



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
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www.cityofmequonwi.gov

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, April 8, 2025

7:00 PM

North Conference Room

Agenda

1) Call to Order, Roll Call

2) Approve Meeting Minutes

Action requested: review and approve

a. Finance-Personnel Meeting Minutes of March 11, 2025

3) License Applications

Action requested: review and approve

a. April 2025 Licenses

4) Vouchers Paid

a. March 2025 Vouchers Paid List

5) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4197** A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049

b. **RESOLUTION 4198** A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575

c. **RESOLUTION 4199** Adoption of a Resolution Authorizing a Sixth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

6) Discussion Items

Action requested: discuss and take action as needed

a. Finance - Personnel Work Plan

7) Adjourn

Dated: April 8, 2025

/s/ Andrew Nerbun, 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



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, March 11, 2025

5:30 PM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Mayor Andrew Nerbun
Alderman William Gebhardt
Alderman Brian Parrish
Alderman Robert Strzelczyk

Also present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Caroline Fochs, City Clerk, Brian Sajdak, City Attorney, Justin Schoenemann, Assistant City Administrator and Kristen Lundeen, DPW Director/City Engineer.

2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of February 11, 2025

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish, Strzelczyk

3) License Applications

a. March, 2025 Licenses

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish, Strzelczyk

4) Vouchers Paid

a. February 2025 Vouchers Paid List

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

Attachment: 031125 (10172 : March 11, 2025 Finance-Personnel Committee Meeting Minutes)

MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish, Strzelczyk

5) Ordinances

- a. **ORDINANCE 2025-1676** An Ordinance Amending Chapter 14 of the Mequon Municipal Code, Related to Alcoholic Beverage Licensing

Attorney Sajdak briefed the Committee on the basis of this Ordinance. Committee members asked a few follow up questions. Attorney Sajdak will advise on those comments before the second reading in April.

RESULT: Recommend [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish, Strzelczyk

- b. **ORDINANCE 2025-1677** An Ordinance Amending Section 2-230 of the Mequon Municipal Code, Relating to Employee Discipline

Assistant Administrator Schoenemann explained that during the formation of Southern Ozaukee Fire & EMS Department (SOFD), the personnel code needed to be updated in order to reflect that formation. During that process, provisions relating to employee disciplinary actions were inadvertently removed from the Code. This seeks to restore such provisions.

RESULT: Recommend [Unanimous]
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish, Strzelczyk

6) Resolutions

- a. **RESOLUTION 4184** A Resolution Approving the First Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2041

RESULT: Recommend [Unanimous]
MOVED BY: Alderman Gebhardt
SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish, Strzelczyk

- b. **RESOLUTION 4185** A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2023

Committee members asked if these accounts could be flagged (potentially in the Land Management System), so that if any of these businesses request a license or permit, they would not be able to until the debt is paid in full.

RESULT: Recommend [Unanimous]

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Strzelczyk

AYES: Gebhardt, Parrish, Strzelczyk

c. **RESOLUTION 4186** A Resolution Amending the City’s FY2025 Compensation Plan, in Connection with a Reorganization of the Public Works Department

DPW Director Lundeen explained the purpose of the restructuring within the department and that the net number of full-time equivalent positions remains unchanged.

RESULT: Recommend [Unanimous]

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Gebhardt

AYES: Gebhardt, Parrish, Strzelczyk

7) Discussion Items

a. Finance - Personnel Work Plan

A couple of topics were asked to be added to the work plan including exploring additional revenue sources and fundraising for various community endeavors.

8) Adjourn

A motion to adjourn was made at 6:01 PM by Alderman Strzelczyk, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director



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Office of the City Clerk

TO: Finance-Personnel Committee
FROM: Caroline Fochs, City Clerk
DATE: April 8, 2025
SUBJECT: April 2025 License Applications

Following are recommended approvals:

“CLASS C” Liquor (wine only) - NEW for a period of May 10, 2025 (Redbud Festival)

CABERNET DREAMS LLC dba SIP MKE
1515 W Mequon Rd.
Mequon, WI 53092
Agent: *Jacqueline J. Ertl*

Following are recommended denials: None.

Attachment: 4.8.25 (10203 : April Licenses)

CITY OF MEQUON
11333 N CEDARBURG ROAD
MEQUON, WI 53092

THE FOLLOWING VOUCHERS PAID: MARCH 2025

GENERAL FUND (0110)	\$ 558,829.75
SPECIAL REVENUE FUND (0210)	2,000.00
PARKS & OPEN SPACE (0220)	0.00
REVOLVING LOAN FUND (0230)	960.00
SPECIAL FEDERAL GRANT FUND (0250)	7,309.00
DEBT SERVICE FUND (0310)	0.00
DEBT SERVICE TIF 2 FUND (0320)	0.00
DEBT SERVICE TIF 3 FUND (0330)	0.00
CAPITAL PROJECT FUND (0410)	224,839.33
SEWER UT FUND (0610)	29,204.92
WATER UT FUND (0620)	138,082.05
TAX FIDUCIARY FUND (0810)	3,606.19
TOTAL	<u><u>\$ 964,831.24</u></u>

Attachment: Voucher List (10213 : March 2025 Vouchers List)

