



See Agenda Packet for
Login and Complete Packet Details
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, April 13, 2021

6:45 PM

Virtual Meeting

Agenda

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect the community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens wishing to attend the meeting are encouraged to join the meeting online or by phone. Please go to <https://global.gotomeeting.com/join/377401845> to join the meeting online or call into the meeting by dialing 1-866-899-4679 and enter access code 377-401-845.

WRITTEN PUBLIC COMMENTS may be made in advance of the meeting. Written comments should be directed to the Finance Department at least 2 hours prior to the meeting by email at kkrueger@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Finance Director Kaitlyn Krueger at kkrueger@ci.mequon.wi.us or by leaving a message at 262-236-2955 no later than 2 hours prior to the meeting.

- 1) Call to Order, Roll Call
- 2) Approve Meeting Minutes
Action requested: review and approve
 - a. March 9, 2021 Minutes
- 3) License Applications
Action requested: review and approve
 - a. April 2021 Licenses
 - b. Hearing of Operator License Denial Appeal - Kelly Reid
- 4) Vouchers for Payment
Action requested: review and approve

- a. April 2021 Vouchers

5) Ordinance

Action requested: discuss and take action

- a. **ORDINANCE 2021-1590:** An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption

6) Resolutions

Action requested: discuss and take action

- a. **RESOLUTION 3819** - A Final Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project
- b. **RESOLUTION 3825** - A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of \$62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC
- c. **RESOLUTION 3821** - A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 (\$51,218 - \$69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 (\$55,314 - \$74,838)
- d. **RESOLUTION 3822** - A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051
- e. **RESOLUTION 3823** – A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin
- f. **RESOLUTION 3824** – A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon

7) Discussion Items

Action requested: discuss and take action as needed

- a. Preliminary Budget Report as of December 31, 2020
- b. Finance-Personnel Workplan

8) Adjourn

Dated: April 13, 2021

/s/ John Wirth, Chair

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

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



See Agenda Packet for
Login and Complete Packet Details
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, March 9, 2021

7:00 PM

Virtual Meeting

Minutes

I) Call to Order

Present:

Alderman Glenn Bushee
Alderman Andrew Nerbun
Alderman Robert Strzelczyk
Mayor John Wirth

The meeting started at 7:00 PM. Also present, Will Jones, City Administrator, Justin Schoenemann, Assistant City Administrator, Kaitlyn Krueger, Finance Director, Marie Keyser, Assistant to the Finance Director, Caroline Fochs, City Clerk, David Bialk, Fire Chief, Brian Sajdak, City Attorney and Dale Mayr, Alderman.

II) Approve Meeting Minutes

1. February 9, 2021 Minutes

No comments or discussion from the Committee.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Nerbun

AYES: Bushee, Nerbun, Strzelczyk

III) License Applications

1. March 2021 Licenses

No comments or discussion from the Committee.

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

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Nerbun

AYES: Bushee, Nerbun, Strzelczyk

IV) Vouchers for Payment

Attachment: Draft March 9, 2021 Minutes (6133 : March 9, 2021 F&P Minutes)

1. February 2021 Voucher Approval List

No comments or discussion from the Committee.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Nerbun, Strzelczyk

V) Resolutions

Action requested: review and recommend approval

1. **RESOLUTION 3812** A Resolution Clearing the Personal Property Tax Roll of Delinquent Accounts Deemed Uncollectible for Tax Roll Years 2018 and 2019

No comments or discussion from the Committee.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Nerbun, Strzelczyk

2. **RESOLUTION 3815** A Resolution Amending the City of Mequon's COVID-19 Emergency Medical Leave Benefits to Address the Availability of the COVID-19 Vaccine

Assistant City Administrator Justin Schoenemann stated staff is recommending amending the City of Mequon's Emergency Medical Leave (EML) benefits to address the availability of the COVID-19 vaccine at the recommendation of Labor Counsel. Mr. Schoenemann explained Section E states that a full-time or part-time City employee may use up to one day's worth of EML time in the event the employee experiences adverse medical side-effects that onset within 48 hours after receipt of the vaccine. Also, Section I states that once the vaccine becomes available to an employee, he or she will have thirty days to begin the vaccination process by receiving the first vaccine and completing the vaccine series as soon as possible.

