 16	132.42	02/18/2022	110355	6803C
Fleet Services	12542	FPR INVESTMENTS, LLC	HYDRAULIC FITTINGS	123.54	02/04/2022	110355	6803C
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	BATTERIES FOR GENERATOR	123.25	02/11/2022	110355	6803C
Fleet Services	10364	FALLS AUTO PARTS AND SUPPLIES INC	SHAFT FOR 954	121.49	02/11/2022	110355	6803C
Fleet Services	10135	BOBCAT PLUS INC	OIL FILTERS	114.36	02/04/2022	110355	6803C
Fleet Services	10582	KAESTNER AUTO ELECTRIC CO	BRAKE & CARB CLEANER	105.25	02/04/2022	110355	6803C
Fleet Services	10516	HUMPHREY SERVICE PARTS INC	FILTERS	103.27	02/18/2022	110355	6803C
Fleet Services	10364	FALLS AUTO PARTS AND SUPPLIES INC	BEARING FOR 954	100.58	02/18/2022	110355	6803C
Fleet Services	11503	MID-STATE GROUP, INC.	SWITCH FOR 361	92.90	02/18/2022	110355	6803C
Fleet Services	10803	NEWMAN CHEVROLET INC	SILL PLATE FOR 403	90.16	02/18/2022	110355	6803C
Fleet Services	12128	HUCKSTORF DIESEL PUMP & INJECTOR SERVICES, INC.	FUEL FILTER PART 951	89.82	02/11/2022	110355	6803C
Fleet Services	10508	HOMER'S TOWING & SERVICE INC	BUMPER LIGHTS	85.00	02/11/2022	110355	6803C
Fleet Services	12103	BROOKS TRACTOR, INC.	OIL FILTERS	83.08	02/04/2022	110355	6803C
Fleet Services	10384	FIVE CORNERS DODGE INC	WHEEL SENSOR	80.27	02/18/2022	110355	6803C
Fleet Services	10137	BOEHLKE BOTTLED GAS CORP	FORK LIFT TANKS	70.04	02/18/2022	110355	6803C
Fleet Services	11497	LF GEORGE INC	CHIPPER PARTS	69.61	02/11/2022	110355	6803C
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	WASHER FLUID	55.68	02/04/2022	110355	6803C
Fleet Services	11067	SOMMER'S INC	SWITCH FOR 400	54.39	02/11/2022	110355	6803C
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	SWITCH FOR 335	50.00	02/18/2022	110355	6803C
Fleet Services	10321	EGELHOFF LAWN MOWER SERVICE INC	CHAINSAW PARTS	46.80	02/18/2022	110355	6803C
Fleet Services	12228	GORDIE BOUCHER VILLAGE FORD	WIPER BLADES	38.05	02/18/2022	110355	6803C
Fleet Services	12390	ADVANCE AUTO PARTS	OIL FILTERS	15.62	02/11/2022	110355	6803C
Fleet Services	10516	HUMPHREY SERVICE PARTS INC	FILTERS	15.03	02/18/2022	110355	6803C
Fleet Services	10137	BOEHLKE BOTTLED GAS CORP	BLADES & TAPE	11.53	02/18/2022	110355	6803C
Fleet Services	10691	MENARDS	CABLE	8.58	02/11/2022	110355	6803C
Fleet Services	10516	HUMPHREY SERVICE PARTS INC	FILTERS	4.95	02/18/2022	110355	6803C
Fleet Services	10475	HALRON LUBRICANTS INC	DRUM CREDIT	-170.00	02/11/2022	110355	6804C
Fleet Services	10803	NEWMAN CHEVROLET INC	CONDENSER RETURN	-236.57	02/18/2022	110355	6803C
Fleet Services Total				21,777.31			
Forestry	10824	NORTHSTAR PRINTING & GRAPHICS	2022 BRUSH PERMITS	131.25	02/18/2022	110363	6805C
Forestry	10909	PORT-A-JOHN, INC.	BRUSH SITE RESTROOM-FEB	84.00	02/18/2022	110363	6881C
Forestry	10321	EGELHOFF LAWN MOWER SERVICE INC	CHAINSAW SUPPLIES	79.75	02/04/2022	110363	6803C
Forestry	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES WATER, FORESTRY, HWY, ENG, SEWER	30.04	02/18/2022	110363	6805C
Forestry	12883	PB HAHN & CO INC	FLAGGING TAPE FOR TREE INSPECTION	6.45	02/18/2022	110363	6804C
Forestry Total				331.49			
General Fund - General Activit	11809	M3 INSURANCE SOLUTIONS	22/23 PROPERTY RENEWAL INSC	54,695.00	02/04/2022	110000	2243C
General Fund - General Activit	10865	OZAUKEE COUNTY TREASURER	REIMB COUNTY AG USE CONVERSION FEE 12/1-21-1/31/22	3,818.22	02/18/2022	110000	1041C
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	3,062.53	02/11/2022	110000	2241C
General Fund - General Activit	10707	MEQUON POLICE ASSOCIATION	UNION DUES 2/04/22 P/R	2,160.00	02/04/2022	110000	2241C
General Fund - General Activit	10865	OZAUKEE COUNTY TREASURER	DOC TAGS SOLD 3001-3566 12/1/21-5/5/22	1,745.50	02/18/2022	110000	2242C
General Fund - General Activit	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/4/22	1,240.09	02/04/2022	110000	2241C
General Fund - General Activit	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/18/22	1,240.09	02/18/2022	110000	2241C
General Fund - General Activit	11809	M3 INSURANCE SOLUTIONS	CRIM DOW PYMT & 21/22 POLLUTION LIABILITY	1,189.00	02/11/2022	110000	2243C
General Fund - General Activit	10702	MEQUON FIRE & EMS ASSOCIATION	UNION DUES 2/4/2022	720.00	02/04/2022	110000	2241C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 14122 SADDLEBROOK CIR	485.00	02/11/2022	110000	2291C
General Fund - General Activit	10810	NORTH SHORE BANK FSB	DEF COMP 2/04/2022 P/R	475.00	02/04/2022	110000	2241C
General Fund - General Activit	10810	NORTH SHORE BANK FSB	DEF COMP 2/18/2022 P/R	475.00	02/18/2022	110000	2241C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12443 CRANE BAY / 6033 WOODS CT	198.00	02/11/2022	110000	2291C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11731 N LUTHER LN	166.00	02/11/2022	110000	2291C
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	163.63	02/11/2022	110000	2241C
General Fund - General Activit	90006	PERMIT REFUNDS	SIGN PMT REFUND FROM OVERPAYMENT	150.00	02/11/2022	110000	4431C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10920 TARTAN CT	127.00	02/11/2022	110000	2291C
General Fund - General Activit	10757	SECURIAN LIFE INSURANCE COMPANY	ACCIDENT INSC POLICY 76038	97.16	02/11/2022	110000	2241C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 6212 FOX TOWN DR	93.00	02/11/2022	110000	2291C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12800 N LAKE SHORE DR	69.00	02/11/2022	110000	2291C
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT 7626 W WILLOWBROOK DR	61.00	02/11/2022	110000	2291C

Attachment: February 2022 AP Vendor Listing by Dept (7112 : February 2022 Vouchers Paid List)

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Obj
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 7245 OVERLOOK CT	61.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11017 BALSAM TREE CT	61.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 6300 MEQUON RD SPACE A	61.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	INSP DEPOSIT 8414 W HILLVIEW DR	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	INSP DEPOSIT 9920 W HEATHER DR	60.00	02/04/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 1618 EASTBROOK CT	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10118 N LEE CT	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 2042 RANCH RD	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 7001 SPRINGDALE CT	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 10273 RANGE LINE CT	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 12952 WEST SHORELAND DR	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 7901 W EVERGREEN RD	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11502 BONNIWELL RD	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 4914 W PARKVIEW DR	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11722 N LANTERN LN	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11625 RIVERLAND RD	60.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	DEPOSIT REFUND 11203 N RIVER BIRCH DR	59.00	02/04/2022	110000	22910
General Fund - General Activit	90002	PARK REFUNDS	DEPOSIT LEMKE PAV 6/19/21	50.00	02/11/2022	110000	22910
General Fund - General Activit	90006	PERMIT REFUNDS	REFUND OVERPAID LIQUOR LICENSE	40.00	02/11/2022	110000	44010
General Fund - General Activit	10610	L A W HEALTH BENEFIT TRUST	LAW HEALTH BEN LINDSAY GRAYCAREK 2/18/22 P/R	10.00	02/18/2022	110000	22410
General Fund - General Activit Total				73,552.22			
Highway	10625	LANNON STONE PRODUCTS, INC.	GRAVEL	812.67	02/11/2022	110359	68030
Highway	10202	CHOICE CUTS TREE SERVICE LLC	TOP WILLOW TREE 10129 SWAN RD	800.00	02/18/2022	110359	68320
Highway	11248	WE ENERGIES	SIRENS-ORIOLE LN	635.06	02/11/2022	110359	68611
Highway	11248	WE ENERGIES	SIRENS-DONGES BAY	268.68	02/11/2022	110359	68611
Highway	11248	WE ENERGIES	SIRENS-GRANVILLE RD	268.46	02/11/2022	110359	68611
Highway	11248	WE ENERGIES	SIRENS-BONNIWELL	268.07	02/11/2022	110359	68611
Highway	10368	FASTENAL COMPANY	SUPPLIES-STREET MAINTENANCE	222.25	02/11/2022	110359	68030
Highway	11195	USIC LOCATING SERVICES INC	LOCATES-JAN	189.07	02/18/2022	110359	68320
Highway	10484	HARTMANN SAND & GRAVEL CO, INC	TREATED SAND	179.59	02/04/2022	110359	68030
Highway	12861	WRANGLER HOLDCO CORP	RECYCLING FEES-FEB	106.36	02/11/2022	110359	68320
Highway	10137	BOEHLKE BOTTLED GAS CORP	PROPANE REFILL	105.06	02/18/2022	110359	68030
Highway	10321	EGELHOFF LAWN MOWER SERVICE INC	CHAIN SHARPEN	87.45	02/18/2022	110359	68030
Highway	10321	EGELHOFF LAWN MOWER SERVICE INC	SAW CHAINS	76.85	02/18/2022	110359	68030
Highway	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES WATER, FORESTRY, HWY, ENG, SEWER	75.10	02/18/2022	110359	68050
Highway	12883	PB HAHN & CO INC	HOSE PARTS	23.18	02/18/2022	110359	68030
Highway	10137	BOEHLKE BOTTLED GAS CORP	BOLTS	19.80	02/11/2022	110359	68030
Highway	10287	DIGGERS HOTLINE INC	LOCATES-JANUARY	15.66	02/18/2022	110359	68320
Highway Total				4,153.31			
Human Resources	11830	ORGANIZATION DEVELOPMENT CONSULTANTS INC	Pre-employment Psych Evaluation	2,060.00	02/18/2022	110120	68320
Human Resources	10226	CONCENTRA MEDICAL CENTERS	DOT Random Testing	102.00	02/18/2022	110120	68320
Human Resources	10226	CONCENTRA MEDICAL CENTERS	DOT Random Testing	90.00	02/04/2022	110120	68320
Human Resources	12673	COLUMBIA ST. MARY'S INC.	Pre-Employment Screening Seaso	50.00	02/18/2022	110120	68320
Human Resources	12651	AMAZON CAPITAL SERVICES, INC	STORAGE/FILLING BOXES	39.99	02/11/2022	110120	68010
Human Resources Total				2,341.99			
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	Microsf 365 Annual Licenses	24,360.00	02/04/2022	110117	68320
Information Services	12971	SYSaid TECHNOLOGIES, INC	SysAid - Ticketing/Asset Management	5,880.00	02/18/2022	110117	68320
Information Services	12589	MARCO HOLDINGS, LLC	Marco/Mitel Software Assurance 1/21/22-1/20/23	1,873.60	02/04/2022	110117	68320
Information Services	12616	MIDWEST FIBER NETWORKS LLC	Midwest Fiber Leased Fiber Net 2/1-2/28/22	1,100.45	02/18/2022	110117	68320
Information Services	12616	MIDWEST FIBER NETWORKS LLC	Midwest Fiber Leased Fiber Net 1/1-1/31/22	1,100.45	02/18/2022	110117	68320
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	ISCorp Remote Backup Subscription February	750.00	02/04/2022	110117	68320
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	Remote Backup Subscription MARCH	750.00	02/18/2022	110117	68320
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	Remote Backup Subscription January	750.00	02/11/2022	110117	68320
Information Services	12651	AMAZON CAPITAL SERVICES, INC	ASUS PRIME MICRO MOTHERBOARD	445.87	02/04/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	CANNON CART/PRINT HEAD Equipment,	432.09	02/11/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	Equipment, Parts & Tools	338.00	02/18/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	EYE CARE MONITOR FULL HD	318.00	02/04/2022	110117	68040
Information Services	12405	TELECOM ONE, INC	PHONE LINES JANUARY	285.69	02/18/2022	110117	68050
Information Services	12651	AMAZON CAPITAL SERVICES, INC	Equipment, Parts & Tools	203.37	02/18/2022	110117	68040
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	IS Corp Internet Provider FEBRUARY	200.00	02/04/2022	110117	68320
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	Internet Service MARCH	200.00	02/18/2022	110117	68320
Information Services	12301	INTEGRATED SYSTEMS CORPORATION	Internet Service JANUARY	200.00	02/11/2022	110117	68320
Information Services	12616	MIDWEST FIBER NETWORKS LLC	Midwest Fiber Fiber for Fire Service 2/1-2/28/22	150.72	02/18/2022	110117	68320
Information Services	12651	AMAZON CAPITAL SERVICES, INC	INTERNAL SOLID STATE DR - Equipment, Parts & Tools	89.98	02/04/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	INK - Equipment, Parts & Too	89.00	02/11/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	Amazon - Equipment, Parts & Tools	66.33	02/18/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	PEST CONTROL ULTRASONIC PEST CONTROL	27.97	02/11/2022	110117	68040
Information Services	12651	AMAZON CAPITAL SERVICES, INC	Equipment, Parts & Tools	17.20	02/18/2022	110117	68040
Information Services Total				39,628.72			
Inspections	11978	SCOTT J. PINZER	ENFORCEMENT OFFICER	488.00	02/11/2022	110244	68320
Inspections	90007	MISC REFUNDS	PLUMBING INSPECTOR EDUCATION 2/24/22	25.00	02/18/2022	110244	68350
Inspections Total				513.00			
Legal Counsel	12939	AXLEY BRYNELSON LLP	Legal Fees DECEMBER SERVICES	576.00	02/11/2022	110124	68331
Legal Counsel	12754	VON BRIESE & ROPER, S.C.	LABOR & PERSONNEL PROFESSIONAL SERVICES DEC	383.50	02/18/2022	110124	68331
Legal Counsel Total				959.50			
Local Road Projects	11307	WIS DEPT OF TRANSPORT 7366	HIGHLAND ROAD INTERCHANGE	3,047.59	02/18/2022	410780	72001
Local Road Projects Total				3,047.59			
Parks	11248	WE ENERGIES	CUSTOMER # 5209229 CLAIM CL 2021104986	421.75	02/04/2022	110474	68650
Parks	10691	MENARDS	BRIDGE SUPPLIES	284.38	02/04/2022	110474	68030
Parks	10691	MENARDS	WALL BASE FOR REUTER	110.85	02/18/2022	110474	68030
Parks	12883	PB HAHN & CO INC	BUCKETS FOR LUMINAIRE WALK	103.27	02/04/2022	110474	68030
Parks	10691	MENARDS	WALL BASE FOR REUTER	100.00	02/18/2022	110474	68030
Parks	10691	MENARDS	BRIDGE SUPPLIES	96.86	02/04/2022	110474	68030
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	79.87	02/11/2022	110474	68030
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	78.79	02/11/2022	110474	68030
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	74.12	02/11/2022	110474	68030
Parks	10472	HALLMAN/LINDSAY PAINTS INC	PAINT FOR PARK SIGNS	60.95	02/18/2022	110474	68030
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	53.25	02/11/2022	110474	68030
Parks	12883	PB HAHN & CO INC	FASTENERS	51.55	02/04/2022	110474	68030
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	26.62	02/11/2022	110474	68030
Parks	10691	MENARDS	BRIDGE SUPPLIES	24.91	02/11/2022	110474	68030
Parks	10691	MENARDS	BRIDGE SUPPLIES	24.91	02/11/2022	110474	68030
Parks	10691	MENARDS	STUDS FOR NEW SIGN HOLDERS	24.70	02/11/2022	110474	68030