Processed by Department	Vendor Number	Vendor Name	Invoice Description	Grand Total	\$964,831.24
					Line item amount
Arterial Road Projects	10230	CONLEY PUBLISHING GROUP LTD	2025 ROAD MAINTENANCE CRACK SEAL AND GSB-88		173.26
Arterial Road Projects Total					173.26
Building Maintenance	13057	SAINT CROIX MANAGEMENT INC	MARCH SAFETY BUILDING CLEANING CONTRACT		2,891.00
Building Maintenance	13057	SAINT CROIX MANAGEMENT INC	CITY HALL MARCH CLEANING CONTRACT		2,635.00
Building Maintenance	11859	DILLETT MECHANICAL SERVICES, INC	FEB - HVAC MAINTENANCE CONTRACT		1,887.00
Building Maintenance	13057	SAINT CROIX MANAGEMENT INC	MARCH DPW CLEANING CONTRACT		1,250.00
Building Maintenance	11581	STAPLES BUSINESS ADVANTAGE	JANITORIAL SUPPLIES - CITY BLDGS		896.25
Building Maintenance	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	REPLACE FAILED WIRING & BREAKER IN DPW BRINE ROOM		736.21
Building Maintenance	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	REPAIR EXHAUST FAN WIRING @ SAFETY BUILDING POLICE		475.29
Building Maintenance	10115	BELL TAPE INC	JANITORIAL SUPPLIES - CITY & PARKS BLDGS		385.78
Building Maintenance	12651	AMAZON CAPITAL SERVICES, INC	LIGHT REPAIR SAFETY & RIVER BARN		284.98
Building Maintenance	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES		267.75
Building Maintenance	12651	AMAZON CAPITAL SERVICES, INC	PHOTO BEAM REPLACEMENT FOR DPW GATE		227.44
Building Maintenance	12883	PB HAHN & CO INC	SAFETY BUILDING FOB PROJECT		189.87
Building Maintenance	10886	PEST ARREST EXTERMINATING	PEST CONTROL CONTRACT -FEB		135.00
Building Maintenance	10073	AT&T CORP	CITY HALL PHONE LINES -MAR		105.78
Building Maintenance	12651	AMAZON CAPITAL SERVICES, INC	FAUCET REPLACEMENT CARTRIDGE @ CH		66.99
Building Maintenance	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		42.06
Building Maintenance	12883	PB HAHN & CO INC	SAFETY BUILDING FOB PROJECT		39.57
Building Maintenance	12883	PB HAHN & CO INC	RETURN-MLW BIT HOLDER		-10.79
Building Maintenance Total					12,505.18
Building Projects	10933	AV DESIGN GROUP INC	RES 4176 - CC AV PROJECT		122,422.00
Building Projects Total					122,422.00
City Administrator	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		37.70
City Administrator Total					37.70
City Clerk	12532	GRANICUS, LLC	CIVIC STREAMING AND AGENDA 03/25		1,380.22
City Clerk	10896	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PB QUARTERLY INSERTER LEASE 12/28/24-3/27/25		385.89
City Clerk	10230	CONLEY PUBLISHING GROUP LTD	CONLEY MEDIA PRINTING 1/26/25-2/22/25		135.48
City Clerk	12651	AMAZON CAPITAL SERVICES, INC	AMAZON ELECTION LABELS AND INKING STAMP		16.94
City Clerk Total					1,918.53
Common Council	12651	AMAZON CAPITAL SERVICES, INC	SUPPLIES FOR EMPLOYEE SOUP COOKOFF		59.98
Common Council	12651	AMAZON CAPITAL SERVICES, INC	SUPPLIES FOR EMPLOYEE SOUP COOK-OFF		33.48
Common Council	12651	AMAZON CAPITAL SERVICES, INC	SUPPLIES FOR EMPLOYEE SOUP COOKOFF		8.99
Common Council Total					102.45
Communications	12651	AMAZON CAPITAL SERVICES, INC	COMMUNICATIONS EQUIPMENT/TOOLS - HDMI EXTENDER		229.99
Communications	12651	AMAZON CAPITAL SERVICES, INC	COMMUNICATIONS WORK SUPPLIES - HARD DRIVE		99.99
Communications	12651	AMAZON CAPITAL SERVICES, INC	DISPATCH OFFICE SUPPLIES - INK, PAPER		82.37
Communications	13026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		58.12
Communications	12651	AMAZON CAPITAL SERVICES, INC	COMMUNICATIONS EQUIPMENT/TOOLS - WIFI CARD		33.99
Communications	12651	AMAZON CAPITAL SERVICES, INC	DISPATCH OFFICE SUPPLIES - POST ITS		20.13
Communications	10708	MEQUON POLICE-PETTY CASH	POLICE DEPT PETTY CASH REIMBURSEMENT		5.90
Communications Total					530.49
Community Development	11978	SCOTT J. PINZER	CODE ENFORCEMENT OFFICER		1,512.00
Community Development	10862	OZAUKEE COUNTY REGISTER/DEEDS	FUNDS FOR RECORDING DCD/ENG DOCUMENTS		500.00
Community Development	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		77.74
Community Development Total					2,089.74
Elections	12651	AMAZON CAPITAL SERVICES, INC	AMAZON ELECTION LABELS AND INKING STAMP		502.92
Elections	12651	AMAZON CAPITAL SERVICES, INC	AMAZON WATERTIGHT STORAGE FOR ABSENTEES		78.00
Elections Total					580.92
Engineering	12514	M SQUARED ENGINEERING LLC	SWAN RIDGE INSPECTION RES 4191		33,952.18
Engineering	12514	M SQUARED ENGINEERING LLC	HIGHLAND MEADOWS INSPECTION RES 4191		24,072.13
Engineering	11517	SOUTHEASTERN WISCONSIN WATERSHEDS TRUST, INC	STORMWATER EDUCATION MS4		21,700.00
Engineering	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		8,700.00
Engineering	12514	M SQUARED ENGINEERING LLC	SWAN RIDGE FARMS INSPECTION		7,773.92
Engineering	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		6,073.00
Engineering	12514	M SQUARED ENGINEERING LLC	HIGHLAND MEADOWS INSPECTION RES 4191		3,185.87
Engineering	12514	M SQUARED ENGINEERING LLC	SWAN RIDGE FARMS INSPECTION		2,805.00
Engineering	10862	OZAUKEE COUNTY REGISTER/DEEDS	FUNDS FOR RECORDING DCD/ENG DOCUMENTS		500.00
Engineering	11744	MASTER GRAPHICS INC	PLOTWAVE 345 PLOTTER		332.33
Engineering	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		164.85
Engineering	12651	AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES - AMAZON		24.29
Engineering Total					109,283.57
Finance	10096	BAKER TILLY VIRCHOW KRAUSE,LLP	YE 2024 AUDIT SERVICES		3,386.00
Finance	12651	AMAZON CAPITAL SERVICES, INC	FINANCE DEPT-PENS		21.91
Finance Total					3,407.91
Fleet Services	13013	EDWARD H WOLF & SONS INC	FUEL		18,884.39
Fleet Services	12980	TEREX USA LLC	MAINTENANCE - BUCKET TRUCK		4,372.44
Fleet Services	12856	PERFECT CIRCLE TIRE LLC	TIRES FOR 409 & 402		1,804.32
Fleet Services	12856	PERFECT CIRCLE TIRE LLC	SQUAD CAR TIRES		1,438.68
Fleet Services	13565	MILWAUKEE SPRING & ALIGNMENT LLC	304		964.53
Fleet Services	10475	HALRON LUBRICANTS INC	275GAL DIESEL EXHAUST FLUID		791.13
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	402 STEERING TIE RODS		543.80
Fleet Services	10368	FASTENAL COMPANY	CUTTING EDGE BOLTS FOR SNOWPLOWS		500.26
Fleet Services	10803	NEWMAN CHEVROLET INC	PARTS 552		473.00
Fleet Services	10384	FIVE CORNERS DODGE INC	958A BATTERIES		418.40
Fleet Services	10426	GIERACH'S SERVICE INC	TOW 206		260.00
Fleet Services	12856	PERFECT CIRCLE TIRE LLC	PERFECT O TIRE REPAIR SWEEPER		176.00
Fleet Services	10426	GIERACH'S SERVICE INC	TOW 206		150.00
Fleet Services	12228	GORDIE BOUCHER VILLAGE FORD	FILTER AND VALVE 213		140.83
Fleet Services	12400	BRAKE & EQUIPMENT CO INC	307 BEARING		137.31
Fleet Services	10135	BOBCAT PLUS INC	412 TAILLIGHTS		110.92
Fleet Services	12624	MATHESON TRI-GAS INC	WELDING GAS TANK LEASE		103.32
Fleet Services	11676	TRUCK COUNTRY OF WISCONSIN	306 COOLANT PIPE		98.82
Fleet Services	10362	ELLIOT AUTO SUPPLY CO INC	402 TIE ROD END		97.88
Fleet Services	10092	BADGER TRUCK CENTER INC	BLOWER MOTOR 303		66.67
Fleet Services	10092	BADGER TRUCK CENTER INC	307 BEARING		50.22
Fleet Services	12992	GORDIE BOUCHER FORD OF MEMONONIE FALLS INC	'O' RING 213		40.56
Fleet Services	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		35.95
Fleet Services	10621	LAKE SIDE INTERNATIONAL TRUCKS, LLC	213 O RINGS		34.00
Fleet Services	10360	JFTCO, INC	336 COOLANT PIPE		27.62
Fleet Services	10092	BADGER TRUCK CENTER INC	303 RESISTOR		26.18
Fleet Services	12253	MCMASTER-CARR SUPPLY COMPANY	100 PACK O-RING		25.14
Fleet Services	12390	ADVANCE AUTO PARTS	209 MOTOR GLUE		16.10
Fleet Services	10360	JFTCO, INC	336 SEAL & GASKET		7.49
Fleet Services	10475	HALRON LUBRICANTS INC	RETURN-2 TOTES		-300.00
Fleet Services Total					31,495.96
Forestry	10859	OZAUKEE COUNTY LWM DEPT	ARBOR DAY TREES/SEEDLINGS		1,411.93
Forestry	12980	TEREX USA LLC	MAINTENANCE - BUCKET TRUCK		1,174.00
Forestry	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	ROLLER SCALP, BLADE HI FLOW, PRUNING SAW & AIR FIL		196.68
Forestry	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	HEDGE TRIMMER ATTACHMENT		149.99
Forestry	10909	PORT-A-JOHN, INC.	BRUSH SITE RESTROOM-MARCH		91.00
Forestry	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		34.11
Forestry	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	14" SAW CHAIN		19.99
Forestry Total					3,077.70

Attachment: March 2025 AP Vendor Listing by Dept (10213 : March 2025 Vouchers List)