Alderman Bushee asked if the City still has the benefits if someone contracts COVID-19. Mayor Wirth responded "yes." This revision to the policy states that if an employee chooses not to get the vaccine when it becomes available to them and subsequently contracts COVID-19 after that, EML benefits will not apply. The employee would have to use PTO or other banks of time off to recover from the illness.

Alderman Strzelczyk asked if 30 days is enough time to get the vaccine. Mr. Schoenemann pointed out the clause "the City has the right to determine whether extenuating circumstances apply" and stated should an employee make an effort at getting the vaccine but cannot get it within 30 days due to dosage availability, the City will work with them.

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

MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Bushee

AYES: Bushee, Nerbun, Strzelczyk

3. **RESOLUTION 3813** A Resolution Authorizing a Transfer of Funds from the Fire Department's Full-Time Personnel Accounts to the Public Safety Building Repairs Account in the Amount of \$90,000

Finance Director Krueger explained this resolution as moving the salary savings from the three unfilled Battalion Fire Chief positions to the Public Safety Building Repairs Account.

Alderman Bushee expressed that these funds should go back to the general fund and then the Committee can do a second vote on moving that money to the Building Repairs Account. Alderman Bushee feels this would be proper procedure. Alderman Strzelczyk agreed with Alderman Bushee in that this resolution should be broken into two votes just based on principle and best practice. Alderman Mayr mentioned the Future of Our Fire Department Committee is 100% behind moving the savings in salaries to building repairs due to the fact the Fire Department is in need of building repairs that have been put off for quite some time. Alderman Nerbun agreed and stated he does not view this as a violation of process, is fine with bifurcating the vote, but ultimately that would not change his mind.

Mr. Jones pointed out that the City is not moving the salary savings into the General Fund because the money is already in the General Fund. Mayor Wirth stated the first motion will be to reduce the Salaries line item by \$90,000 and the second motion will be to increase the Public Safety Buildings/Repairs line item by \$90,000.

The first motion was moved by Alderman Bushee and seconded by Alderman Strzelczyk. All voted in favor "aye." The second motion was moved by Alderman Bushee and seconded by Alderman Strzelczyk. All voted in favor "aye."

RESULT: **Approved with Amendments [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Strzelczyk

AYES: Bushee, Nerbun, Strzelczyk

VI) Discussion Items

1. Draft IT RFP

Justin Schoenemann stated that as part of the 2021 Budget, the Council approved funds within the Information Technology (IT) Budget to be spent on an IT Needs Analysis. Mr. Schoenemann plans on issuing the RFP the subsequent morning if the Committee has no amendments or concerns.

Alderman Bushee wants to make sure the City takes into account the improvement recommendation(s) of the IT contractor and actually spends the money on those improvements.

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

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Nerbun

AYES: Bushee, Nerbun, Strzelczyk

2. Work Plan

No comments or discussion from the Committee.

VII) Adjourn

A motion to adjourn was made at 7:24 PM by Alderman Strzelczyk and seconded by Alderman Bushee. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant to the Finance Director



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Finance-Personnel Committee
FROM: Caroline Fochs, City Clerk
DATE: April 8, 2021
SUBJECT: April, 2021 Licenses

Following are recommended approvals:

Renewal Class “A” Beer License – July 1, 2021 – June 30, 2022

*Contingent on passing all inspections/background checks.

Northshore Mobil Inc. DBA
Northshore Mobil
11210 N. Port Washington Rd.
Agent: Martin Omdahl

Northshore BP, Inc. DBA
Northshore BP
11147 N. Port Washington Rd.
Agent: Martin K. Omdahl

Renewal Class “A” Beer and “Class A” Liquor License – July 1, 2021 – June 30, 2022

*Contingent on passing all inspections/background checks.

Bonus, Inc. DBA
Olsen’s Piggly Wiggly #200
6111 W. Mequon Rd.
Agent: Ryan Olsen

Renewal Class “B” Beer and “Class B” Liquor License – July 1, 2021 – June 30, 2022

*Contingent on passing all inspections/background checks.