Attachment: February 2022 AP Vendor Listing by Dept (7112 : February 2022 Vouchers Paid List)

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Objc
Parks	10691	MENARDS	STUDS FOR NEW SIGN HOLDERS	24.70	02/11/2022	110474	6803
Parks	12883	PB HAHN & CO INC	BULBS	21.58	02/18/2022	110474	6803
Parks	12883	PB HAHN & CO INC	AQUAGUN HOSE & SCREW EYE	21.54	02/18/2022	110474	6803
Parks	12883	PB HAHN & CO INC	SUPPLIES	19.05	02/04/2022	110474	6803
Parks	12883	PB HAHN & CO INC	WORK SUPPLIES PARKS	18.50	02/11/2022	110474	6803
Parks	10691	MENARDS	BRIDGE SUPPLIES	15.70	02/11/2022	110474	6803
Parks	10691	MENARDS	STUDS FOR NEW SIGN HOLDERS	15.57	02/11/2022	110474	6803
Parks	12883	PB HAHN & CO INC	HARDWARE & SUPPLIES	13.68	02/04/2022	110474	6803
Parks	12883	PB HAHN & CO INC	PAINT SUPPLIES	12.37	02/11/2022	110474	6803
Parks	12883	PB HAHN & CO INC	SUPPLIES	9.32	02/04/2022	110474	6803
Parks	12883	PB HAHN & CO INC	HANDLE	8.99	02/18/2022	110474	6803
Parks	10691	MENARDS	BRIDGE SUPPLIES	8.30	02/11/2022	110474	6803
Parks	10691	MENARDS	STUDS FOR NEW SIGN HOLDERS	8.23	02/11/2022	110474	6803
Parks	10691	MENARDS	CAULK FOR WINDOW	7.56	02/18/2022	110474	6803
Parks	10691	MENARDS	CAULK FOR WINDOW	7.56	02/18/2022	110474	6803
Parks	10691	MENARDS	CAULK FOR WINDOW	4.76	02/18/2022	110474	6803
Parks	10691	MENARDS	CAULK FOR WINDOW	2.52	02/18/2022	110474	6803
Parks	10691	MENARDS	BRIDGE SUPPLIES	1.56	02/11/2022	110474	6803
Parks	10691	MENARDS	STUDS FOR NEW SIGN HOLDERS	1.54	02/11/2022	110474	6803
Parks	10691	MENARDS	CAULK FOR WINDOW	0.47	02/18/2022	110474	6803
Parks Total				1,840.28			
Police	10696	MEQUON AUTO BODY	SQUAD REPAIRS	1,239.00	02/18/2022	110235	6865
Police	12694	AT&T MOBILITY LLC	CELL PHONE SERVICES	958.59	02/18/2022	110235	6805
Police	10408	GALLS LLC	POLICE UNIFORMS AND EQUIPMENT	806.54	02/18/2022	110235	6751
Police	10354	EVIDENT	POLICE EVIDENCE COLLECTION SUPPLIES	730.21	02/18/2022	110235	6803
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE CABINET 72"	659.96	02/04/2022	110235	6803
Police	10834	OFFICE DEPOT *	OFFICE SUPPLIES	549.94	02/18/2022	110235	6801
Police	11211	VERIZON WIRELESS SERVICES LLC	CELL PHONE SERVICES	466.32	02/18/2022	110235	6805
Police	10736	MILW AREA TECHNICAL COLLEGE	OFFICER TRAINING	462.51	02/18/2022	110235	6835
Police	12972	NORTHCENTRAL TECHNICAL COLLEGE DISTRICT	OFFICER TRAINING	450.00	02/18/2022	110235	6835
Police	10608	KUSTOM SIGNALS INC	SQUAD MAINTENANCE/REPAIRS	283.00	02/04/2022	110235	6865
Police	10417	GENERAL COMMUNICATIONS INC	RADIO MAINTENANCE CONTRACT	250.00	02/18/2022	110235	6865
Police	12405	TELECOM ONE, INC	PHONE LINES JANUARY	228.55	02/18/2022	110235	6805
Police	10417	GENERAL COMMUNICATIONS INC	SQUAD MAINTENANCE AND REPAIRS	208.20	02/18/2022	110235	6865
Police	11766	LOU'S GLOVES, INC.	POLICE EQUIPMENT - GLOVES	196.00	02/18/2022	110235	6803
Police	10408	GALLS LLC	POLICE UNIFORMS AND EQUIPMENT	176.02	02/18/2022	110235	6751
Police	11137	THOMSON REUTERS - WEST	CLEAR INVESTIGATIVE SERVICES	154.74	02/18/2022	110235	6832
Police	10736	MILW AREA TECHNICAL COLLEGE	OFFICER TRAINING	154.18	02/18/2022	110235	6835
Police	10100	BATTERIES PLUS LLC	BATTERIES	137.04	02/04/2022	110235	6865
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	94.09	02/04/2022	110235	6865
Police	10866	WISCONSIN HUMANE SOCIETY	STRAY ANIMAL SERVICES	85.00	02/18/2022	110235	6832
Police	11153	TRANS UNION LLC	CREDIT HISTORIES	85.00	02/18/2022	110235	6832
Police	11699	OFFICE 8	OFFICE SUPPLIES	74.63	02/18/2022	110235	6801
Police	12891	CBC PHARMA HOLDCO LLC	K9 VET CARE	63.24	02/18/2022	110235	6837
Police	90001	TEMP STAFF REIMB	FBI LEEDA COMMAND LEADERSHIP REIMB MEALS 1/31-2/3	56.61	02/18/2022	110235	6835
Police	10931	PROSHRED SECURITY	SHREDDING SERVICE	52.04	02/18/2022	110235	6832
Police	12920	CHARTER COMMUNICATIONS HOLDINGS LLC	SEARCH WARRANT	50.00	02/11/2022	110235	6837
Police	90001	TEMP STAFF REIMB	FBI LEEDA COMMAND LEADERSHIP REIMB MEALS 1/31-2/3	48.68	02/18/2022	110235	6835
Police	10834	OFFICE DEPOT *	OFFICE SUPPLIES	47.90	02/18/2022	110235	6801
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	31.40	02/18/2022	110235	6801
Police	10699	MEQUON COPY MASTER	PRINT ITEMS	25.29	02/04/2022	110235	6805
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	25.24	02/18/2022	110235	6801
Police	90001	TEMP STAFF REIMB	REIMB MEALS FOR BACKGROUND CHECK 2/6/22	25.00	02/18/2022	110235	6835
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	18.99	02/18/2022	110235	6801
Police	12768	BONUS INC	HOSPITALITY	15.77	02/18/2022	110235	6803
Police	11056	SIRCHIE FINGER PRINT LAB INC	DRUG TESTING KITS	15.75	02/11/2022	110235	6803
Police	12651	AMAZON CAPITAL SERVICES, INC	PD OFFICE/WORK SUPPLIES, M&R,	13.12	02/18/2022	110235	6803
Police Total				8,938.55			
Public Safety Equipment	11520	KIESLER'S POLICE SUPPLY, INC	POLICE EQUIPMENT	8,780.97	02/18/2022	410791	7300
Public Safety Equipment	11101	STREICHER'S INC	UNIFORMS / POLICE EQUIPMENT	3,764.60	02/04/2022	410791	7300
Public Safety Equipment	12855	WATCHGUARD VIDEO INC	POLICE CAMERAS / EQUIPMENT	2,244.00	02/04/2022	410791	7300
Public Safety Equipment Total				14,789.57			
Public Works Other	12942	SUMMERSET MARINE CONSTRUCTION LLC	50% DWNPYMT ROTARY PARK PIER REPLACEMENT R	22,775.00	02/11/2022	410798	7300
Public Works Other	10202	CHOICE CUTS TREE SERVICE LLC	30 FT EAB REMOVAL KKCP & 801 W	16,500.00	02/11/2022	410798	7300
Public Works Other	11851	K&B FLOORING SOLUTIONS LLC	INSTALLATION OF POLISHED CONCRETE FLOORING	12,950.00	02/11/2022	410798	7300
Public Works Other	12688	WEBER BROS PAINTING LLC	INTERIOR FACADE IMPROVEMENTS A	2,100.00	02/18/2022	410798	7300
Public Works Other Total				54,325.00			
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	253.00	02/11/2022	610000	2241
Sewer General activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/4/22	111.46	02/04/2022	610000	2241
Sewer General activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/18/22	111.46	02/18/2022	610000	2241
Sewer General activities	10810	NORTH SHORE BANK FSB	DEF COMP 2/04/2022 P/R	60.00	02/04/2022	610000	2241
Sewer General activities	10810	NORTH SHORE BANK FSB	DEF COMP 2/18/2022 P/R	60.00	02/18/2022	610000	2241
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	ACCIDENT INSC POLICY 76038	13.76	02/11/2022	610000	2241
Sewer General activities	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	11.37	02/11/2022	610000	2241
Sewer General activities Total				621.05			
Sewer UT Operations	10743	MILW METRO SEWERAGE DIST	QTRLY UTILITY BILL OCT-01-2021 THRU DEC-13-2021	369,561.61	02/18/2022	610669	6951
Sewer UT Operations	10428	GILLITZER ELEC CO LTD, FRANK	REPAIR OUTSIDE CONDUIT - LIFTSTATION H	3,782.23	02/18/2022	610669	6951
Sewer UT Operations	10209	CLARK DIETZ INC	STH 57 LATERALS (#1953)	2,940.00	02/04/2022	610669	6951
Sewer UT Operations	10784	MUSKEGO, CITY OF	2050 MMSD FACILITY PLAN REVIEW	502.07	02/18/2022	610669	6831
Sewer UT Operations	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES	260.00	02/18/2022	610669	6832
Sewer UT Operations	12232	BAYSIDE PRINTING INC.	UB'S PRINTING, STUFFING ENVELO	241.78	02/11/2022	610669	6805
Sewer UT Operations	12232	BAYSIDE PRINTING INC.	UB'S PRINTING, STUFFING ENVELOPES	239.62	02/04/2022	610669	6805
Sewer UT Operations	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES WATER, FORESTRY, HWY, ENG, SEWER	60.08	02/18/2022	610669	6805
Sewer UT Operations	10784	MUSKEGO, CITY OF	2050 MMSD FACILITY PLAN REVIEW	27.57	02/18/2022	610669	6831
Sewer UT Operations	12883	PB HAHN & CO INC	WET WELL FASTENERS & LIGHT BULBS	13.99	02/11/2022	610669	6803
Sewer UT Operations	12883	PB HAHN & CO INC	PIPE NIPPLES FOR "N"	12.03	02/18/2022	610669	6803
Sewer UT Operations	12883	PB HAHN & CO INC	BUSHING FOR TRUCK	2.69	02/18/2022	610669	6803
Sewer UT Operations Total				377,643.67			
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141990013000	8,425.17	02/04/2022	810000	1031
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 142059001002	4,676.82	02/04/2022	810000	1031
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150960003000	2,169.38	02/11/2022	810000	1031
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 142070000000	1,780.45	02/04/2022	810000	1031
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140860209000	1,698.00	02/04/2022	810000	1031
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141290117000	1,102.73	02/11/2022	810000	1031