Processed by Department	Vendor Number	Vendor Name	Invoice Description	Grand Total	\$964,831.24
				Line item amount	
General Fund - General Activities	10950	R&R INSURANCE SERVICES INC	2025 LIABILITY & CYBER INSURANCE-INSTALLMENT #2	47,083.25	
General Fund - General Activities	10950	R&R INSURANCE SERVICES INC	2025 WORKERS COMP INSURANCE-INSTALLMENT #2	28,473.00	
General Fund - General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 002832L UNIT 33302 4/1/2025-4/30/2025	2,970.44	
General Fund - General Activities	10707	MEQUON POLICE ASSOCIATION	UNION DUES PAYROLL 2506C 03.14.25	2,220.00	
General Fund - General Activities	90007	MISC REFUNDS	CANCELLED PERMIT #B36941-S @ 12645 N ROTARY PARK	1,752.00	
General Fund - General Activities	11331	WIS SUPPORT COLLECTIONS TRUST	PAYROLL 2506C #5956557, 8648779, 7844747, 7657807	1,280.47	
General Fund - General Activities	11331	WIS SUPPORT COLLECTIONS TRUST	MEQUON PAYROLL 2507C 03.28.25	1,280.47	
General Fund - General Activities	10810	NORTH SHORE BANK FSB	DEFERRED COMP PAYROLL 2506C 03.14.25	775.00	
General Fund - General Activities	10810	NORTH SHORE BANK FSB	MEQUON PAYROLL 2507C 03.28.25	775.00	
General Fund - General Activities	13554	DVM INSURANCE AGENCY	ORG ID 24454-EMPLOYEE PET INSURANCE PREMIUMS	346.45	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT PERMIT #37204-37207	260.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 12467 N WOODS CT	228.00	
General Fund - General Activities	90002	PARK REFUNDS	REFUND RIVER BARN PARK SECURITY DEPOSIT 1/11/25	200.00	
General Fund - General Activities	90002	PARK REFUNDS	REFUND RIVER BARN PARK SECURITY DEPOSIT 3/2/2025	200.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SEC DEPOSIT PERMIT 36517, 36745, 36797	195.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10998 N ORIOLE LN	187.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10945 PORT WASHINGTON	158.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT PERMIT #37161 & #37212	130.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT PERMIT #36877 & #36925	130.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT PERMIT #37088 & 37104	130.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 14150 N LAKE SHORE DR	121.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 14335 N LAKE SHORE DR	106.00	
General Fund - General Activities	12920	CHARTER COMMUNICATIONS HOLDINGS LLC	SAFETY BUILDING DESK TELEPHONES	103.23	
General Fund - General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 002832L UNIT 33302 4/1/2025-4/30/2025	97.60	
General Fund - General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 76038 ACCIDENT APRIL 2025	87.70	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 706 E EASTWYN DR	76.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10027 N MILLER CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 4209 W LE GRANDE BLVD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 724 W AUBURN CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 2310 W CHESTNUT RD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 5431 W BAYBERRY PKWY	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 12361 N RIVER RD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10934 N RIVER RD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 106 W DOGWOOD CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 4513 W COUNTRY VIEW DR	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10708 N GAZEBO HILL	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 11311 N RUDELLA RD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 2828 W RANGE LINE CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 3435 W WOODVIEW CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10109 N HUNT CLUB CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 5205 W SUNNYSIDE DR	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 11725 N WESTCHESTER CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 7118 W LAFAYETTE PL	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 3235 W RIVERLAND DR	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10339 N VERSAILLES CT	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 9853 N CEDARBURG RD	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 10708 N GAZEBO HILL	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 13038 N PHILIP DR	65.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 8830 W MEQUON RD	55.00	
General Fund - General Activities	90006	PERMIT REFUNDS	INSPECTION SECURITY DEPOSIT 3119 VALLEYVIEW CT	45.00	
General Fund - General Activities	10610	LABOR ASSOCIATION OF WISCONSIN, INC.	MEQUON PAYROLL 2507C 03.28.25	10.00	
General Fund - General Activities	90002	PARK REFUNDS	REFUND RIVER BARN PARK SECURITY DEPOSIT 1/11/25	-0.03	
General Fund - General Activities	90002	PARK REFUNDS	REFUND RIVER BARN PARK SECURITY DEPOSIT 1/11/25	-5.47	
General Fund - General Activities Total				90,900.11	
General Government Equipment	13582	VC3 INC	MONTHLY PUBLIC SAFETY SECURITY SOFTWARE FEE	950.00	
General Government Equipment Total				950.00	
Highway	12230	COMPASS MINERALS AMERICA INC.	STATE CONTRACT ROAD SALT	66,052.71	
Highway	12230	COMPASS MINERALS AMERICA INC.	STATE CONTRACT ROAD SALT	43,464.62	
Highway	12230	COMPASS MINERALS AMERICA INC.	STATE CONTRACT ROAD SALT	8,413.22	
Highway	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	REPAIR TRAFFIC SIGNAL N WAUWATOSA ACCIDENT	4,141.26	
Highway	12230	COMPASS MINERALS AMERICA INC.	STATE CONTRACT ROAD SALT	1,710.77	
Highway	12253	MCMASER-CARR SUPPLY COMPANY	HARDWARE BOLTS & WASHERS	742.70	
Highway	13080	ANDERSON LANDSCAPE & MAINTENANCE LLC	CONTRACTED SERVICES FOR CKD - FEB	700.00	
Highway	12795	CARGILL INCORPORATED	PARTS FOR THE BRINE MAKER	402.10	
Highway	12768	BONUS INC	RETIREMENT LUNCH PLUS PREVIOUS DUE BALANCE	341.16	
Highway	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	TRAFFIC LIGHT TEMP FIX AFTER HIT BY VEHICLE	288.95	
Highway	12861	WRANGLER HOLDCO CORP	RECYCLING FEES	193.46	
Highway	13553	MILLENNIUM SAFETY LLC	SAFETY SUPPLIES	138.56	
Highway	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING	121.02	
Highway	12999	HMR MOWER SERVICE LLC	PROPANE REFILLS	105.40	
Highway	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	BAR OIL	87.68	
Highway	12883	PB HAHN & CO INC	CLEANING SUPPLIES FOR TRUCKS	72.82	
Highway	12651	AMAZON CAPITAL SERVICES, INC	STOP-LITE PADDLE COVER	56.00	
Highway	11195	USIC LOCATING SERVICES INC	LOCATES	33.32	
Highway	12883	PB HAHN & CO INC	ANTI-SEIZE LUBRICANT	17.98	
Highway	12883	PB HAHN & CO INC	DRILL & BITS	11.28	
Highway	13073	BOEHLKE HARDWARE & PLUMBING	PINS	6.38	
Highway	10287	DIGGERS HOTLINE INC	LOCATING	1.80	
Highway Total				127,103.19	
Human Resources	11830	ORGANIZATION DEVELOPMENT CONSULTANTS INC	ODC- PRE-EMPLOYMENT & PROMOTIONAL PSYCHOLOGICALS	1,775.00	
Human Resources	13532	EMPLOYEE BENEFITS CORPORATION	EMPLOYEE BENEFITS CORPORATION: FSA	223.20	
Human Resources	10226	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST P.A.	RANDOM DOT COLLECTION/VACCINATION FEES	186.00	
Human Resources	13531	CONCENTRA HEALTH SERVICES, INC.	RANDOM DOT LAB FEES	96.00	
Human Resources	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING	35.95	
Human Resources Total				2,316.15	
Information Services	11701	TYLER TECHNOLOGIES INC	MUNIS ANNUAL SAAS LICENSING FEE	53,702.50	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	OTG - SECURITY, MONITORING, BACKUP, & SERVERIES	9,885.00	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	CITY-WIDE PRINT SERVICES CONTRACT & LEASE	1,157.00	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	CITY-WIDE PRINT SERVICES CONTRACT & LEASE	926.30	
Information Services	12616	MIDWEST FIBER NETWORKS LLC	INTERNET AT ALL PRIMARY CITY FACILITIES	895.00	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	CITY-WIDE PRINT SERVICES CONTRACT & LEASE	819.05	
Information Services	12920	CHARTER COMMUNICATIONS HOLDINGS LLC	CITY HALL DESK TELEPHONES	314.77	
Information Services	12616	MIDWEST FIBER NETWORKS LLC	INTERNET SERVICES FEE	200.00	
Information Services	12616	MIDWEST FIBER NETWORKS LLC	INTERNET AT ALL PRIMARY CITY FACILITIES	150.00	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	CITY-WIDE PRINT SERVICES CONTRACT & LEASE	130.00	
Information Services	12448	THE OFFICE TECHNOLOGY GROUP	CITY-WIDE PRINT SERVICES CONTRACT & LEASE	65.00	
Information Services	90001	TEMP STAFF REIMB	PHONE SYSTEM DEMO COMMITTEE SUSTENANCE	37.26	
Information Services	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING	33.61	
Information Services	12651	AMAZON CAPITAL SERVICES, INC	HD LIVE STREAM WEBCAM	18.99	
Information Services Total				68,334.48	
Inspections	13104	ROBERT J BLANKENHEIM	YEARLY CONTRACT PAYMENT FOR BELLA CONSULTING	3,570.00	
Inspections	11978	SCOTT J. PINZER	CODE ENFORCEMENT OFFICER	488.00	
Inspections	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING	153.03	
Inspections Total				4,211.03	

Attachment: March 2025 AP Vendor Listing by Dept (10213 : March 2025 Vouchers List)