Attachment: February 2022 AP Vendor Listing by Dept (7112 : February 2022 Vouchers Paid List)

Department	Vendor Number	Vendor Name	Invoice Description	Line item amount	Check Date	Org	Objc
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 141530043000	1,010.39	02/11/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151640011000	981.14	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140790005000	686.37	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140730040000	511.42	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 142050042000	332.59	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140011200200	266.44	02/11/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 151230608000	245.25	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150620009002	207.83	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 1420250601000	184.35	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150670460000	122.70	02/04/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 150710505000	63.98	02/11/2022	810000	10310
Tax Fiduciary Fund	90005	TAX CHECK REFUNDS	TAX REFUND 140740416000	36.70	02/04/2022	810000	10310
Tax Fiduciary Fund Total				24,501.71			
TIF 3	12526	MICHAEL BEST & FRIEDRICH LLP	FOXTOWN DEVEL PROFESSIONAL SERVICES 12/2-12/16/21	2,737.00	02/11/2022	410803	71030
TIF 3 Total				2,737.00			
Water general Activities	10091	BADGER METER INC	3 2" COMMERCIAL CUSTOMER METERS	2,194.91	02/18/2022	620000	11530
Water general Activities	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	1,300.00	02/18/2022	620000	11530
Water general Activities	10091	BADGER METER INC	METER REGISTERS	592.00	02/18/2022	620000	11530
Water general Activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/4/22	111.46	02/04/2022	620000	22410
Water general Activities	11331	WIS SUPPORT COLLECTIONS TRUST	SUPPORT ID 5956557 7532298 7844747 7657807 2/18/22	111.46	02/18/2022	620000	22410
Water general Activities	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	31.95	02/11/2022	620000	22410
Water general Activities	10757	SECURIAN LIFE INSURANCE COMPANY	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/22	1.75	02/11/2022	620000	22410
Water general Activities Total				4,343.53			
Water UT Operations	12297	GLOBE CONTRACTORS, INC.	HIGHLAND ROAD WATERMAIN RELOCATION	287,681.65	02/04/2022	620679	74100
Water UT Operations	10755	CITY OF MILWAUKEE	PURCHASED WATER-JAN 12/30/21-1/31/22	54,972.43	02/18/2022	620679	60200
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	PURCHASED WATER-JANUARY 1/1-1/31/22	17,361.16	02/18/2022	620679	60200
Water UT Operations	10091	BADGER METER INC	QTY 281 METER PURCHASE 25 5/8"	15,331.36	02/11/2022	620679	74100
Water UT Operations	12878	GRUNAU COMPANY INC	WATER MAIN REPAIR-9728 WAUWATOSA RD	9,102.01	02/11/2022	620679	67300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	7,597.75	02/18/2022	620679	66200
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	3,523.60	02/18/2022	620679	90200
Water UT Operations	10091	BADGER METER INC	QTY 27 METER PURCHASE 55 1"	3,162.51	02/11/2022	620679	74100
Water UT Operations	10489	CORE & MAIN	2 COUPLINGS, 1 SADDLE, 6 CURB BOXES	3,060.00	02/11/2022	620679	67300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	2,862.92	02/18/2022	620679	92000
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	2,349.06	02/18/2022	620679	67300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	2,200.00	02/18/2022	620679	66000
Water UT Operations	10091	BADGER METER INC	QTY 36 METER PURCHASE 25 5/8"	2,073.24	02/18/2022	620679	74100
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	2,000.00	02/18/2022	620679	67000
Water UT Operations	11195	USIC LOCATING SERVICES INC	LOCATING-JAN	1,471.54	02/18/2022	620679	66200
Water UT Operations	12788	BMCI CONSTRUCTION, INC	WATER MAIN PATCH (11417 CARRIAGE CT)	1,000.00	02/18/2022	620679	67500
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	894.00	02/18/2022	620679	67300
Water UT Operations	10091	BADGER METER INC	PROGRAM METER PURCHASE QTY 12 35 3/4"	870.00	02/11/2022	620679	74100
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	770.79	02/18/2022	620679	66300
Water UT Operations	12667	ETNA DISTRIBUTORS LLC	SERVICE KEY	710.00	02/11/2022	620679	67500
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	660.67	02/18/2022	620679	66400
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	600.00	02/18/2022	620679	90600
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	587.27	02/18/2022	620679	67700
Water UT Operations	11193	USA BLUEBOOK	CHLORINE ANALYZER	538.56	02/11/2022	620679	66200
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	513.86	02/18/2022	620679	67500
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	500.00	02/18/2022	620679	90100
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	422.14	02/18/2022	620679	63300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	400.00	02/18/2022	620679	90300
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	WATER TESTING BACT	300.00	02/18/2022	620679	66200
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	WATER TESTING BACT	300.00	02/18/2022	620679	66400
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	300.00	02/18/2022	620679	93000
Water UT Operations	10820	NORTHERN LAKE SERVICE INC	DISINFECTANT BYPRODUCT AND LEA / BPA TESTING	295.00	02/18/2022	620679	66200
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	293.63	02/18/2022	620679	67600
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	220.22	02/18/2022	620679	63300
Water UT Operations	10287	DIGGERS HOTLINE INC	LOCATES-JANUARY	215.76	02/18/2022	620679	92300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	200.00	02/18/2022	620679	66300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	200.00	02/18/2022	620679	62000
Water UT Operations	12232	BAYSIDE PRINTING INC.	UB'S PRINTING, STUFFING ENVELO	161.18	02/11/2022	620679	90300
Water UT Operations	12232	BAYSIDE PRINTING INC.	UB'S PRINTING, STUFFING ENVELOPES	159.74	02/04/2022	620679	90300
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	146.82	02/18/2022	620679	67200
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	110.00	02/18/2022	620679	66300
Water UT Operations	12624	MATHESON TRI-GAS INC	CO2 FOR LATERALS	81.40	02/18/2022	620679	67600
Water UT Operations	10206	CITY WATER LLC	WATER MANAGEMENT OPERATIONS JANUARY SERVICE	73.41	02/18/2022	620679	66100
Water UT Operations	11211	VERIZON WIRELESS SERVICES LLC	iPAD DATA CHARGES WATER, FORESTRY, HWY, ENG, SEWER	15.02	02/18/2022	620679	92100
Water UT Operations Total				426,288.70			

Attachment: February 2022 AP Vendor Listing by Dept (7112 : February 2022 Vouchers Paid List)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2955
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Jennifer Engroff, Finance Director
DATE: February 28, 2022
SUBJECT: RESOLUTION 3920 A Resolution Awarding the Sale of \$9,620,000**
General Obligation Promissory Notes Series 2022A; Providing the Form of
the Notes; and Levying a Tax in Connection Therewith (Dollar Amount is**
Preliminary and Subject to Change at the Meeting)

Background

As part of its regular meeting on February 8, 2022, the Common Council approved an initial resolution authorizing the issuance of \$9.62M in General Obligation Notes. The issuance includes funding \$5M of reconstruction of City local and arterial roads and select parking lots over the next three years. An additional \$1.75M of funding will satisfy the City's obligation for construction of the Highland Road Interchange. Lastly, \$2.7M of the notes are dedicated to funding Town Center public projects which is payable from tax increment generated from TID No. 3. The issuance also includes approximately \$170k of debt issuance costs arriving at a grand total of \$9.62M.

Last week staff and representatives from Ehlers & Associates met with ratings analysts from Standard & Poors Global Ratings (S&P) via teleconference. S&P affirmed the City AA (stable) for both previously issued general obligation debt and the new issue.

Standard practice is for the governing body to approve the sale of the municipal debt on the day of the bidding. The attached resolution is a draft of a final resolution that will be delivered the night of the meeting, at which time interest rates and all other amounts will be finalized and documented. Bond counsel drafted the attached resolution for the Common Council's consideration and approval. The attached exhibits B and F are intended to support the resolution.

A representative from Ehlers will deliver the final resolution and present results from the sale that will have occurred earlier in the day.

Analysis & Fiscal Impact

The Notes are being issued for a 10-year term. Principal on the Notes will be due on September 1 in the years 2023 through 2032. Semi-annual interest will be payable March 1 and September 1 of each year, beginning March 1, 2022. Debt service on this issue will add approximately \$0.11 - \$0.30/\$1,000 of assessed value to the City's General tax mill rate for the life of the notes, not exceeding the current debt service mill rate of \$0.54/1,000. Even with this new debt issue, the City's financial advisor has structured the debt service so that the pro forma net tax rate for the City's total debt service will slowly decline over time.

Notes maturing on or after March 1, 2030 will be subject to prepayment at the discretion of the City on March 1, 2029, or any date thereafter.

Recommendation

Staff recommends approval of this Resolution, which is consistent with the initial resolution approved February 8, 2022.

**Preliminary, subject to change

Attachments:

2022A Exhibit B (PDF)

2022A Exhibit F (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3920

A Resolution Awarding the Sale of \$9,620,000** General Obligation Promissory Notes Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith (**Dollar Amount is Preliminary and Subject to Change at the Meeting)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION NO. ____

RESOLUTION AWARDING THE SALE OF \$9,620,000**
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2022A;
PROVIDING THE FORM OF THE NOTES; AND
LEVYING A TAX IN CONNECTION THEREWITH

RECITALS

A. On February 8, 2022, the Common Council of the City of Mequon, Ozaukee County, Wisconsin (the “City”) adopted a resolution entitled: “Resolution Authorizing the Borrowing of Not to Exceed \$9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor” (the “Authorizing Resolution”) which authorized the issuance and sale of general obligation promissory notes for the purpose of paying the costs of street and interchange improvements and Tax Incremental District No. 3 project costs (the “Project”).

B. Pursuant to the Authorizing Resolution, the City Administrator (in consultation with the City’s financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation promissory notes for public sale on March 8, 2022.

C. Sealed bid proposals were received as summarized on Exhibit C attached hereto.

D. It has been determined that the bid proposal (the “Proposal”) submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

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

1. Award of the Notes. The bid proposal of _____, _____ (the “Purchaser”) is hereby accepted, said proposal offering to purchase the NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$9,620,000) General Obligation Promissory Notes, Series 2022A (the “Notes”) for the sum of _____ DOLLARS (\$ _____), plus accrued interest to the date of delivery resulting in a net interest cost of _____ DOLLARS (\$ _____) and a true interest rate of ____%.

2. Terms of the Notes. The Notes shall be designated “General Obligation Promissory Notes, Series 2022A”; shall be dated March 24, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2023. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the “Schedule”).

3. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Notes to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

4. Redemption Provisions. At the option of the City, the Notes maturing on March 1, 2030 and thereafter shall be subject to redemption prior to maturity on March 1, 2029 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit G attached hereto and incorporated herein by this reference.]

5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the City. Said direct annual irrepealable tax shall be levied in the years 2022 through 2031 for payments due in 2023 through 2032 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt

Service Fund Account created herein, including any capitalized interest funded with proceeds of the Notes.

7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated “Debt Service Fund Account for \$9,620,000 City of Mequon General Obligation Promissory Notes, Series 2022A, dated March 24, 2022.” There shall be deposited in said fund account any premium plus accrued interest paid on the Notes at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

8. Segregated Borrowed Money Fund. The proceeds of the Notes (the “Note Proceeds”) (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Notes.

9. Arbitrage Covenant. The City shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the “Closing”), would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be “arbitrage bonds” within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and

covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The City anticipates that the Notes will qualify for the construction expenditure exemption from the rebate requirements of the Code. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and the City Clerk or other officer is hereby authorized to make any election on behalf of the City in order to comply with the rebate requirements of the Code. If, for any reason, the City did not qualify for any exemption from the rebate requirements of the Code, the City covenants that it would take all necessary steps to comply with such requirements. The City hereby covenants that it is a governmental unit with general taxing powers and that the Notes are not “private activity bonds” as defined in Section 141 of the Code.

The City hereby designates the Notes to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the City, all as of the Closing.

11. Persons Treated as Owners; Transfer of Notes. The fiscal agent appointed in Section 15 hereof shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the fiscal agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the fiscal agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The fiscal agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City maintained by the fiscal agent at the close of business on the corresponding record date.

12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New

York, New York (“DTC”), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the City has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as “final” as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate City official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

14. Execution of the Notes. The Notes shall be issued in typewritten form, one Note for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

15. Payment of the Notes. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City’s registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the “Fiscal Agent”). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

16. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the City will execute and deliver on the Closing Date. Any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Approved by: John Wirth, Mayor

Date Approved: March 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 March 8, 2022.

Caroline Fochs, City Clerk

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA
 REGISTERED STATE OF WISCONSIN
 NO. R-__ OZAUKEE COUNTY
 CITY OF MEQUON
 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
MARCH 1, 20__	MARCH 24, 2022	__%	587316__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
 (\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Mequon, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing March 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States by Bond Trust Services Corporation, Roseville, Minnesota, the fiscal agent appointed by the City pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Note shall be payable only upon presentation and surrender of the Note at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$9,620,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of street and interchange improvements and Tax Incremental District No. 3 project costs, all as authorized by resolutions of the Common Council duly

adopted by said governing body at a meetings held on February 8 and March 8, 2022. Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Notes maturing on March 1, 2030 and thereafter are subject to redemption prior to maturity on March 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the City has designated this Note to be a “qualified tax-exempt obligation” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Bond Registrar. In the event that the Depository does not continue to act as depository for the Notes, and the Common Council appoints another depository, new fully registered Notes in the same aggregate principal amount shall be issued to the new depository upon surrender of the Notes to the Bond Registrar, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Bond Registrar shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The City and the Bond Registrar may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Mequon, Ozaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the 24th day of March, 2022.

(SEAL)

By: _____
John Wirth,
Mayor

By: _____
Caroline Fochs,
City Clerk

Attachment: 2022A Exhibit B (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or its Nominee
Name)

(Authorized Officer)

NOTICE: The above-named Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT F
FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into the ___ day of March, 2022, by and between the City of Mequon, Ozaukee County, Wisconsin (the “City”), and Bond Trust Services Corporation, Roseville, Minnesota (the “Agent”).

WITNESSETH:

WHEREAS, the City has authorized the borrowing of the sum of NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS (\$9,620,000) pursuant to Section 67.12(12), Wisconsin Statutes, and a resolution adopted by the Common Council on March 8, 2022 and has authorized the issuance and sale of \$9,620,000 principal amount of general obligation promissory notes to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Promissory Notes, Series 2022A”; shall be dated March 24, 2022; shall bear interest and shall mature on March 1 of each year, in the years and principal amounts as set forth on Exhibit A attached hereto and incorporated herein by this reference. Interest shall be payable on March 1 and September 1 of each year commencing on March 1, 2023 until the principal of the Obligations is paid in full or discharged;

WHEREAS, the City is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Common Council of the City has authorized the appointment of the Agent as Fiscal Agent of the City for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the City and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the City with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the City.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the City agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the City a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the City. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the City a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the City exercises its option, if any, to redeem any of the Obligations, the City shall direct the Fiscal Agent to give notice of such redemption by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such direction shall be given at least thirty-five days prior to such redemption date.

In addition, in accordance with the recommendations of the Securities and Exchange Commission, the Fiscal Agent shall give notice of any call for redemption to all registered securities depositories and to a national information service that disseminates notices of redemption of such Obligations, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket City Letter of Representation which has been executed and delivered to The Depository Trust Company by the City.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the City with an accounting of payments received and made and funds on hand annually upon reasonable request.

XII. FEES

The City agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the City exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the City by the Fiscal Agent. In the event the City exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the City or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the City and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of City, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the City.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the City's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the City after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on City's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the City and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

By: _____
John Wirth,
Mayor

(SEAL)

And: _____
Caroline Fochs,
City Clerk

Attachment: 2022A Exhibit F (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

By: _____

_____(Title)

And: _____

_____(Title)

Attachment: 2022A Exhibit F (RESOLUTION 3920 : Awarding the Sale of \$9.62M GO Notes)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 1, 2022
SUBJECT: RESOLUTION 3921 A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

Background

US Cellular has a lease with the City of Mequon to host equipment on the City's water tower located on North Weston Drive. This lease has been in place since 2001. US Cellular has requested to install additional equipment, which includes the addition of 3 GPS devices next to existing equipment on the exterior of tower and equipment inside the base of the water tower. US Cellular will also be completing some routine maintenance while installing the additional equipment.

Analysis

The City's Engineering Division and Water Utility staff have reviewed the plans and structural analysis for US Cellular's equipment. Staff has determined that US Cellular's proposed installation will not impact City operations or the water tower. There are no concerns from the Utility's standpoint. Furthermore, locating the equipment on the City's water tower avoids an undue proliferation of cell tower sites within the community.

Fiscal Impact

US Cellular has agreed to increase its annual lease payment to the City by \$4,8000 to account for the additional equipment added to the tower. US Cellular's new annual rent for 2022 will be \$43,056.04. There are no other changes to the terms of the existing contract.

Recommendation

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

Attachments:

Mequon Water Tower US Cellular First Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3921

A Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive

RECITALS

A. US Cellular desires to expand its equipment at the City's telecommunications site located upon the water tower located along North Weston Drive and increase its annual rent by \$4,300.

B. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed siting of the telecommunications on the City's water tower serves that goal.

C. The City's Engineering and Water Utility staff have reviewed the plan documents and determined US Cellular's additional equipment will not impact City operations or the tower itself.

D. The proposed lease amendment by and between the City and US Cellular has been favorably recommended by the Finance-Personnel Committee.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the attached lease amendment allowing for the location of additional US Cellular telecommunication equipment on the City of Mequon's water tower located along North Weston Drive is approved, and the appropriate City Officials are directed to execute such agreements on behalf of the City.

Approved by: John Wirth, Mayor

Date Approved: March 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 March 8, 2022.

Caroline Fochs, City Clerk

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (“First Amendment”), made this _____ day of _____, 20____ modifies that certain Water Tower Lease Agreement dated April 27, 2015, (the “Lease”) by and between the City of Mequon, (“Landlord”) and United States Cellular Operating Company, LLC a Delaware limited liability company, having an address at, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (“Tenant”).

WHEREAS, pursuant to the Lease, Landlord has leased to Tenant certain locations for Tenant’s cellular common carrier mobile radio station operations (“the Site”) located on a parcel of leased land (the “Site”), in the City of Mequon, Ozaukee County, State of Wisconsin, and;

WHEREAS, the Tenant desires to modify equipment on the Water Tower and the Landlord is agreeable to approving Tenant’s intended changes

NOW THEREFORE, in consideration of the terms of the Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- I. Lease Exhibit B is hereby deleted and replaced with the following attached Exhibit B-1.
- II. In consideration for Tenant’s Equipment additions listed in exhibit B-1, effective upon the first day of the month following the installation of said Equipment, the rent will be increased by Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) per year, partial year prorated. Rent shall continue to escalate in accordance with the Lease.
- III. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF AMENDMENT-SIGNATURE PAGE TO FOLLOW]

Site Name: 76th & Mequon

Site Number: 784446

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

LANDLORD:
City of Mequon

TENANT:
United States Cellular Operating Company,
LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Attachment: Mequon Water Tower US Cellular First Lease Amendment (RESOLUTION 3921 : US Cellular Water Tower)

Site Name: 76th & Mequon

Site Number: 784446

STATE OF WISCONSIN)
)
 COUNTY OF MILWAUKEE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower Lease Agreement, appeared before me this day in person and acknowledged that he signed the said Amendment as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tower Lease Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

 Notary Public

My commission expires _____

Attachment: Mequon Water Tower US Cellular First Lease Amendment (RESOLUTION 3921 : US Cellular Water Tower)

Site Name: 76th & Mequon

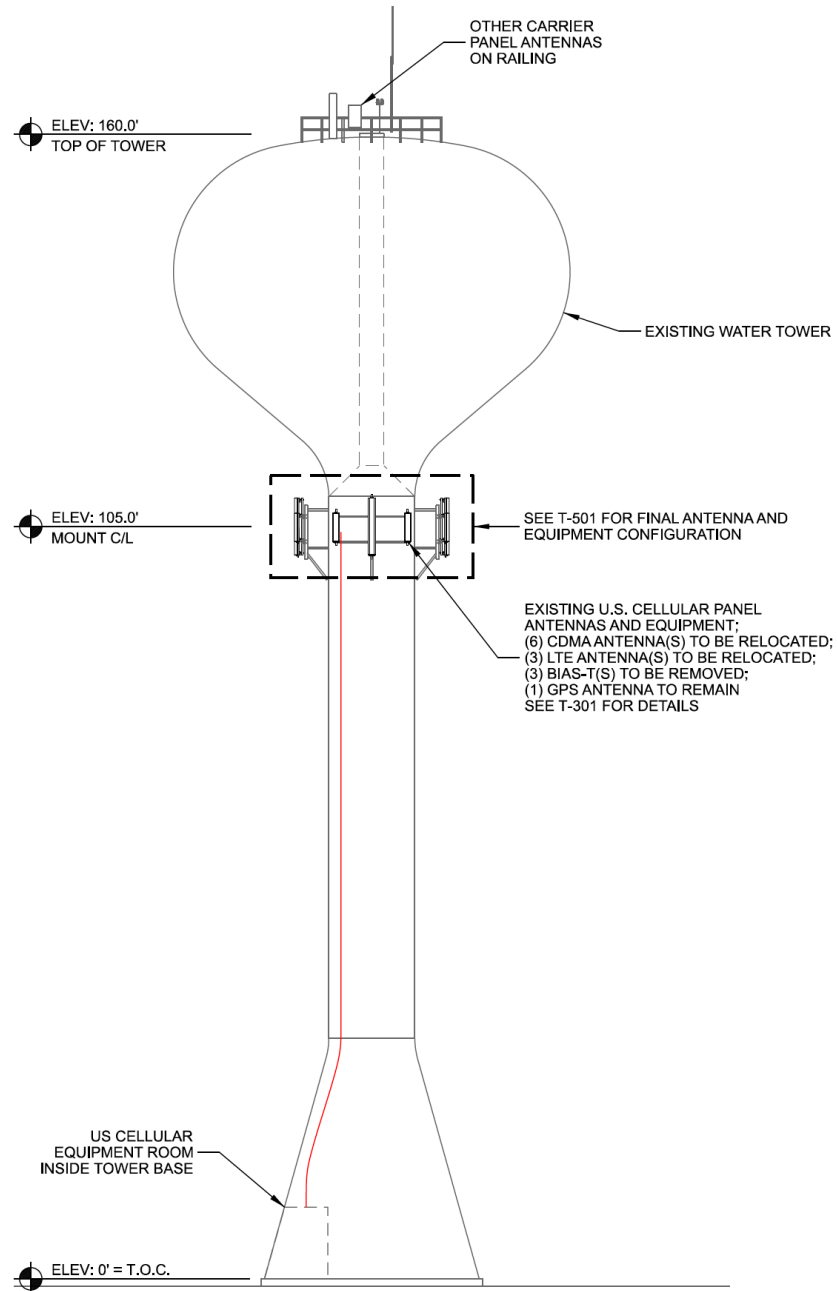
Site Number: 784446

EXHIBIT B-1



Attachment: Mequon Water Tower US Cellular First Lease Amendment (RESOLUTION 3921 : US Cellular Water Tower)

EXHIBIT B-1 (cont.)