Processed by Department	Vendor Number	Vendor Name	Invoice Description	Grand Total	\$964,831.24
					Line item amount
Legal Counsel	10511	HOUSEMAN & FEIND LLP	2025 PROSECUTION LEGAL FEES		2,500.00
Legal Counsel	10511	HOUSEMAN & FEIND LLP	2025 PROSECUTION LEGAL FEES		1,100.00
Legal Counsel	12754	VON BRIESEN & ROPER, S.C.	VON BRIESEN & ROPER LEGAL SERVICES		109.50
Legal Counsel Total					3,709.50
Parks	10115	BELL TAPE INC	JANITORIAL SUPPLIES - CITY & PARKS BLDGS		385.78
Parks	10691	MENARDS	BATHROOM LIGHTS FOR ROTARY PAVILION		259.96
Parks	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	ROLLER SCALP, BLADE HI FLOW, PRUNING SAW & AIR FIL		224.70
Parks	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	HEDGE TRIMMER ATTACHMENT		150.00
Parks	12651	AMAZON CAPITAL SERVICES, INC	LIGHT REPAIR SAFETY & RIVER BARN		142.49
Parks	10691	MENARDS	2X4-12' AC2 GREEN TRTD		55.08
Parks	12651	AMAZON CAPITAL SERVICES, INC	MIRROR FOR GATOR		28.40
Parks	10691	MENARDS	2X4 - 12' AC2 GREEN TRTD		26.64
Parks	12883	PB HAHN & CO INC	PINS & CLEANER FOR TRUCK (PARKS)		26.60
Parks	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		17.26
Parks Total					1,316.91
Police	11778	AXON ENTERPRISE INC	BODY/SQUAD CAMERAS & TASERS - RESOLUTION 4147		91,876.22
Police	12694	AT&T MOBILITY LLC	CELL PHONE SERVICE		910.53
Police	13594	BLUE CREEK CONSULTING LLC	POLICE TRAINING		600.00
Police	13523	VERIZON COMMUNICATION INC	CELL PHONE SERVICE		484.49
Police	12651	AMAZON CAPITAL SERVICES, INC	PD WORK SUPPLIES - FLARES		308.38
Police	11137	WEST PUBLISHING CORPORATION	CLEAR INVESTIGATIVE SERVICE		194.71
Police	11153	TRANS UNION LLC	CREDIT HISTORIES		180.57
Police	12920	CHARTER COMMUNICATIONS HOLDINGS LLC	SAFETY BUILDING DESK TELEPHONES		154.84
Police	10708	MEQUON POLICE-PETTY CASH	POLICE DEPT PETTY CASH REIMBURSEMENT		135.88
Police	10100	BATTERIES PLUS HOLDING CORP	BATTERIES		121.50
Police	10417	GENERAL COMMUNICATIONS INC	SQUAD MAINTENANCE / REPAIR		97.71
Police	90001	TEMP STAFF REIMB	REIMBURSEMENT TRAINING 2/19/2025-2/21/2025		85.17
Police	10931	PROSHRED SECURITY	SHREDDING SERVICE		81.85
Police	10931	PROSHRED SECURITY	SHREDDING SERVICE		81.85
Police	10866	WISCONSIN HUMANE SOCIETY	STRAY ANIMAL SERVICES		75.00
Police	11295	WIS DEPT OF JUSTICE 2718	WI DOJ RECORDS CHECKS		70.00
Police	13592	FEDERAL EXPRESS CORPORATION	RECORDS		50.00
Police	90001	TEMP STAFF REIMB	REIMBURSEMENT TRAINING 3/11/2025-3/13/2025		49.42
Police	12651	AMAZON CAPITAL SERVICES, INC	PD WORK SUPPLIES - ETHERNET CONNECTORS		44.70
Police	12651	AMAZON CAPITAL SERVICES, INC	PD WORK SUPPLIES - IT SUPPLIES		40.12
Police	90001	TEMP STAFF REIMB	REIMBURSEMENT TRAINING 3/4/2025-3/5/2025		33.87
Police	90001	TEMP STAFF REIMB	REIMBURSEMENT TRAINING 3/4/2025-3/5/2025		31.46
Police	90001	TEMP STAFF REIMB	REIMBURSEMENT TRAINING 3/11/2025-3/13/2025		28.97
Police	10417	GENERAL COMMUNICATIONS INC	SQUAD MAINTENANCE / REPAIR		27.60
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		20.31
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		20.31
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		20.31
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		20.31
Police	12651	AMAZON CAPITAL SERVICES, INC	PD WORK SUPPLIES - VELCRO		17.63
Police	12883	PB HAHN & CO INC	POLICE SUPPLIES & HARDWARE		17.09
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		16.97
Police	10408	GALL'S LLC	POLICE UNIFORMS/EQUIPMENT		16.97
Police	10708	MEQUON POLICE-PETTY CASH	POLICE DEPT PETTY CASH REIMBURSEMENT		16.68
Police	12466	LANGUAGE LINE SERVICES INC	TRANSLATION SERVICES		10.80
Police	12651	AMAZON CAPITAL SERVICES, INC	RETURN-ADAPTER FOR PC/LAPTOP		-33.99
Police Total					95,908.23
Public Safety Equipment	11094	LAWRENCE F FILO	K9 PURCHASE AND TRAINING		16,000.00
Public Safety Equipment	13581	UNMANNED VEHICLE TECHNOLOGIES LLC	DRONE - TARIFF CORRECTION		1,128.74
Public Safety Equipment	13574	COUNTRYAIRE KENNELS INC.	K9 BOARDING		270.00
Public Safety Equipment Total					17,398.74
Public Safety Vehicles	11835	EWALD'S HARTFORD FORD LLC	SQUAD CAR		44,938.00
Public Safety Vehicles	13590	STAR PROTECTION AND PATROL LLC	SQUAD OUTFITTING		5,530.00
Public Safety Vehicles Total					50,468.00
Public Works Other	90007	MISC REFUNDS	VALUABLE CONSIDERATION-TEMP LIMITED EASEMENT USE		1.00
Public Works Other Total					1.00
Revolving Loan CD Grant	10856	OZAUKEE COUNTY ECONOMIC DEVELOPMENT CORPORATION	ASSISTANCE TO RLF		960.00
Revolving Loan CD Grant Total					960.00
Sewer General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 002832L UNIT 33302 4/1/2025-4/30/2025		225.36
Sewer General Activities	10810	NORTH SHORE BANK FSB	DEFERRED COMP PAYROLL 2506C 03.14.25		70.00
Sewer General Activities	10810	NORTH SHORE BANK FSB	MEQUON PAYROLL 2507C 03.28.25		70.00
Sewer General Activities	11331	WIS SUPPORT COLLECTIONS TRUST	PAYROLL 2506C #5956557, 8648779, 7844747, 7657807		40.39
Sewer General Activities	11331	WIS SUPPORT COLLECTIONS TRUST	MEQUON PAYROLL 2507C 03.28.25		40.39
Sewer General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 76038 ACCIDENT APRIL 2025		9.04
Sewer General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 002832L UNIT 33302 4/1/2025-4/30/2025		8.00
Sewer General Activities Total					463.18
Sewer UT Operations	11217	VISU-SEWER INC	RETAINAGE - 2023 SAN MH EPOXY (RES 1055)		8,792.56
Sewer UT Operations	12690	APPLIED TECHNOLOGIES INC	DESIGN LS E (3616-23E) RES#4033		5,553.00
Sewer UT Operations	10341	ENERGENECS INC	AUTO ACCIDENT STATION "O"		2,591.34
Sewer UT Operations	13112	BEC ENTERPRISES LLC	VAC HOSE AND HANDLE REPAIR		2,548.52
Sewer UT Operations	12690	APPLIED TECHNOLOGIES INC	DESIGN LS E (3616-23E) RES#4033		1,918.00
Sewer UT Operations	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	AUTO ACCIDENT STATION "O"		1,762.54
Sewer UT Operations	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		1,631.93
Sewer UT Operations	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	COMMUNICATIONS POLE "X"		1,393.73
Sewer UT Operations	10428	FRANK D GILLITZER ELECTRIC COMPANY LTD	ELECTRICAL WORK "M"		1,072.06
Sewer UT Operations	13112	BEC ENTERPRISES LLC	FITTING BULKHEAD MACHINED 1" PIPE		411.38
Sewer UT Operations	11177	UNITED DISPOSAL SERVICES LLC	DUMPSTER FEES		267.75
Sewer UT Operations	12651	AMAZON CAPITAL SERVICES, INC	GLASS CLEANER, CAR SOAP & SENSOR		184.15
Sewer UT Operations	10446	W.W. GRAINGER, INC.	PHASE FAIL CUBICAL		147.17
Sewer UT Operations	13098	HD SUPPLY INC	PHASE FAIL CUBICAL		137.66
Sewer UT Operations	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	BATTERY		101.00
Sewer UT Operations	10172	CARLIN SALES CORP	2 SNOW SHOVELS		69.26
Sewer UT Operations	12651	AMAZON CAPITAL SERVICES, INC	SIMPLE GREEN		56.07
Sewer UT Operations	10100	BATTERIES PLUS HOLDING CORP	STATION BATTERY		26.95
Sewer UT Operations	10691	MENARDS	BRASS PLUMBING PARTS		25.56
Sewer UT Operations	10691	MENARDS	GROOVE JOINT PLIER		20.95
Sewer UT Operations	11307	WIS DEPT OF TRANSPORT 7366	SAN SEWER RELAY IN STH 57 (#1953-I-18) RES#3700		11.05
Sewer UT Operations	11307	WIS DEPT OF TRANSPORT 7366	SAN SEWER RELAY IN STH 57 (#1953-I-18) RES#3700		8.28
Sewer UT Operations	10647	LINCOLN CONTRACTORS SUPPLY INC	2-3/4"X5/8" CLAMPS		5.88
Sewer UT Operations	10321	EGELHOFF'S LAWN MOWER SERVICE INC.	SPARK PLUG		4.95
Sewer UT Operations Total					28,741.74
Special Events	13155	KENNETH M WISKE	2025 TASTE OF MEQUON DEPOSIT		2,000.00
Special Events Total					2,000.00
Special Federal Grant Fund	13587	THE LAKOTA GROUP INC	CIVIC CAMPUS CONSULTANT		5,959.00
Special Federal Grant Fund	13587	THE LAKOTA GROUP INC	CIVIC CAMPUS CONSULTANT		1,350.00
Special Federal Grant Fund Total					7,309.00
Tax Fiduciary Fund	10865	OZAUKEE COUNTY TREASURER	2024 TAX PAYMENT CORRECTION #151060011000		3,606.19
Tax Fiduciary Fund Total					3,606.19
TIF 3	11151	TRAFFIC & PARKING CONTROL CO, INC	TIF TID EXPENDITURE		633.85
TIF 3 Total					633.85
TIF 4	12353	HARWOOD ENGINEERING CONSULTANTS	PORT WASHINGTON ROAD STREETScape CONSULTANT		11,647.55

Attachment: March 2025 AP Vendor Listing by Dept (10213 : March 2025 Vouchers List)

Processed by Department	Vendor Number	Vendor Name	Invoice Description	Grand Total	Line item amount
TIF 4	12353	HARWOOD ENGINEERING CONSULTANTS	PORT WASHINGTON ROAD STREETScape CONSULTANT		4,748.69
TIF 4 Total					16,396.24
TIF 5	12353	HARWOOD ENGINEERING CONSULTANTS	PORT WASHINGTON ROAD STREETScape CONSULTANT		11,647.54
TIF 5	12353	HARWOOD ENGINEERING CONSULTANTS	PORT WASHINGTON ROAD STREETScape CONSULTANT		4,748.70
TIF 5 Total					16,396.24
Water General Activities	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		840.00
Water General Activities	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		210.00
Water General Activities	10757	SECURIAN LIFE INSURANCE COMPANY	POLICY 002832L UNIT 33302 4/1/2025-4/30/2025		11.62
Water General Activities Total					1,061.62
Water UT Operations	10755	CITY OF MILWAUKEE	PURCHASED WATER - FEB		56,412.65
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	PURCHASED WATER - FEB		17,148.49
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		6,716.92
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		6,466.48
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		3,549.11
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		3,461.12
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,965.52
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,430.08
Water UT Operations	11195	USIC LOCATING SERVICES INC	LOCATING 2/1-2/28		2,315.45
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,306.51
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		2,300.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,300.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,182.95
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		2,100.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,100.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		2,040.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		1,877.22
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		1,853.45
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		1,647.51
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		1,202.59
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		1,026.60
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		1,026.60
Water UT Operations	10639	CARY A. SCHOESSOW	TRUCK BADGING REFLECTIVE LOGOS		786.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		733.29
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		703.96
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		700.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		700.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		600.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		600.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		500.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		500.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		494.25
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	SYSTEM SAMPLES -FEB		480.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		410.64
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		381.31
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		370.69
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		350.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		350.00
Water UT Operations	10815	NORTH SHORE WATER COMMISSION	SYSTEM SAMPLES -FEB		300.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		288.31
Water UT Operations	10287	DIGGERS HOTLINE INC	LOCATING		286.20
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		264.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		250.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		250.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		234.65
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		205.94
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		175.99
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		164.75
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		123.56
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 1/2025		120.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		120.00
Water UT Operations	10206	CITY WATER LLC	MANAGEMENT & OPERATIONS SERVICES 2/2025		110.00
Water UT Operations	12883	PB HAHN & CO INC	BUG CONTROL		17.07
Water UT Operations	11165	USCC SERVICES LLC	CELL PHONE MONTHLY BILLING		10.54
Water UT Operations	13098	HD SUPPLY INC	CHLORINE TEST S		10.03
Water UT Operations Total					137,020.43

Attachment: March 2025 AP Vendor Listing by Dept (10213 : March 2025 Vouchers List)



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

www.cityofmequonwi.gov

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4197 A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049

Background

The City of Mequon operates a cellular tower located at the Public Safety Building at 11333 North Buntrock Avenue. The tower contains leased space for AT&T telecommunications equipment. AT&T's existing lease expired on November 20, 2024. A copy of the existing lease agreement is available for reference here: <https://bit.ly/MequonLease2>.

Analysis

The original lease agreement included a five-year term, which was then extended for an additional four automatically renewing five-year terms. The lease was amended once during that duration. If approved, the proposed second amendment will extend the lease by an additional five automatically renewing five-year terms, allowing the agreement to continue for an additional 25 years through 2049. Like the AT&T lease amendment approved last month, all other terms of the existing contract will remain unchanged, with two key exceptions. Additionally, all terms have been reviewed and approved by City Attorney Sajdak.

The first update establishes Section Four, "Permitted Use," which allows AT&T or its contractors to maintain, modify, remove, repair, replace, and update its communications equipment, subject to prior approval from the City. The City has no concern with AT&T or its contractors entering the site as long as prior notice is provided to ensure Police and/or Fire Department operations are not impacted while maintenance or other work is being completed on the cell tower.

The second key change pertains to lease payments. Upon the conclusion of the current lease term and the commencement of the new terms, AT&T's lease payments will increase annually by 4%, compared to the 5% annual escalator in the current lease. The revised 4% escalator aligns with the City's other lease agreements, which typically include annual increases ranging from 2% to 5%.

Additionally, in this lease, the City has the ability to require AT&T to relocate one time from the Public Safety Building site to another City owned facility at AT&T's expense. Furthermore, the City has the ability to terminate this lease with a six month notice to AT&T.

Fiscal Impact

Once this amendment is executed, The City will receive a lease payment of approximately \$48,300 in 2025 for the term that commenced on November 21, 2024. Thereafter, AT&T will make an initial payment of \$50,284 to the City on November 21, 2025. Lease payments will then increase by 4% annually as stipulated in the amendment. Over the full duration of the lease extension, the City is projected to receive a total of approximately \$2,140,260 in cell tower lease revenue if left unchanged.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on March 11, 2025.

Attachments:

AT&T Second Lease Amendment (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4197

A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049

RECITALS

A. AT&T's lease agreement with the City of Mequon to host telecommunications equipment at 11333 North Buntrock Avenue expired on November 20, 2024, and AT&T 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 AT&T 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 second amendment between the City and AT&T extending the current lease to host telecommunications equipment at 11333 North Buntrock Avenue is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Market: IL / WI
 Cell Site Number: WI1089
 Cell Site Name: Mequon Public Safety Bldg
 Fixed Asset Number: 10080295

RESTATEMENT AND RATIFICATION SECOND AMENDMENT TO LICENSE AGREEMENT

THIS RESTATEMENT AND RATIFICATION SECOND AMENDMENT TO LICENSE AGREEMENT (“**Second Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between City of Mequon, a Wisconsin Municipal Corporation, having a mailing address at 11333 North Cedarburg 60W, Mequon, WI 53092 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Owner and Tenant (or its affiliate or predecessor in interest) entered into a License Agreement dated September 24, 1999 (“**License**”), as amended by Estoppel and Consent Certificate and License Amendment dated August 8, 2000 (“**First Amendment**”), whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property located at 11300 North Buntrock Avenue, Mequon, WI 53092 (collectively, the “**License**”); and

WHEREAS, the term of the License expired on November 20, 2024, and the parties mutually desire to restate, ratify and renew the License, memorialize such renewal period and modify the License in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Owner and Tenant desire to amend the License to extend the term of the License; and

WHEREAS, Owner and Tenant desire to adjust the License Fee (as defined below) in conjunction with the modifications to the License contained herein; and

WHEREAS, Owner and Tenant desire to amend the License to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Owner and Tenant, desire to amend the License to modify the notice section thereof; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the License as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. Restatement and Ratification.

The License, including all amendments thereto, entered into prior to the date hereof, is attached hereto as Exhibit A. Owner and Tenant hereby reinstate, ratify, confirm and adopt the License, as amended herein, as of the latter signature date below.