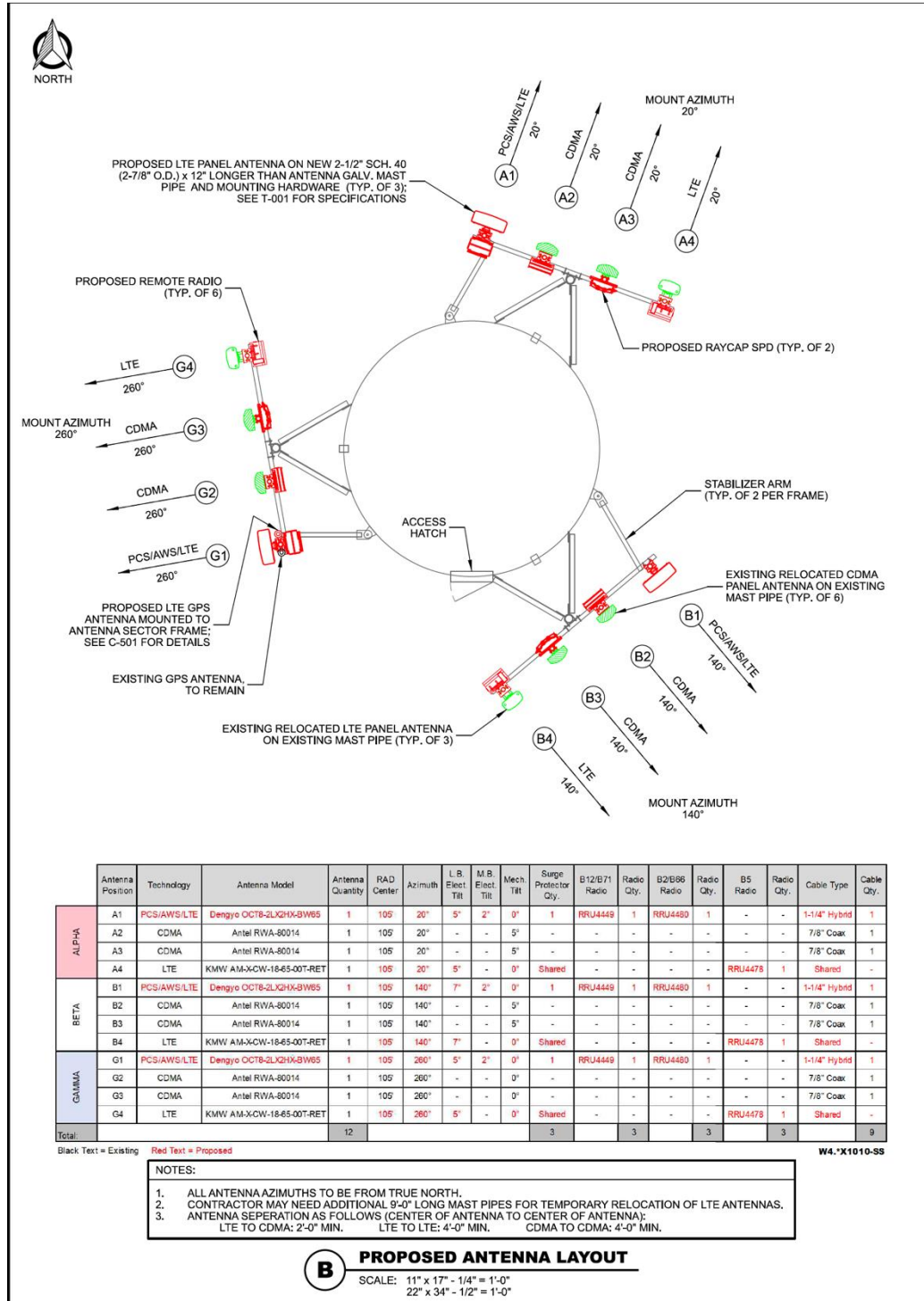


NOTE:

- ELEVATIONS ARE BASED ON MEASUREMENTS WITH TOTAL STATION. HEIGHTS ARE ROUNDED TO THE NEAREST 0.5'.

A **EXISTING SITE ELEVATION**

EXHIBIT B-1 (cont.)





11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 1, 2022
SUBJECT: RESOLUTION 3922 A Resolution Approving a Second Amendment to the Cell Tower License Agreement with United States Cellular LLC Extending the License Term at 11830 North Port Washington Road Through 2047

Background

The City of Mequon owns a cell tower at the Eastside Fire Station located on 11800 North Port Washington Road. US Cellular's current lease to house its telecommunication equipment will expire on December 23, 2023.

Analysis

The original lease provided for 4 automatically renewing 5-year terms. If approved, the proposed amendment to the US Cellular lease will provide 5 additional automatically renewing 5-year terms. All told, if left unchanged, the agreement would run for an additional 25 years. All other terms of the existing contract will remain in place, which includes the City's ability to terminate the lease with 6 months notice to US Cellular and the ability to request a one time relocation of US Cellular's telecommunication equipment.

Fiscal Impact

US Cellular currently pays \$29,171.76 per year to the City in rent. Rent will continue to increase by 4% each year as provided in the original contract.

Recommendation

Recommendation forthcoming from the Finance-Personnel Committee on March 8, 2022.

Attachments:

US Cellular Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3922

A Resolution Approving a Second Amendment to the Cell Tower License Agreement with
United States Cellular LLC Extending the License Term at 11830 North Port Washington Road
Through 2047

RECITALS

A. US Cellular's lease agreement with the City of Mequon to host telecommunications equipment at the 11800 North Port Washington Road is set to expire on December 23, 2023, and US Cellular desires to extend the lease.

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

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

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

1. The attached amendment between the City and US Cellular extending the current lease to host telecommunications equipment at 11800 North Port Washing Road is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: John Wirth, Mayor

Date Approved: March 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 March 8, 2022.

Caroline Fochs, City Clerk

FIRST AMENDMENT to LICENSE AGREEMENT

THIS FIRST AMENDMENT to LICENSE AGREEMENT (“First Amendment”), made the ____ day of _____, 20____, modifies that certain License Agreement dated August 19, 2003, by and between City of Mequon, having an address 11333 Cedarburg Road 60W, Mequon, Wisconsin 53092, hereinafter referred to as “City,” and United States Cellular Operating Company LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Company.”

WHEREAS, City and Company entered into this License Agreement to allow Company to locate a telecommunications base station located at 11800 N. Port Washington Road, City of Mequon, County of Ozaukee, State of Wisconsin and;

WHEREAS, the License Agreement will expire on December 3, 2023 and both parties are desirous of continuing their relationship and this amendment will extend the term of the License Agreement.

NOW THEREFORE, in consideration of these presents, the parties hereby agree that the License Agreement is now modified as follows:

- I. License Agreement Section 3, Term, is hereby amended only to the extent that the amount of renewal terms granted under the License Agreement are increased from three (3) to nine (9) additional terms of five (5) years each upon a continuation of all the same provisions hereof.
- II. In all other respects the License Agreement is hereby ratified and affirmed without change.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Attachment: US Cellular Lease Amendment (RESOLUTION 3922 : US Cellular Port Road)

Site Name: Mequon East

Site Number: 784513

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Amendment as of the date of full execution.

CITY: City of Mequon

COMPANY: United States Cellular
Operating Company LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

Attachment: US Cellular Lease Amendment (RESOLUTION 3922 : US Cellular Port Road)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: William Jones, City Administrator
DATE: February 24, 2022
SUBJECT: RESOLUTION 3923 A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

Background

On December 23, 2014, the Common Council approved an initial employment agreement with City Administrator William Jones, who began his duties with the City of Mequon on January 12, 2015. The agreement includes provisions whereby on an annual basis, the Common Council will review the performance, as well as the compensation and benefits, of the City Administrator.

Analysis

In February, the Common Council and the City Administrator met to review and discuss Mr. Jones' job performance over the last 16 months. Following this evaluation, the Common Council authorized an adjustment to the City Administrator's salary for 2022, as well as other related amendments. Accordingly, a fifth amendment to the City Administrator's employment agreement was prepared, to properly reflect the approved changes.

Fiscal Impact

The proposed fifth amendment adjusts the City Administrator's annual salary from \$147,540 in 2021 to \$155,000 for 2022. This results in an overall annualized increase of 2.75% in the City Administrator's salary since January 2015. In subsequent years, the amendment further authorizes annual adjustments to the City Administrator's base salary in the amount of \$5,000, beginning each January 1.

Additionally, the fifth amendment adjusts a yearly automobile allowance established in 2015 from \$2,730 to \$2,800 for 2022, and by \$200 annually in subsequent years. Further, a previous longevity bonus contained in the agreement's fourth amendment has been eliminated. The proposed amendment also continues to provide an option to bank or cash-out up to 50 hours (previously 40 hours) of unused paid time off (PTO) each year, above the current 40-hour maximum that can be carried-over from one calendar year to the next. Lastly, the severance amount payable under the employment agreement has been adjusted from \$130,000 to \$150,000, to reflect accrued salary adjustments and service time with the City over the past seven years.

Recommendation

Adoption of the Proposed Resolution.

Attachments:

FIFTH AMENDMENT - WHJ JR. EMPLOYMENT AGREEMENT (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3923

A Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City
of Mequon and William H. Jones, Jr.

RECITALS

1. Section 2-180 of the Mequon Municipal Code calls for the appointment of a City Administrator.
2. The City of Mequon and William H. Jones, Jr., entered into an Employment Agreement on January 2, 2015, wherein the parties set forth their entire understanding regarding the employment of Mr. Jones as City Administrator for the City of Mequon.
3. The City and Mr. Jones desire to amend the Employment Agreement upon such terms that are mutually agreeable to the parties.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED, by the Common Council of the City of Mequon, Wisconsin, that the Fifth Amendment to Employment Agreement in the form as attached is approved, and that the Mayor and City Clerk are hereby authorized to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: March 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 March 8, 2022.

Caroline Fochs, City Clerk

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment"), effective as of January 1, 2022, is by and between the CITY OF MEQUON, a Wisconsin municipal corporation (the "City"), and William H. Jones, Jr. ("Employee").

RECITALS

A. The City and Employee entered into an Agreement on January 2, 2015, in which the parties set forth their entire understanding regarding the employment of the Employee as City Administrator (as amended prior to this date, the "Employment Agreement").

B. The City and Employee desire to amend the Employment Agreement upon the terms set forth in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Amendment, the parties agree as follows:

1. Section 5 of the Employment Agreement is replaced in its entirety with the following:

During calendar year 2022, the City shall pay an annual base salary of \$155,000 to Employee for his services under this Agreement. The City shall pay such base salary to Employee in installments at the same time the City pays other employees. Unless this agreement is first terminated, Employee's annual base salary shall increase by \$5,000 as of January 1 of each calendar year.

Upon approval of the Common Council in its discretion, the City may pay to Employee a bonus from time to time based on performance, to adjust for inflation or for other good reason.

2. The City shall, with the payroll following the execution of this Amendment, pay to Employee an amount equal to the difference between the amount actually paid to Employee from January 1, 2022 through the date of execution and the amount that would have been paid to Employee had the parties executed this Amendment on or before January 1, 2022.

3. The first paragraph of Section 7 of the Employment Agreement is replaced in its entirety with the following:

In the event the Common Council terminates Employee's employment, the City shall pay to Employee the sum of \$150,000 ("severance compensation"), together with payment of any sick leave, vacation and/or

holiday benefits accrued; however, no such amounts shall be payable to Employee if such termination (a) is for cause, as defined below, or (b) occurs on or before the 90th day following any true report published in any traditional or electronic media that Employee has applied or interviewed (in 2022 or later) for a position with another employer. As used in this paragraph, “cause” means a material breach of this Agreement or misconduct, malfeasance, willful breach or habitual neglect of duty, defalcation or conduct in derogation of the rights of the City as the employer as generally defined in the City’s Personnel Code as amended from time to time.

4. Section 9 of the Employment Agreement is replaced in its entirety with the following:

During calendar year 2022, the City shall pay to Employee the annual sum of \$2,800 as an automobile allowance to defray Employee’s local and regional travel costs. Unless this agreement is first terminated, Employee’s annual automobile allowance shall increase by \$200 as of January 1 of each calendar year. The City shall reimburse Employee for out of the ordinary travel expenses on a basis determined by policy established by the Common Council.

5. Section 16 of the Employment Agreement is replaced in its entirety with the following:

Employee shall earn, accrue, and may use any and all employee benefits to which he will otherwise be entitled based upon longevity. All provisions of the Mequon Personnel Code and employment and benefit policies of the City, as the same may be amended from time to time, providing for the earning, accrual and use of employee benefits, including, but not necessarily limited by enumeration, vacation and sick leave, retirement and pension system contributions, and holidays, shall apply to Employee in the same fashion as other non-represented employees of City, except as follows: (1) for the sole purpose of calculating the maximum available Paid Time Off (“PTO”) benefit, upon commencing employment, Employee was deemed to have the equivalent of 10 years of service with the City; (2) prior to 2022, Employee had the option to bank/cash-out annually up to 40 hours of unused PTO above the amount that City employees are annually permitted to carryover for use in the following calendar year; and (3) commencing as of January 1, 2022, Employee has the option to bank/cash-out annually up to 50 hours of unused PTO.

6. The Common Council may rely on the annual adjustments described in this Amendment instead of performing the salary and benefits annual review, but not the performance evaluation, described in Section 18 of the Employment Agreement. Additionally, the provisions of Section 18 are aspirational rather than mandatory. Employee, the Common Council and the

Mayor have not strictly abided by the provisions of Section 18 and might not in the future. No such failure to abide strictly by such provisions shall be deemed a default or constructive termination of the Employment Agreement.

7. Except as provided in this Amendment, the terms, covenants and provisions of the Employment Agreement remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Employment Agreement, the terms and provisions of this Amendment control.

Effective and dated as of the date first set forth above.

CITY:

EMPLOYEE:

CITY OF MEQUON

William H. Jones, Jr.

John M Wirth, Mayor

Caroline Fochs, City Clerk



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: March 8, 2022
SUBJECT: RESOLUTION 3924 A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+ Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

Background

The City of Mequon is in receipt of an application by Mind+ Neurology for \$100,000 from its Revolving Loan Fund (RLF). Please find attached a memo from Ozaukee County Economic Development Director, Kathleen Cady-Schilling dated February 4, 2022, which summarizes the proposal and analysis and includes conditions of approval recommended by the Economic Development Board.

Analysis

The request for the loan is to assist with leasehold improvements. The new clinic will open in the Mequon Corporate Park at 12200 Corporate Parkway. The new business will create a minimum of 5 new full-time equivalent positions as part of the loan application and \$1.4M in tenant improvements.

The funding request was evaluated by Ozaukee County Economic Development and by an outside financial consultant working on behalf of the City. In addition to new job creation, the loan approval is contingent upon the use of the owners' private equity and finalization of an approved \$2.4M loan by Waukesha State Bank, a 10-year term and amortization, an interest rate of 1.67% and collateral.

Fiscal Impact

The balance of the City's revolving loan fund is \$405,000. These funds are administered by the Department of Commerce and Ozaukee County Economic Development. Action to approve the application by Mind+ Neurology will result in a fund balance of approximately \$305,000.