2. **Term.** The term of the License shall be amended to provide that the current term, which commenced on November 21, 2019, expired on November 20, 2024 (“**Current Term**”), and commencing on November 21, 2024, will be automatically renewed, upon the same terms and conditions of the License, except as modified in this Second Amendment, for five (5) additional five (5) year terms (each a “**Renewal Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Renewal Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Owner in writing of Tenant’s intention not to renew the License at least sixty (60) days prior to the expiration of the Current Term or any Renewal Term. Owner agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the License as permitted prior to the first Renewal Term.
3. **Modification of License Fee.** Commencing on November 21, 2024, the current License Fee payable under the License shall be Forty-Eight Thousand Three Hundred and 00/100 Dollars (\$48,300.00) per year, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of License Fee prior to or after the Effective Date, Tenant shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount. In the event of any underpayment of License Fee prior to or after the Effective Date, Tenant shall pay the amount of any underpayment within 30 days of the effective date.
4. **Future License Fee Increase / Annual Payments.** The License is amended to provide that commencing on November 21, 2025, the License Fee shall increase by four percent (4%) over the License Fee paid during the previous year, and then shall increase annually by four percent (4%) over the previous year’s License Fee in each subsequent year.
5. **Permitted Use.** From time to time during the term of the License, Tenant may add, maintain, modify, remove, repair, replace and/or update its communications equipment located on the Tower upon receipt of Owner’s prior written approval, which approval shall not be unreasonably conditioned, delayed or withheld, provided that the proposed modification is not lesser in reasonable aesthetic quality than the existing equipment and provided that the proposed location of any additional equipment is satisfactory to Owner. Prior to making such modification, Tenant shall submit to Owner construction drawings describing and depicting the proposed work and, if reasonably required, a structural analysis of the Tower taking into account the proposed modification (collectively, the “**Plans**”), for Owner review and approval. Tenant shall reimburse Owner for the reasonable cost of review of the Plans by Owner’s third-party consultant, provided such costs do not exceed Five Thousand and 00/100 Dollars (\$5,000.00),

within sixty (60) days of receipt of detailed invoice. Notwithstanding the foregoing, Tenant shall not be required to submit Plans and/or obtain Owner’s prior written approval for routine maintenance and repair to Tenant’s equipment and/or facilities or for modifications to equipment within Tenant’s equipment shelter.

6. **Acknowledgement.** Owner acknowledges that: 1) this Second Amendment is entered into of the Owner’s free will and volition; 2) Owner has read and understands this Second Amendment and the underlying License and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Owner’s decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment; 3) Owner has been advised and is informed that should Owner not enter into this Second Amendment, the underlying License between Owner and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 34 of the License is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Owner:

City of Mequon
11333 North Cedarburg 60W
Mequon, WI 53092

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: WI1089
Cell Site Name: Mequon Public Safety Bldg (WI)
Fixed Asset #: 10080295
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WI1089
Cell Site Name: Mequon Public Safety Bldg (WI)

Fixed Asset #: 10080295
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Charges.** All charges payable under the License such as utilities and taxes shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to annual License Fee which is due and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of the License.
9. **First Amendment to Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the License and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the License otherwise is unmodified and remains in full force and effect. Each reference in the License to itself shall be deemed also to refer to this Second Amendment.
11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be effective as of the last date written below.

OWNER:
City of Mequon,
a Wisconsin Municipal Corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

OWNER ACKNOWLEDGEMENT

STATE OF _____)

_____)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

- (a) is the _____ [title] of **City of Mequon, a Wisconsin Municipal Corporation**, the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

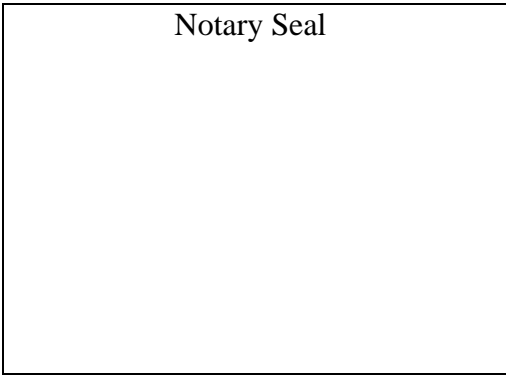
Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

Attachment 1

First Amendment to Memorandum of License

Document Number	Document Title
<p>THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:</p> <p>Catherine Abejar, Lease Processing (469) 965-9850 MD7, LLC 950 W. Bethany Drive, Suite 700 Allen, TX 75013</p>	<p>FIRST AMENDMENT TO MEMORANDUM OF LICENSE</p>
	<p>Parcel ID Number: 14-050-02-010.04/ 14-050-02-010.01</p> <p>SPACE ABOVE FOR RECORDER'S USE</p>

Re: Cell Site #: WI1089
 Cell Site Name: Mequon Public Safety Bldg (WI)
 Fixed Asset Number: 10080295
 State: WI
 County: Ozaukee

FIRST AMENDMENT TO MEMORANDUM OF LICENSE

This First Amendment to Memorandum of License is entered into on this ____ day of _____, 202__, by and between City of Mequon, a Wisconsin Municipal Corporation, successor in interest to , having a mailing address of 11333 North Cedarburg 60W, Mequon, WI 53092 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

1. Owner and Tenant entered into a certain License Agreement dated September 24, 1999, as amended by that certain Estoppel and Consent Certificate and License Amendment dated August 8, 2000, and as further amended by that certain Second Amendment to License Agreement dated _____, 202__ (collectively, the “**License**”) for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of License reflecting the License was recorded on March 22, 2000, as Document No. 653388, at Volume 1233, Pages 636 to 638, in the public records of Ozaukee County, State of Wisconsin.
2. The parties have agreed, commencing on November 21, 2024, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the License.

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This First Amendment to Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of License as of the day and year first above written.

OWNER:
City of Mequon,
a Wisconsin Municipal Corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

OWNER ACKNOWLEDGEMENT

STATE OF _____)

)

COUNTY OF _____)

I CERTIFY that on _____, 202__,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

- (a) is the _____ [title] of **City of Mequon, a Wisconsin Municipal Corporation**, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

My Commission Expires: _____

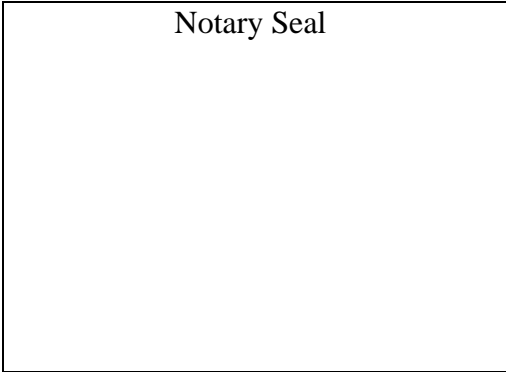
Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

Exhibit 1 to First Amendment to Memorandum of License

Legal Description

Street Address: 11300 North Buntrock Avenue, Mequon, WI 53092

Parcel #: 14-050-02-010.04/ 14-050-02-010.01

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

THAT PART OF THE FOLLOWING DESCRIBED LAND:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9 NORTH, OF RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNERSTONE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DUE WEST ON THE SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 983.42 FEET; THENCE NORTH 0° 8' EAST 443.50 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 0° 8' EAST 43 FEET; THENCE DUE EAST 160.50 FEET TO A POINT IN THE WEST BOUNDARY LINES OF THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY, THENCE SOUTHEASTERLY ON A CURVED LINE ALONG THE RAILROAD BOUNDARY 43.27 FEET ON A CHORD HAVING A BEARING SOUTH 6° 26' EAST, THENCE DUE WEST 165.42 FEET TO THE PLACE OF BEGINNING; BEING A PART OF LOT 2, BLOCK 2, ASSESSOR'S PLAT, CITY OF MEQUON.

AND

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER STONE AT THE SOUTHEAST CORNER OF SAID SECTION 22, THENCE DUE WEST 1534.83 FEET ON THE SOUTH LINE OF THE SOUTHEAST 1/4 TO A POINT; THENCE NORTH 0° 45' EAST 258.17 FEET ALONG THE EAST LINE OF WILSON AVENUE TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 0° 45' EAST 212 FEET ALONG THE EAST LINE OF WILSON AVENUE TO A POINT; THENCE DUE EAST 375.25 FEET TO A POINT; THENCE NORTH 0° 45' EAST 116 FEET TO A POINT; THENCE DUE EAST 320.50 FEET TO A POINT IN THE WEST BOUNDARY LINE OF THE C.M.ST.P. & P.R.R. RIGHT OF WAY; THENCE SOUTHEASTERLY ON A CURVED LINE ALONG THE SAID RAILROAD RIGHT OF WAY BOUNDARY 100 FEET TO A CHORD, (BEARING SOUTH 5° 31' EAST); THENCE DUE WEST 160.50 FEET TO A POINT; THENCE SOUTH 0° 08' WEST 228.25 FEET TO A POINT; THENCE DUE WEST 548.75 FEET THE PLACE OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER STONE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE DUE WEST 983.42 FEET ON THE SOUTH LINE OF SOUTHEAST 1/4 TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING DUE WEST 222.50 FEET TO A POINT; THENCE N. 0° 07' E. 258.25 FEET TO A POINT; THENCE DUE EAST 222.58 FEET TO A POINT; THENCE S. 0° 08' W. 258.25 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH AN EASEMENT FOR DRIVEWAY PURPOSES OVER AND UPON THE EXISTING DRIVEWAY RUNNING IN A NORTH-SOUTH DIRECTION ALONG AND ADJACENT TO THE EAST BOUNDARY LINE OF THE ABOVE DESCRIBED PREMISES, AND WHICH DRIVEWAY IS DESCRIBED AS A STRIP OF LAND 20 FEET IN WIDTH EXTENDING FROM THE MEQUON ROAD ON THE SOUTH AND ALONG SAID EAST BOUNDARY LINE OF SAID ABOVE DESCRIBED PREMISES IN A NORTHERLY DIRECTION TO A POINT WHICH IS 25 FEET NORTH OF THE NORTH WALL OF THE GARAGE STRUCTURE NOW SITUATED ON SAID ABOVE DESCRIBED PREMISES, OR A DISTANCE OF 283.25 FEET NORTH OF THE MEQUON ROAD. BEING PARTS OF LOT 1 & 2 BLK 2 ASSESSORS PLAT, CITY OF MEQUON.