Economic Development Board Recommendation

The Economic Development Board recommended approval on February 22, 2022, by a vote of 5-1.

Finance & Personnel Committee Recommendation

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

Attachments:
OED Memo (DOCX)

Mind+ RLF Application (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3924

A Resolution Approving a Revolving Fund Loan in the Amount of \$100,000 for Mind+
Neurology, a Medical Clinic, Located at 12200 Corporate Parkway

RECTIALS

A. The City Economic Development Board recommended approval of a \$100,000 revolving loan fund application for Mind+ Neurology, a medical clinic, located at 12200 Corporate Parkway at their meeting on February 22, 2022, in accordance with a recommendation from Ozaukee County Economic Development.

B. The Finance-Personnel Committee and Common Council recommended approval of the loan at their meeting on March 9, 2022.

C. The loan will create a minimum of 5 full-time equivalent jobs.

D. The loan will be used to assist with leasehold improvements.

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

1. The \$100,000 loan application for Mind+ Neurology is approved in accordance with the attached recommendation from the Economic Development Board and Finance-Personnel Committee subject to the following conditions:

- a. That a \$100,000 RLF loan is provided to Mind+ Neurology. The loan will be used the leasehold improvements for their new clinic at 12200 Corporate Parkway.
- b. That a loan of \$2.4 million is provided to the Company by Waukesha State Bank.
- c. That the RLF loan is provided with a ten-year term and amortization and an interest rate of 1.67 percent.
- d. That the RLF loan have a six-month deferral of principal payments.
- e. That keyman insurance is taken out for all three principals for the term of the loan.
- f. That the company shall at all times during the term of the loan have a Board-certified Neurologist on staff.

- g. That the loan is secured with the collateral on all business assets and personal guarantees from Mr. Aaron Hart, Mr. Jacob Hart and Dr. Aaron Bubolz.
- h. That the Company creates at least 5 new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center.
- i. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of its corporate Federal income tax return.

2. The Mayor, City Clerk, and other appropriate City staff are directed and authorized to sign and close any and all necessary loan documents that are consistent with this approval subject to the City Attorney's review and approval.

Approved by: John Wirth, Mayor

Date Approved: March 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 March 8, 2022.

Caroline Fochs, City Clerk



MEMORANDUM

TO: Mequon Economic Development Board

FROM: Kathleen Cady Schilling, Executive Director
Ozaukee Economic Development

DATE: February 4, 2022

SUBJECT: REVOLVING LOAN FUND LOAN: Mind+ Neurology

The purpose of this memorandum is to provide a summary and staff analysis of the request from Mind+ Neurology for a Revolving Loan Fund (RLF) loan for leasehold improvements to open a new clinic in the Mequon Corporate Park. Mind+ Neurology's entire project is 2.65 million dollars and includes \$850,000 in leasehold improvements, \$200,000 in capital equipment and 1.6 million in working capital. The RLF portion of the loan would be utilized for the leasehold improvements. The business has requested a \$100,000 loan.

Background

Mind+ Neurology will be a new clinic with a focus on offering comprehensive care for sufferers of headaches and migraines, including diagnosis, treatment, and continuous care plan management. A complete portfolio of care services, including treatment procedures, will be provided at the clinic as well as offering digital patient care for diagnosis, medication and care plan management for patients throughout Wisconsin and the United States.

The company will be led by three members with complimentary skills. Aaron Hart will serve as the Chief Executive Officer. Mr. Hart comes GE Healthcare and his last position was as a Senior Project Director for GE Healthcare's Mural Solution. Dr. Aaron Bubolz will serve Chief Medical Officer and Physician. Dr. Bubolz has worked with Aurora in the Neurology field since 2016. Jacob Hart, RN, BSN, MBA will serve as the Chief Operating Officer. Mr. J. Hart is a Health Care Executive working with Aurora Health Care in Patient Care. Mr. Aaron Hart and Dr. Bubolz will each own a 40% share in the company and Mr. Jacob Hart will own 20% share.

The company feels that it has a competitive advantage as there are only five board certified neurologists in Wisconsin and four clinics focusing on headache and migraine management. Only two of these clinics are located in the Milwaukee area and Mind+ has some competitive advantages – one not being

connected to any of the current health care systems, allowing them to attract patients from throughout the different systems and its utilization of the digital marketplace allowing them to expand their reach beyond Milwaukee.

The company will be executing its lease at the beginning of the second quarter with a planned opening in October of 2022. Patients will begin soon after. The company has provided the City with detailed financial projects breaking out their costs on a monthly basis. Due to the fact that patients will not be seen until the fourth quarter of 2022 and a significant amount of costs will be expended on the build-out of the space and purchase of equipment, it does show a loss in 2022. With a planned marketing campaign and the development of partnerships with area medical groups, 2023 shows a small profit with the company achieving significant profits by 2024.

The company will be hiring additional employees. Two additional FTEs will be hired for the management team, both a Director of Patient Acquisition and a Director of Revenue. Within two years, an additional 16 FTE and 16 PT employees will be hired to work directly with patient care.

Funding Request

The Company is requesting that the \$100,000 RLF loan be provided with a term of ten years and an interest rate of 1.675 percent, with a six month deferral of principal to ease the original start-up costs. The company has received an approval for \$2.4 million loan from Waukesha State Bank. Additionally, the owners will be putting in \$150,000 in owner's equity into the project.

The collateral available to secure the loan would be a second GBSA on all business assets and personal guarantees from Mr. Aaron Hart, Mr. Jacob Hart and Dr. Bubolz.

The Company has agreed to create at least 5 new full-time equivalent jobs in exchange for the RLF loan (The company plans on hiring 18 new FTE positions and additional PT positions.). The company will use our partner, Forward Careers to promote these positions.

Per Mequon's requirements, OED had this loan reviewed secondarily by Trish McEnerney from BMO Harris. Ms. McEnerney provides this analysis to OED and the City of Mequon. Ms. McEnerney is recommending approval per her review, it reviewing the business plan, she felt that they had a strong competitive advantage due to the field of medicine. She thought that the financials looked solid and that the ability to take private insurance, plus the subscription model strengthens their application.

Contingencies

If the City approves the loan request, it is recommended that the following conditions accompany the approval:

1. That a \$100,000 RLF loan is provided to Mind+ Neurology. The loan will be used for leasehold improvements in their new clinic at 12200 Corporate Parkway.

2. That a loan of \$2.4 million is provided to the Company by Waukesha State Bank.
3. That the RLF loan is provided with a ten-year term and amortization and an interest rate of 1.67 percent.
4. That the RLF loan have a six month deferral of principal payments.
5. That keyman insurance is taken out for all three principals for the term of the loan.
6. That the company provide evidence of a contract with Dr. Bubolz for the term of the loan with a contingency that his employment may not terminate until a replacement Board-certified Neurologist is found.
7. That the loan is secured with the collateral identified above.
8. That the Company creates at least 5 new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center.
9. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.

* * *

Attachment A

City of Mequon
Revolving Loan Fund Application

1. Business Name: Mind+ Neurology Inc
 Address: 12200 N. Corporate Parkway
Mequon, WI

Contact Person: Aaron Hart
 Telephone No.: 414-416-7568

2. Brief Project Description: Mind+ Neurology is neurology clinic with a clear focus on offering complete
and comprehensive care for sufferers of headache and migraine, including diagnosis, treatment, and care plan
management. A complete portfolio of care services, including treatment procedures, will be provided at a
world-class clinic, while offering unmatched digital patient care services for diagnosis, medication, and care plan
management to patients across Wisconsin and the United States.

3. <u>Source and Use of Funds</u>	<u>RLF Financing</u>	<u>Bank Financing</u>	<u>Other Financing</u>	<u>Owner's Equity</u>	<u>TOTAL</u>
a) Real Estate Purchase					
b) Building Construction					
c) Building Renovation					
d) Leasehold Improvements	\$ 100,000	\$ 750,000			\$ 850,000
e) Capital Equipment		\$ 200,000			\$ 200,000
f) Working Capital		\$ 1,450,000		\$ 150,000	\$ 1,600,000
g) Closing Costs					\$ -
TOTAL PROJECT COSTS	\$ 100,000	\$ 2,400,000	\$ -	\$ 150,000	\$ 2,650,000

4. RLF Assistance Requested:

a) Loan Amount \$ 100,000
 b) Interest Rate (percent) 2.00%
 c) Loan Term (years) 7
 d) Principal Deferral (months) 8

5. Source of Private Debt Financing

Name: Waukesha State Bank
 Address: Waukesha, WI

Contact Person: Avelina Poppert
 Telephone No.: (262) 953-5716

6. Job Creation and Retention

	New Jobs		Retained Jobs	
	Number	Pay Range	Number	Pay Range
Full-Time Jobs	20.0	150K-250K	20.0	150K-250K
Part-Time Jobs	17.0	50K-100K	17.0	50K-100K
TOTAL JOBS	28.5	FTE		

7. Date Project Will Begin: March 1, 2022

I hereby certify that the information provided above and in the attached supporting documentation is to the best of my knowledge true and correct.


 Signature

27 January 2022
 Date

For additional information about the City of Mequon RLF program, please contact Kathleen C. Schilling, Executive Director, Ozaukee Economic Development (262) 238-7730.

Please submit the RLF application and supporting documentation to:

Kathleen Schilling, Executive Director
 Ozaukee Economic Development
 121 W. Main Street
 Port Washington, WI 53074



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

Background

Foxtown Ventures, owners of the Town Center Foxtown Master Planned Project, is seeking approval of a development agreement amendment to make two specific deadline extensions for certain parcels of the total 17-acre phased master planned project (see attached master plan). On December 14, 2021, the City declared both parties would not be deemed in default, in order to provide an opportunity to review financial impacts related to the Tax Increment District (TID) #3, and development impacts related to the physical and aesthetic conditions of the Town Center neighborhood.

The original development agreement was approved on September 11, 2018, and one amendment was executed on January 15, 2020, to create the sequence of certain project phases' occupancy based upon the completion of other project phases. Copies of the development agreement and amendment are on file in the City's Clerk Office.

Developer Request

The development and implementation of the approved master plan is on time with the completion of the project phases as required per the development, except for one building. That building is currently under construction and identified as Parcel/Building D. The project team was delayed during construction due to the poor structural condition of the original building's framing and roof structure. The structural components were rebuilt, and this building will be completed in 2022, which results in a one year delay as originally required by the development agreement.

In addition, Foxtown Ventures seeks approval to delay the completion date (12.31.2022) of Parcel E/Building E-3 until 2026, which results in a four year delay as originally required by the development agreement.

Analysis

The Development Agreement requires a total Project Completion Value to be not less than \$50,000,000 (equalized) as of January 1, 2024. The 2022 project value is \$45,950,000. The project must achieve an additional value of approximately \$4M within two years.

Developer Request: Extend the Completion Timing of Parcel D/Building D by One (1) Year.

The delay of Parcel D/Building D from 2021 to 2022 does not have a negative fiscal impact on the City. The development agreement outlines the reimbursement of increment to the Developer on an annual basis including three (3) years of reimbursement paid by the City to the Developer at 100%. The three years of reimbursement at 100% are based on taxes assessed in years 2020, 2021 and 2022. The City will capture 30% of the full value of Parcel D/Building D for the first time in 2023, as expected under the original development agreement despite this request.

Building D achieved a significant increase in value due to the construction that has occurred thus far. There is a 492% increase in value from 2021 to 2022 from Building D (\$917,800 to \$5,434,600¹) and a 4,145% increase in value from Parcel D's base improvement value. The value of Parcel D exceeds the original expectations as shown in Chart 1.

CHART 1: Parcel/Building D

	<u>Projected Improvement</u>			<u>Jan 2022 Assessed Value</u>	
	<u>Base Imp Value</u>	<u>Value Per Original DA</u>	<u>Jan 2021 Equalized Value</u>	<u>Jan 2021 Personal Property Tax</u>	<u>Per Grot</u>
Parcel D	\$128,200	\$2,600,000	\$917,800	NA	\$5,434,600

Developer Request: Extend the Start and Completion Timing of Parcel E/Building E-3

The request to delay the start and completion of Building E-3 on Parcel 3 does have a potential negative fiscal impact on the City. There is vacant commercial tenant space in the recently constructed Buildings E-1 and E-2 on Parcel E therefore, staff understands the interest in delaying construction, however an unnecessarily long delay when the future market conditions are unknown, or a delay past the closure of the TID, is not in the public's best interest. In addition, the location of Building E-3 fronts Weston Drive and is directly across the street from the West House apartments. The lack of Building E-3 impacts the aesthetics of the street edge and expected views from the residential development on the west side of West Drive. Therefore, staff recommends Building E-3 be delayed no longer than a completion date of December 31, 2026.

There is a 7,586% increase in value from Parcel E's base improvement value². However, Building E-1 and E-2 underperformed based on original expectations. Those values, coupled with the delay of E-3, results in a deficit value of approximately \$3.6M for Parcel E as shown in Chart 2 as originally required by the development agreement.

CHART 2: Parcel E/Buildings E-1, E-2 and E-3

¹ 2022 Assessed Value provided by City Assessor, Mike Grot

² 2022 Assessed Value provided by City Assessor, Mike Grot

	Projected Improvement				Jan 2022
	Base Imp Value	Value Per Original DA	Jan 2021 Equalized Value	Jan 2021 Personal Property Tax	Assessed Value Per Grotta
Parcel E-1	\$92,000	\$4,500,000			
E-2		\$4,500,000			
E-3		\$1,700,000	Not Built		
		\$10,700,000	\$5,411,000		\$7,072,000

Staff Recommended Contingencies

The City's expectations of project success are three fold; 1) value is achieved for the financial health and anticipated expenditures associated with the TID, 2) objectives and intent of the original development agreement remain intact and the City achieves its return on investment (ROI), and 3) physical development and construction of a complete master planned neighborhood is executed in a timely fashion.

The following highlights contingencies recommended by staff in response to developer requested delays and to ensure the expected success of the project is upheld:

1. During construction, the area of Parcel 3/Building E-3 has been used for construction storage and staging. Given the proposed delay in construction, this development agreement amendment requires Parcel E be cleared of all materials, then graded (final grade), seeded and function as green space by June 1, 2022.
2. In addition to a completion date for Building E-3 of December 31, 2026, this development agreement amendment requires Parcel F (23 pocket homes) complete construction of 80%, or 18 homes, and achieve final occupancy by December 31, 2026.
3. This amendment provides the City 30% of collection of the tax revenue in 2023 based on a project value of \$50M despite the projected value of \$45.9M, in order to achieve the City's expected return on investment. The Developer will receive the remaining tax revenue less administrative fees and the entire project's base improvement value, which result in less than the 70% otherwise provided in the original development agreement.
4. The amendment also provides the right to the City to withhold future tax reimbursements if the Developer defaults in the new completion dates for Parcel E/Building E-3 or Parcel F at 80%. Both parties continue to have the right to cure any default.

The administration of the tax reimbursement will be documented by two distinct municipal revenue obligations (MROs) and updated based on the amended development agreement.

Further, the owners of Foxtown Ventures, agree to the proposed contingencies as provided in the attached development agreement and consent to its approval as drafted.

Fiscal Impact

Year 2022:

Despite the proposed delay in construction of Building E-3, the overall project values in 2022 will exceed the value anticipated by 2022 by 19.6%. The expected net tax revenue in 2022 is

\$621,556.

Year 2024:

The development agreement requires project completion by January 1, 2024 and a project value of \$50M. The Developer agrees to the make the shortfall payment in 2023.

Recommendation

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

Attachments:

Foxtown Master Plan (PDF)

Development Agreement Amendment No. 3 (DOCX)

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

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 March 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 is 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: March 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 March 8, 2022.

Caroline Fochs, City Clerk

MASTERPLAN RENDERING



THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (the “Amendment”), is dated as of March 8, 2022, and is entered into by and between the City of Mequon, a Wisconsin municipal corporation (“City”) and Foxtown Center, LLC (the “Developer”).

WHEREAS, the City and Developer entered into a Development Agreement (the “Original Agreement”) dated as of September 11, 2018, regarding a development named Foxtown, which Agreement contained certain deadline dates; and

WHEREAS, the City and Developer entered into a First Amendment to Development Agreement (the “First Amendment”), dated as of January 15, 2020; and

WHEREAS, the City and Developer entered into a Second Amendment to Development Agreement dated as of December 14, 2021 (the “Second Amendment,” or together with the Original Agreement and the First Amendment, the “Agreement”); and

WHEREAS, City acknowledges that the Fast Track Improvements have been completed and the Lookback Review has been completed, and the final amount of the Fast Track Improvement Costs has been determined; and

WHEREAS, the City and Developer acknowledge that since the final Fast Track Improvement Costs have been determined, it is practical for the City to issue two MROs, one for the Fast Track Improvement Costs, and one for the Additional 5% Incentive; and

WHEREAS, the Developer wishes to extend certain deadlines in the Agreement, the City wishes to add certain terms in consideration of these extensions, and the parties wish to make certain clarifications in the Agreement; and

WHEREAS, the Agreement contained deadlines for completion of the Project on individual Parcels and as a whole, and assumptions on the Tax Increment that would be generated by the completion of development on these Parcels, including the shared Tax Increment that would be retained by the City; and

WHEREAS, the City Assessor has made calculations of the January 1, 2022 New Development Values of the Parcels, which indicates that some of the Parcels have been completed more quickly than projected and produced more Tax Increment than expected, and that some of the Parcels have been completed later than required or produced less Tax Increment than expected, but that overall the Property has a New Development Value that is more than the \$30,000,000 minimum required by January 1, 2023 in Section 4.2(b) of the Agreement, and is less than the \$50,000,000 projected Completion Value required by January 1, 2024, but that the improvements on Parcel D are not completed; and

WHEREAS, the Required Developer Build & Financially Contribute Offsite Improvements have been completed; and

WHEREAS, the City Owned Public Improvements have been completed; and

WHEREAS, therefore, with this information, the City is willing to make some modifications to the required schedule in the Agreement, and to the terms of the Agreement, on the terms set forth below.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the Developer and the City hereby agree as follows:

1. Fast Track Incentive. City and Developer acknowledge that the Fast Track Improvements have been completed by Developer, have been inspected and approved by the City, and the Lookback Review has been completed. City and Developer agree that the final Fast Track Improvement Cost is \$1,647,719, which, along with the agreed upon Base Improvement Value of \$725,400, results in a “Total Fast Track Incentive” of \$2,373,119, and the first chart on Exhibit E of the Original Agreement is modified to reflect this amount.

2. Completion Dates. The Original Agreement required completion dates for all improvements on each Parcel, and the First Amendment modified some of those dates. The Agreement, and specifically Exhibit I of the Original Agreement, is hereby further modified to provide that the “Completion Year” for Parcel D shall be 2022; and for Parcel E Building 3 and Parcel F shall be 2026, meaning that the entire Project on those Parcels must be completed by the end of that Completion Year, except that the Project on Parcel F shall be considered “completed” when final occupancy permits have been issued for the buildings on 18 Lots in Parcel F, and all other improvements on Parcel F required by the Agreement (including Building and Site Improvements as defined in Section 1.1(b) of the Agreement), are completed by December 31, 2026, provided that the completion of all other improvements on Parcel F shall be subject to the terms and conditions of that certain Development Agreement between the City and Lakeside Development of Mequon, LLC dated April 14, 2021 (the “Lakeside Agreement”). The last note on Exhibit I (defining completion as platting) is hereby deleted.

3. Separate MROs. Notwithstanding anything in the Agreement or its exhibits, the City will issue two MROs, one for the Fast Track Incentive, in the amount of \$2,373,119, within 90 days, and one for the Additional 5% Incentive, if any is earned. MRO payment will be paid on September 1 of each year, until termination of the TID, and using the Percentages on Exhibit L.

4. Additional 5% Incentive. The Agreement, and particularly Exhibit E, provides that the Total Incentives owed to the Developer would never be more than \$4,764,809, so this number, less the Fast Track Incentive of \$2,373,119, means the Additional 5% Incentive can never be more than \$2,391,690. The parties agree that the fourth sentence in Section 4.2 of the Agreement is deleted and replaced with the following: “The actual total equalized valuation of the Project (real property and Personal Property) on January 1, 2024 shall be the “New Development Value.” As a reminder the term “New Development Value” is the final equalized value of the Property and Personal Property, and “New Improvement Value” is the New Development Value less the Base Improvement Value. Since December 31, 2023 was the Completion Date of the Project in

the Original Agreement, and the New Improvement Value was to be determined after that Completion Date, the New Improvement Value will be determined as of January 1, 2024; the Additional 5% Incentive shall be 5% of the New Improvement Value as of January 1, 2024, but no greater than the cap of \$2,391,690. Note Developer is not entitled to any part of the Additional 5% Incentive if it does not meet the requirements in Section 4.2(b) of the Agreement. The City shall issue an MRO for the Additional 5% Incentive, within 90 days after the issuance of the final assessment for January 1, 2024. The Fast Track Incentive MRO shall be paid in full first and then the MRO for the Additional 5% Incentive.

5. Parcel Cleanup. By June 1, 2022, all equipment, building material and soil stockpiles shall be removed from Parcel E, and the parcel shall be final graded and seeded with grass.

6. Guaranteed Tax Increment and Differential Payments. The parties agree that none of the terms in this Amendment will delay or reduce the Differential Payments required under the Agreement. The parties agree that, in a year where a Differential Payment is due under the provisions of Section 7.6 of the Agreement, rather than the City billing Developer for a Differential Payment, the City shall be entitled to retain, from the Tax Increment remaining after deducting the taxes collected on the Base Improvement Value, the City's Administrative Fees, and the City's Percentage (as shown on Exhibit L) of the taxes that would have been assessed and levied for that year if the equalized valuation of the Property and Personal Property was \$50,000,000 (unless the last sentence in Section 7.6 of the Agreement applies, in which case the foregoing amount shall be reduced to \$30,000,000). If the Tax Increment is insufficient in any year to make that payment, Developer will be required to make a Differential Payment for any shortfall. As identified on Exhibit L, Developer is to receive 100% of the Tax Increment (less the City's Administrative Fees and taxes collected on the Base Improvement Value) for three years, being for the taxes assessed on the value of the Project completed in calendar years 2019, 2020, and 2021 (which taxes will be assessed and levied against the Property and Personal Property in December of 2020, 2021, and 2022, respectively), and only 70% thereafter. Further, in consideration of delaying the completion dates of Parcels D, F and building 3 on Parcel E, if the equalized valuation of the Property and Personal Property as of January 1, 2023 is less than \$50,000,000, Developer agrees that a Differential Payment shall also be due with respect to taxes assessed and levied against the Property and Personal Property in December of 2023 (using the withholding procedure in this paragraph), which Differential Payment shall be determined as if the equalized valuation of the Property and Personal Property as of January 1, 2023 was \$50,000,000, as was projected in Exhibits I and L.

7. Language Clarifications. The word "assessed valuation" shall be replaced with "equalized valuation" in Section 4.2, line 18 of the Agreement, in order to match the other formulas. The last sentence of Section 7.6 of the Agreement is hereby deleted and replaced with the following: "Notwithstanding the language above, if, under the provisions of Section 4.2(b), the Developer fails the requirements and the entire Additional 5% Incentive is eliminated, then the Guaranteed Tax Increment shall be \$30,000,000 and not \$50,000,000, but the remainder of the provisions shall apply as to this lowered Guaranteed Tax Increment amount.

8. Confirmation. City and Developer acknowledge that these changes do not extend the dates for Developer to recover Tax Increment. None of the other dates in Exhibit I are changed.

Nothing in this Amendment shall delay the dates for the Developer to provide the Guaranteed Tax Increment. It is clarified that if any taxes assessed and levied against the Property and Personal Property in December of 2020, 2021, or 2022 (that is, for any year for which the Developer's "Percentage" in Exhibit L is 100%) become delinquent and payment of such delinquent taxes is received by the City in a later year, such taxes, when they are received by the City, shall be treated for purposes of the "Percentage" as if they were received in the year in which payment was due.

9. Application Deadline. With regard to the Application Deadline identified in the Second Amendment, the parties confirm that Application was resolved.

10. Definitions. All capitalized terms not otherwise defined herein shall have the same definitions as in the Agreement. Unless modified in this Amendment, all terms of the Agreement shall remain unchanged. Taking into account the modifications made by the First Amendment, the Second Amendment and by this Amendment, Developer remakes the warranties and representations in Section 3.2 of the Original Agreement, warrants that the facts on Exhibit A attached hereto are true, and warrants that the person signing this Amendment has the power and authority to act on behalf of all of the owners of the Properties encumbered by the Agreement. Changes contained herein shall supersede any contrary language in the Agreement or its exhibits.

11. Property Encumbered. Developer hereby confirms that the Agreement affects and encumbers the Property, as defined in the Agreement, and as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. If the signatures of any lender or any owner of any part of the Property are needed to make this Amendment effective, they are attached to this Amendment. The City may record an amendment to its Memorandum of Development Agreement to incorporate the terms in this Third Amendment.

12. Offsite Improvements. City and Developer confirm that the Required Developer Build & Financially Contribute Offsite Improvements, have been completed, have been inspected and approved by the City, and therefore this obligation is satisfied.

13. City-Owned Public Improvements. City and Developer confirm that the City Owned Public Improvements have been completed, have been inspected and approved by the City, and any Letter of Credit posted for that work has been released to Developer, except for Letter of Credit amounts for continuing maintenance provisions.

14. Penalty for Lack of Completion. In consideration of the extension of deadline dates for completion herein, if Building 3 on Parcel E is not completed by December 31, 2026, or if Parcel F is not completed by that date (taking into consideration that the definition of "completed" above is issuance of final occupancy permits for the buildings on eighteen (18) of the Lots, and the completion of the other improvements required on Parcel F, subject to the terms and conditions of the Lakeside Agreement), then City shall have the additional remedy of withholding any Payments on the MROs due in 2027 or 2028, until the City and Developer have executed a written agreement resolving that default.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF the Developer and the City of Mequon, Wisconsin, by its Common Council, have caused this Third Amendment to Development Agreement to be executed as of the dates set forth below.