AND

THE FOLLOWING BEING A PART OF LOT 1 BLOCK 2, ASSESSOR'S PLAT, A PARCEL OF LAND LOCATED IN THE SOUTH ONE-HALF (1/2) OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE DUE WEST ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4, 1205.92 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 0° 07' EAST 258.25 FEET TO A POINT; THENCE DUE WEST 119.34 FEET TO A POINT; THENCE SOUTH 0° 45' WEST 258.17 FEET TO A POINT; THENCE DUE EAST 122.08 FEET ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4 TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM LANDS CONVEYED IN DEED BY CORPORATION RECORDED DECEMBER 30, 1987 IN VOLUME 606, PAGE 849, AS DOCUMENT NO. 398182,

AND

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, IN TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE DUE WEST 1328 FEET ON THE SOUTH LINE OF THE SOUTH EAST 1/4 TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING DUE WEST 206.83 FEET ON THE SOUTH LINE OF THE SOUTHEAST 1/4 TO A POINT; THENCE NORTH 0°45' EAST 258.17 FEET ALONG THE EAST LINE OF WILSON AVENUE TO A POINT; THENCE DUE EAST 206.83 FEET TO A POINT; THENCE SOUTH 0° 45' WEST 258.17 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM LANDS CONVEYED IN DEED BY CORPORATION RECORDED DECEMBER 30, 1987 IN VOLUME 606, PAGE 849, AS DOCUMENT NO. 398182,

AND

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4, THENCE DUE WEST 1534.83 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, THENCE NORTH 0 DEGREE 45 MINUTES EAST 470.17 FEET ALONG THE EAST BOUNDARY LINE OF NORTH BUNTROCK AVENUE FORMERLY NAMED NORTH WILSON AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREE 45 MINUTES EAST 345.97 FEET ALONG SAID LINE TO A POINT; THENCE NORTH 89 DEGREES 54 MINUTES EAST 487.54 FEET, THENCE NORTH 0 DEGREE 06 MINUTES WEST 179.98 FEET, THENCE SOUTH 89 DEGREES 54 MINUTES WEST 484.87 FEET, THENCE NORTH 0 DEGREE 45 MINUTES EAST 175.04 FEET ALONG THE EAST BOUNDARY LINE OF NORTH BUNTROCK AVENUE TO A POINT, THENCE NORTH 89 DEGREE 54 MINUTES EAST 703.27 FEET, MORE OR LESS, ON A LINE PARALLEL TO THE SOUTH LINE OF DIVISION STREET AND SOUTH 0 DEGREE 45 MINUTES WEST 170.00 FEET THERETO TO A POINT IN THE WESTERLY CURVED BOUNDARY LINE, SAID POINT BEING WEST 49.80 FEET FROM THE CENTERLINE OF THE MAIN LINE TRACKS OF THE C.M. ST. P & P. R.R. RIGHT OF WAY, THENCE SOUTHERLY ALONG SAID CURVED WESTERLY BOUNDARY OF SAID RAILROAD RIGHT OF WAY, 588.00 FEET, MORE OR LESS, (LONG CHORD SOUTH 1 DEGREE 31 MINUTES WEST 586.39 FEET) TO A POINT, WEST 50.40 FEET FROM THE CENTERLINE OF THE MAIN LINE TRACKS, THENCE WEST 320.40 FEET, THENCE SOUTH 0 DEGREE 45 MINUTES WEST 116.00 FEET, THENCE WEST 375.00 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PREMISES IS A PART OF LOT 2, BLOCK 2 OF ASSESSOR'S PLAT OF THE CITY OF MEQUON.

AS SURVEYED AND DESCRIBED TO BE KNOWN AS:

LOTS 2, 3 AND OUTLOT 1 IN CERTIFIED SURVEY MAP NO. 4007, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY WISCONSIN ON NOVEMBER 1, 2017, AS DOCUMENT NO. 1056965, BEING A DIVISION OF LOT 1 AND PART OF LOT 2, BLOCK 2 OF THE ASSESSOR'S PLAT AND PART OF BLOCK 5 AND BLOCK 8 OF THIENSVILLE REALTY COMPANY SUBDIVISION, BEING A PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE AND STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER STONE OF SAID SECTION 22; THENCE DUE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ 723 FEET TO A POINT IN THE WEST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY, BEING THE PLACE OF BEGINNING; THENCE DUE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼, 260.42 FEET; THENCE NORTH 0°08. EAST 443.50 FEET; THENCE DUE EAST 165.42 FEET TO A POINT IN THE WEST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON A CURVE ALONG THE WEST LINE OF THE RAILROAD RIGHT-OF-WAY, THE LONG CHORD OF WHICH BEARS SOUTH 11°58. EAST 453.35 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED IN DEED BY CORPORATION TO THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION RECORDED ON JUNE 13, 1980 AS DOCUMENT NO. 403920 FOR HIGHWAY PURPOSES.

APN: Part of 14-050-02-01-001 (Parcel 1) and 14-050-02-02-001 (Parcel 2)

[end of page]

Attachment: AT&T Second Lease Amendment (RESOLUTION 4197 : AT&T at PSB)



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

www.cityofmequonwi.gov

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 31, 2025
SUBJECT: RESOLUTION 4198 A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575

Background

The City of Mequon's current Mitel phone system was acquired in 2014 for \$93,400 and serves all of the City's primary facilities. This eleven-year-old, on-premises system operates with proprietary servers and Mitel Voice Over Internet Protocol (VOIP) phones. Over the past three years, the City's IT Division has implemented software and hardware upgrades to extend its lifespan. However, the system has now reached the end of its serviceable life, as the phone system is experiencing reliability issues that have impacted customer service and system uptime. Additionally, Mitel has discontinued manufacturing replacement parts, requiring the City to source second-hand components from decommissioned systems. Considering these shortcomings, the IT Division initiated a Request for Proposals to identify a suitable replacement. During this process, Mitel Corporation filed for Chapter 11 bankruptcy and announced plans to phase out support for older Mitel phone systems in the coming years, further underscoring the need for an updated phone system solution.

Analysis

With the assistance of TelecomFitness, the City's long-term telecommunications advisor, staff issued a Request-for-Proposals (RFP) in January for replacement of the phone system, with the goal of transitioning from an on-premises system to a hosted phone system to provide increased resiliency and manageability for all City facilities. The new phone system will also support Southern Ozaukee Fire & EMS Department phones in City-owned facilities. In response, the City received six proposals, as outlined below.

Provider	Year One Costs	Ongoing Annual Fee
CESA 6 - 3CX	\$33,221	\$15,277
Crexendo	\$32,931	\$19,326
Net2Phone	\$41,044	\$15,806
RingCentral	\$23,023	\$15,888
GoToConnect	\$26,832	\$17,105
Lisbon Creek Systems - 3CX*	N/A	N/A

*Note: Lisbon Creek Systems proposal did not meet the City's specifications.

After evaluating each phone system providers' RFP responses, RingCentral emerged as the best solution for the City's next phone system. While GoToConnect initially appeared well-suited for the City, further review determined that GoToConnect's proposal included lower-end phones at no additional charge. If the City had opted for the same quality phones as other providers, GoToConnect's pricing would have increased significantly. Other vendors, such as 3CX and Crexendo, required Microsoft license upgrades for Teams integration, which would add approximately \$108 per user, totaling roughly \$10,000 more per year for the City to leverage the full benefits of their solutions. Furthermore, 3CX would require onsite IT support and leave the City's new phone system exposed to some of the same vulnerabilities, such as network outages and geographic challenges, as the current Mitel phone system, leading to system outages. Crexendo, while offering free installation, had inflated licensing costs due to its uniform pricing structure across all user types. Lastly, Net2Phone, while initially appealing, had a limited Teams dialer that restricted call transfers and overpriced phones compared to other proposals.

RingCentral offers the City a cost-effective, fully hosted phone system with seamless Microsoft Teams integration at no additional licensing cost. Unlike competitors, RingCentral provides a robust call recording solution without proprietary storage limitations that could be leveraged in the future to avoid additional capital costs for the Police Department. RingCentral's proposal also eliminates the need for onsite IT support on the backend, and provides scalability for future growth. RingCentral's pricing is transparent, with no hidden fees for essential features like Call Queues and voicemail-only users. Lastly, RingCentral's agreement includes a 30-day money-back guarantee. City Attorney Brian Sajdak has edited the attached services agreement with RingCentral, and a finalized version will be distributed once available.