DEVELOPER:

Foxtown Center, LLC

By: _____
Martin W. Meyer, its Manager

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF MILWAUKEE

Personally came before me this ____ day of March, 2022, the above named Martin W. Meyer, to me known to be the Manager of Foxtown Center, LLC, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

Joinder

Lakeside Development of Mequon, LLC joins in the execution of this Amendment for the sole purpose of agreeing to the modifications of this Amendment as said modifications affect Parcel F.

Lakeside Development of Mequon, LLC

By: _____

Thomas Zabjek, Manager

Dated: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF MILWAUKEE

Personally came before me this ____ day of March, 2022, the above named Thomas Zabjek, to me known to be the Manager of Lakeside Development of Mequon, LLC, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

Attachment: Development Agreement Amendment No. 3 (RESOLUTION 3917 : Foxtown DA Amendment #3)

City:

City of Mequon

By: _____
John Wirth, Mayor

Date: _____

Attest:

By: _____
Caroline Fochs, City Clerk

Date: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN

SS.

COUNTY OF OZAUKEE

Personally came before me this ____ day of March, 2022, the above named John Wirth and Caroline Fochs, to me known to be the Mayor and City Clerk, respectively, of the City of Mequon, Wisconsin, named above, and acknowledged the same.

*

Notary Public State of Wisconsin

My Commission:- _____

EXHIBIT A **LEGAL DESCRIPTIONS**

The Properties Encumbered by the Agreement and this Amendment are the following:

Parcel A: Foxtown Brewery/Restaurant

Lot 1 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin ("ROD") as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-025.00

Address: 6411 W. Mequon Road.

Current Owner and Parcel Owner: Mequon Brewing Property, LLC

Parcel B:

Lot 2 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin, as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-024.00

Address: 6375 W. Mequon Road.

Current Owner and Parcel Owner: Mequon Brewing Property, LLC

Parcel C: Foxtown Apartments

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-seven (27), Township Nine (9) North of Range Twenty-one (21) East, City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner stone located at the Northeast corner of the Northeast 1/4 of said Section 27; thence due West, 982.33 feet along the North line of the Northeast 1/4; thence due South, 316.62 feet along the West line of Industrial Drive to the place of beginning of the land to be described; thence continuing due South, 600.00 feet along the West line of said road; thence due West, 254.89 feet; thence due North, 355.58 feet; thence due West, 87.16 feet; thence due North, 244.42 feet; thence due East, 342.05 feet to the place of beginning.

Tax Key No.: 14-027-01-013.00

Address: 11127 N. Weston Drive

Current Owner and Parcel Owner:
Foxtown Apartments, LLC

Parcel D: Hamburg Hall

Lot 2 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast ¼ of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Tax Key No.: 14-027-01-030.00

Current Owner and Parcel Owner: Fox Yard, LLC

Address: 6209 W. Mequon Road.

Parcel E: Mixed Use Buildings Parcel

Lot 1 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast ¼ of the Northeast ¼ of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Outlot 1 and Outlot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

For information only:

Tax Key Nos: 14-027-01-029.00, 14-027-01-028.01 and 14-027-01-028.02

Address: 11050-11120 N. Weston Drive

Current Owner and Parcel Owner: FT 1, LLC

Parcel F: Single Family Home Parcel

Lot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Parcel No's: 14-027-01-027.00

Address: 110XX N. Weston Drive

Current Owner and Parcel Owner: Lakeside Development of Mequon, LLC



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

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 2, 2022
SUBJECT: Review of Draft Request for Proposal (RFP) for a Compensation Study

Background

As discussed during the 4th quarter of 2021, staff has prepared a Request for Proposals (RFP) for a consultant to evaluate the City's compensation structure to ensure market competitiveness. With recruitment becoming more challenging due to the impacts of COVID-19 and continued low unemployment, now is an opportune time to ensure the City provides salaries that appeal to applicants while remaining reasonable when compared to other employers. Additionally, the study will allow the City to verify that the organization is paying fair salaries to retain employees. The last time the City completed a compensation analysis was in 2014 with the assistance of Verisight, which established the City's current compensation structure. The proposed study will review compensation for 48 positions across 17 paygrades that impact 87 employees. The proposed timeline for this process, including RFP issuance, reviewing the responses, interviews with firms selected as finalists, and award of contract for services, is as follows:

Milestone	Completion
Request-for-Proposals Available	March 9
Deadline for Submittal of Questions Concerning RFP	March 23
Distribution of Responses to RFP Questions	March 28
Deadline for Submittal of RFP Proposals	April 11
Proposer Interviews and/or Proposal Evaluations Completed	April 22
Award of Contract to Recommended Consultant	May 10
Consulting Agreement(s) Executed; Study Commences	May 11
Study Execution	May 11 - July 6
Consultant(s) complete remaining analyses & present initial report	July 7
Comments Returned to Consultant	July 22
Final Draft Delivered to City	August 1
Presentation to Mayor & Common Council	August 10

Fiscal Impact

While there are no dedicated funds in the 2022 budget for completion of a compensation study, this type of one-time expense is estimated to cost around \$20,000, and can be financed through the use of fund balance or ARPA funds.

Recommendation

Staff is seeking feedback from the Committee before issuing the RFP to interested parties and posting such on the City's website.

Attachments:

Draft Request for Proposal - Compensation Study (PDF)

DRAFT

Request for Proposals (RFP)

Compensation Study of Non-Represented Positions



City of Mequon, Wisconsin

March 9, 2022

Attachment: Draft Request for Proposal - Compensation Study (7088 : Comp Study)

DRAFT

Purpose and Invitation

The City of Mequon is seeking proposals from qualified consultants to conduct a compensation review for non-represented employees and update the existing pay plan for the stated class of employees.

The goal of the City is to update the current compensation system utilizing accepted practices in management to ensure appropriate compensation of non-represented employees. In doing so, the objectives of the City are:

- *To attract and retain qualified employees who will be paid market-competitive salaries.*
- *To provide fair salaries for all employees and a fiscally responsible way to administer annual salary increases.*
- *To enable the City to maintain a competitive position with other comparable municipalities within the same geographic area.*

The City is accepting proposals from qualified consultants for this study. Consultants who meet the criteria set forth herein shall submit a proposal that meets all of the requirements set forth in this RFP. The City is appreciative of your time and effort in preparing a proposal.

Background

The City of Mequon was incorporated on May 24, 1957. The Common Council is the duly elected legislative and policy-making body. The fundamental job of the Common Council is to make policy decisions for the City. The Council is advised and assisted in its duties by the City Administrator and other staff. Four standing committees of the Common Council render recommendations to the full body regarding municipal projects, facilities, services, finance and personnel as well as issues of health, safety, and welfare of the community at large. The Council solicits and receives the support of many volunteer citizen committees to ensure a democratic, citizen-centered process.

The City comprises approximately 48 square miles and serves approximately 25,000 residents. Mequon is located along the western shores of Lake Michigan, approximately 14 miles north of downtown Milwaukee. The City is bordered by a total of eight (8) other communities, including the Cities of Cedarburg and Milwaukee, the Towns of Cedarburg and Grafton, and the Villages of Bayside, Brown Deer, Germantown and River Hills.

The City of Mequon has approximately 123 full-time equivalent employees of which 86 are non-represented. Within these positions, there are a number of positions descriptions that apply to numerous employees.

Scope of Services

The study shall evaluate the City's present compensation structure as compared to the specific job market for comparable positions in the public sector, excluding represented protective service employees. The consultant shall perform or provide the following:

1. Quantitatively evaluate the job content of each position using a methodology that will update the City's ranking of positions within the compensation plan, as well as recommend modifications to the present compensation structure and provide recommendations regarding

DRAFT

the City's performance evaluation process that determines annual compensation adjustments. A copy of the City's current compensation plan is enclosed (**Attachment A**).

2. Identify other Wisconsin municipal organizations that are comparable to the City of Mequon in a manner that also accounts for departmental structures, establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with identified comparable cities and other local public entities.
3. Apply a job evaluation system to all positions to balance internal relationships with market factors.
4. Review, update, and provide recommendation(s) regarding the City's compensation plan options while remaining consistent with the City's pay policy, outlining the pros and cons of each option, and furnish a new compensation plan for the organization.
5. Recommend allocations of each position to an appropriate pay grade based on internal equity and marketplace considerations when comparing against like positions with similar responsibilities.
6. Present results to the Finance and Personnel Committee or City Council as requested, particularly at critical points in the study. Present to the City a final report and overall plan that is clear and understandable, and summarizes the information gathering process, findings, and the estimated cost of wage recommendations.

Consultants must agree to comply with all federal, state, and local laws, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, national origin, sex, marital status, disability or age, or any other characteristic as prohibited by law.

Additive Bid Items

The City is interested in the below additive bid items. The costing of the additive bid items should be separate from the scope of work estimated for the project.

1. Providing a thorough review, update and recommendation(s), and development if necessary, regarding the City's non-represented employee job descriptions, identify gaps in positions, and review for compliance with the Fair Labor Standards Act.
2. Perform the stated scope of work for an additional 18 employees (10 positions) of the Frank L. Weyenberg Library, which is a joint library between the City of Mequon and the Village of Thiensville. A copy of the Library's salary table is enclosed (**Attachment B**).

Proposal Response Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Accordingly, proposals should include:

DRAFT

1. A summary cover letter.
2. Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to analysis and formulation of compensation plans.
3. Designation of a firm principal who will be in charge of the project, as well as the primary staff who will conduct the study.
4. The resumes and detailed information on the proposed staff's experience and qualifications that will be utilized in performing the study.
5. A client listing of other municipal government organizations (communities with a population base of more than 10,000 but less than 50,000) for which compensation studies have been conducted within the past 5 years. Provide a brief description of the services performed, including contact information. The supplying of contact information by the proposer is authorization for the City to perform reference checks.
6. A timeline for completing the proposed services, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposers should confirm they are able to begin providing services to the City by no later than May 11, 2022.
7. A price proposal. Provide a not-to-exceed cost based on the tasks to be performed, per the Scope of Services. In addition, a breakdown of tasks with estimated hours and cost per task. Please also include an hourly rate if additional or supplementary services are available. Please provide the same breakdown separately for additive bid items listed above if bidding on such.
8. Data gathering methodology.
9. Any other information that the proposer feels is applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein.
10. A completed Proposal Submission Form and Certificate of Non-Collusion (**Attachment C**).

PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this study:

Milestone	Completion
Request-for-Proposals Available	March 9
Deadline for Submittal of Questions Concerning RFP	March 23
Distribution of Responses to RFP Questions	March 28
Deadline for Submittal of RFP Proposals	April 11
Proposer Interviews and/or Proposal Evaluations Completed	April 22
Award of Contract to Recommended Consultant	May 10

DRAFT

Consulting Agreement(s) Executed; Study Commences	May 11
Study Execution	May 11 – July 6
Consultant(s) complete remaining analyses & present initial report	July 7
Comments Returned to Consultant	July 22
Final Draft Delivered to City	August 1
Presentation to Mayor & Common Council	August 10

City Resources

The City of Mequon will provide copies of all current pay ranges, job classifications, job descriptions, previous studies, performance evaluation forms & descriptions for determining merit increases and any other available in-house information that the successful consultant may require to complete the study.

Proposal Submissions

One electronic copy on a thumb drive or email should be provided. All proposals must be received by the City of Mequon by mail, email or in person by 4:00 p.m. on April 11, 2022. All proposals should be addressed to:

Justin Schoenemann
Assistant City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Email: jschoenemann@ci.mequon.wi.us

Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer(s). Any such request for information will be treated as public records requests.

Evaluation of Proposals

The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the evaluation team may require the submission of supplemental materials. The successful contractor will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment D**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposer to file a new proposal. Proposals will remain confidential until a firm has been selected.

The City of Mequon reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City. Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Proposers.

DRAFT

ADDITIONAL INFORMATION

Requests for additional information from the City should be gathered into one email communication from the proposer and submitted to Assistant City Administrator Justin Schoenemann at jschoenemann@ci.mequon.wi.us. All inquiries made by potential proposers will be submitted to all interested parties in order to ensure that all parties are operating with the same information. The deadline for inquiries about the RFP is 4:00 P.M. on March 23, 2022.

Attachment: Draft Request for Proposal - Compensation Study (7088 : Comp Study)

2022 Finance-Personnel Monthly Work Plan

Current Agenda Topics

Month	Agenda Topics
March	• Resolution Awarding the Sale of \$9,620,000 General Obligation Promissory Notes Series 2022A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith (** Dollar amount is preliminary and subject to change at the meeting) • Resolution Approving the First Amendment to a Lease Agreement with United States Cellular Operating Company LLC, in Connection with Installation of Additional Telecommunications Equipment on the City's Water Tower Located Along North Weston Drive • Resolution Approving a Second Amendment to the Cell Tower Lease Agreement with United States Cellular LLC Extending the License term at 11830 North Port Washington Road • Resolution Authorizing a Fifth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr. • Resolution Approving a Revolving Loan Fund Application for \$100,000 for Mind+ Neurology, a medical clinic, located at 12200 Corporate Parkway • Resolution Approving a Third Amendment to the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC • Review Proposal for a Compensation Study

Future Agenda Topics

• Financial Policy and City Ordinance Reconciliation • Compensation Plan Analysis • Investment Portfolio Review by DANA	• User Fee Financial Policy • Life Insurance Review • Credit Card Processing Discussion • Clearing Uncollectible Personal Property Tax
---	---

2022 Completed Items

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