Fiscal Impact

The proposal presented by RingCentral fully addresses the RFP, demonstrates a complete understanding of the City's scope of requirements, includes a strong client base that serves as a testament to RingCentral's ability to provide a complete solution, and is competitively priced. Adequate funds exist within the IT Division's Capital Account and Operating Budget to support the City's year-one expense. Ongoing annual fees will be supported by a reallocation of funds within the Division's operating budget. SOFD has adequate funding to reimburse the City for its portion of the new phone system expenses, which will be approximately \$2,289 in year one and \$1,218 in subsequent years. If left unchanged for the life of the five-year services agreement, the City's first-year expense will be \$20,734, and annual fees thereafter will be \$14,670. The City will also charge back both Utilities for their portion of the phone system, which is customary for IT equipment and services that support utility operations.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 8, 2025.

Attachments:

RingCentral Proposal (PDF)
Services Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4198

A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575

RECITALS

A. The City of Mequon's eleven-year-old phone Mitel phone system has reached end of life and can no longer fulfill the organization's requirements.

B. Staff issued a Request for Proposals for a replacement Voice Over IP phone system and installation services.

C. The proposals were received and reviewed by the City, and five of six providers were interviewed by City representatives.

D. Following that process, it is recommended that a contract award for the installation and ongoing services be made to RingCentral of Denver, Colorado, in the amount of \$56,491, which represents the proposal that is in the City's best interests.

E. The Finance-Personnel Committee approved staff's recommendation at its meeting on April 8, 2025.

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

1. The Agreement with the RingCentral of Denver, Colorado, for installation of a Voice Over IP phone system and five years of related support in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Budgetary Quote

Prepared for:

City of Mequon

Quote Name: City of Mequon
 Quote Creation Date: February 27th, 2025
 Quote Expiration Date: April 26th, 2025
 Estimated Contract Start Date:
 Initial Term: 60 Months
 Renewal Term: 12 Months
 Currency: USD
 Payment Plan: Annual

RingEX™ Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	81	\$120.00	\$9,720.00
DigitalLine Basic	13	\$84.00	\$1,092.00
Recurring Fees			
Summary of Service	Qty	Rate	Subtotal
e911 Service Fee	94	\$12.00	\$1,128.00
Compliance and Administrative Cost Recovery Fee	94	\$42.00	\$3,948.00
Recurring Fees Total			\$15,888.00
Total Annual Recurring Services and fees			\$15,888.00

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Yealink T54W	94	\$68.40	\$6,429.60
Build per Site	1	\$1,207.00	\$1,207.00
Build per User	94	\$60.35	\$5,672.90
Training: RingCentral Admin Basics and End User Basics	1	\$680.00	\$680.00
One-Time Items			\$13,989.50



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

CONFIDENTIAL: This document contains information that is the confidential and proprietary property of RingCentral. Neither this document nor the information herein may be reproduced, used or distributed to or for the benefit of any third party without the prior written consent of RingCentral or pursuant to a confidentiality agreement. This quote is not binding until accepted in writing by Customer and RingCentral.

Summary of Item(s)	Qty	Rate	Subtotal
One-Time Items Total			\$13,989.50
Annual Recurring Services including Fees			\$15,888.00
One-Time Items Total including Fees			\$13,989.50
Total Amount*			\$29,877.50

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".

Promotional credit - One-time credit of \$6,855 (5 months of service) applied to first invoice

Attachment: RingCentral Proposal (RESOLUTION 4198 : Phone System Replacement)



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

City of Mequon (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

11333 N. Cedarburg Road
Mequon, WI 53092

Address:

20 Davis Drive
Belmont, CA 94002

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Andrew Varasano
Title: Area VP Public Sector Sales
Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
- Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
 - Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
 - Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.
- C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the

Attachment: Services Agreement (RESOLUTION 4198 : Phone System Replacement)

then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

attached hereto as Attachment A

written

incorporated into this Agreement at the time Customer adds such Professional Services to its level of service.

- D. Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.
- E. Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- F. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
- i. Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
- iii. Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i.** Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement,

only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for

installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ~~PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS~~. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER OF THE POLICY LIMITS OF ANY APPLICABLE INSURANCE POLICY/POLICIES COVERING THE LOSS
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "Third Party Claim") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "Discontinued Component"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. **Indemnification by Customer.** Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

- C. **Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the "Indemnified Party") shall provide the Party from which it seeks such indemnification (the "Indemnifying Party") with the following: (a) prompt written

notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of ~~California~~ ^{Wisconsin}, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
~~Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.~~
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. **Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed

facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Except where otherwise provided herein, in the event that this Agreement calls out or points to policies, statement, and/or additional terms or provisions which are contained on a webpage (e.g., those provisions containing a hyperlink), the terms and conditions posted at the time of this Agreement or upon any applicable purchase or lease shall be controlling notwithstanding any updates posted to the website unless agreed to by Customer

- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (**“PoP(s)”**), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

A. Opt Out. Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.

B. No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

A. Emergency Service Limitations for Global RingEX. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global RingEX Provided Only in Connection with Home Country Service. RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.

C. Primary Place of Use of Global RingEX Service. Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. Relationships with Local Providers. In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.



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Office of Administration

TO: Finance-Personnel Committee
FROM: William Jones, City Administrator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4199 Adoption of a Resolution Authorizing a Sixth 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 January and February of this year, the Common Council met to evaluate and discuss Mr. Jones' job performance during 2024. Following this review, the Common Council authorized an adjustment to the City Administrator's salary for 2025, as well as other related amendments. Accordingly, a sixth amendment to the City Administrator's employment agreement was prepared, to properly reflect the approved changes.

Fiscal Impact

The proposed sixth amendment adjusts the City Administrator's annual salary from \$170,000 to \$185,000 for 2025, retroactive to January 1. The adjustment reflects an independent analysis of other manager and administrator salaries from across the state, and incorporates a longevity adjustment granted to eligible City employees in 2024. Additionally, the amendment eliminates a yearly automobile allowance established in 2015, which currently equates to \$3,400 per year.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 8, 2025.

Attachments:

SIXTH AMENDMENT - WHJ JR. EMPLOYMENT AGREEMENT (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4199

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

RECITALS

A. Section 2-180 of the Mequon Municipal Code calls for the appointment of a City Administrator.

B. 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.

C. The City and Mr. Jones desire to amend the Employment Agreement upon such terms that are mutually agreeable to the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Mequon, Wisconsin, that the Sixth 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: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”), effective as of January 1, 2025, 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 2025, the City shall pay an annual base salary of \$185,000 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.

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, 2025, 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, 2025.

3. Section 9 of the Employment Agreement is repealed in its entirety.

4. 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:

CITY OF MEQUON

EMPLOYEE:

Andrew J. Nerbun, Mayor

William H. Jones, Jr.

Caroline Fochs, City Clerk

Attachment: SIXTH AMENDMENT - WHJ JR. EMPLOYMENT AGREEMENT (RESOLUTION 4199 : Adoption of a Resolution Authorizing a Sixth

2025 Finance-Personnel Monthly Work Plan

Current Agenda Topics

Month	Agenda Topics
April	<ul style="list-style-type: none"> • A Resolution Approving a Second Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11333 North Buntrock Avenue Through 2049 • A Resolution Awarding a Contract for Replacement of the City-Wide Voice Over Internet Protocol (VOIP) Phone System and Five Years of Service Support to RingCentral of Denver, Colorado, in the Amount of \$86,575 • Adoption of a Resolution Authorizing a Sixth Amendment to the Employment Agreement Between the City of Mequon and William H. Jones, Jr.

Potential Future Agenda Topics

<ul style="list-style-type: none"> • Insurance Review • Library Review • Fundraising • Alternative Revenue Sources 	<ul style="list-style-type: none"> • Payment in Lieu of Tax (PILOT) Agreements • City Ordinance Reconciliation • Impact Fees
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Attachment: April 2025 F&P Work Plan (10214 : Finance - Personnel Work Plan)

2025 Completed Items

- An Ordinance Amending Chapter 14 of the Mequon Municipal Code Regarding Liquor Licensing (Redbud Festival)
- An Ordinance Amending Section 2-230 of the Mequon Municipal Code Regarding Personnel Discipline Procedures
- A Resolution Approving a First Amendment to a License Agreement with AT&T, Extending the Term for the Cellular Tower Located at 11800 North Port Washington Road Through 2041
- A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Year 2023
- Investment Report as of 12/31/2024
- A Resolution Approving a Five-Year Service Agreement for Administration of a 457(b) Retirement Plan with MissionSquare Retirement, Washington, DC
- A Resolution Awarding a Contract for the Replacement and Installation of Audio Video Equipment within the Council Chambers at City Hall to AV Design Group of Thiensville, Wisconsin in an Amount Not-to-Exceed \$180,000
- A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2025 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$376,990
- A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon Police Association for the Period January 1, 2025 – December 31, 2027
- Q4 Investment Portfolio Update-DANA Investment Advisors