St. Paul Fish Company LLC DBA
St. Paul Fish Company
6200 W. Mequon Rd.
Agent: Timothy Collins

Howard J. Schroeder Legion Club Inc. DBA
Howard J. Schroeder Legion Club
6050 W. Mequon Rd.
Agent: Neil H. Glasstein

Harvey’s Central Grille, Inc. DBA
Harvey’s Central Grille
1340 W. Towne Square Rd.
Agent: Amelia C. Betzhold

Renewal Class “B” Beer and “Class C” Wine Liquor License – July 1, 2021 – June 30, 2022

*Contingent on passing all inspections/background checks.

Falafel Guys LLC DBA
Falafel Guys
6300 W. Mequon Rd., Unit 109
Agent: Chrissy Strolti

Renewal of Secondhand Jewelry Dealer License – April 14, 2021 – December 31, 2021

Tobin Jewelers Mequon
10804 N. Port Washington Rd.
Owner: Steven C. Tobin



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Finance-Personnel Committee
FROM: Caroline Fochs, City Clerk
DATE: April 8, 2021
SUBJECT: Hearing of Operator License Denial Appeal - Kelly Reid

Background

On March 29, 2021 Kelly Reid applied for an Operator's License to enable her to work unsupervised at the White Rabbit 14015 N. Cedarburg Rd., Mequon. Her application was submitted to the Police Department for the typical background check and recommendation. On April 5, 2021 the application was returned to the Clerk's Department with a recommendation for denial from Police Chief Pryor. On April 5, 2021 the license was subsequently denied by the Clerk and a letter was mailed to the applicant indicating such. The letter explained that if an appeal to this denial was requested, the applicant had 15 days to do so. On April 7, 2021 the applicant requested to be heard before the Finance-Personnel Committee to appeal this decision.

Analysis

The City of Mequon Alcohol Beverage Licenses Enforcement Policy Guidelines outlines procedures to be followed when considering denying a license, see attached. Chief Pryor has indicated that her license was denied specifically due to guidelines #1, 3(d) and 4. Please keep in mind that if the denial stands, Ms. Reid is still able to be employed serving alcohol, however she would be restricted from working unsupervised.

Fiscal Impact

None.

Recommendation

It is the recommendation of Chief Pryor to deny the Operator's License.

Attachments:

Kelly Reid Application (PDF)
GUIDELINES_Alcohol Licenses Enforcement Policy (DOC)



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

www.ci.mequon.wi.us

Office of the City Clerk

Alcoholic Beverage Operator (Bartender) License Application

Please read each question or statement carefully. All questions must be answered.

A penalty is provided for any false statement.

I hereby apply for a license to serve from the date hereof to June 30, 2022, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors subject to the limitations imposed by Sections 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto. And I hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local affecting the sale of such beverages and liquors if a license is granted to me.

Fee required:	\$ <u>75</u>	Call for pick-up? (Check one)	YES ☒ NO ☐
Type:	NEW FEE \$75	RENEWAL FEE \$75	PROVISIONAL \$15
	TEMPORARY \$10		
CASH OR CHECK ONLY			
Name of Applicant: (print)	Last, <u>REID</u>	First <u>KELLY</u>	
	Full Middle Name: <u>LYNN</u>		
Have you ever been known by/used any other name? YES ☐ NO ☒			
If yes to above answer, please complete:	Other Name	Maiden Name	
Current Address:	<u>[REDACTED]</u>		
City, State, Zip:	<u>[REDACTED]</u>		
Previous address if not living at above address for the past three (3) years:	<u>[REDACTED]</u>		
City, State, Zip:	<u>[REDACTED]</u>		
Phone:	<u>[REDACTED]</u>		
Email: (optional)	<u>[REDACTED]</u>		
Date of birth:	<u>[REDACTED]</u>		
Place of birth:	<u>[REDACTED]</u>		
Social Security Number:	<u>[REDACTED]</u> State <u>↑</u>		
Driver's license info:	<u>[REDACTED]</u>		
Physical description:	Male ☐ Female ☒	Height	Weight
		Hair	Eyes
Have you ever been convicted of any felony? <u>2013</u>		YES ☒ NO ☐	
TURN OVER			

Attachment: Kelly Reid Application (6124 : Operator License Appeal)

Have you ever been convicted of any misdemeanor?	YES ☐ NO ☒
Have you ever been convicted (paid fine) for any Ordinance violations (do not include traffic)?	YES ☐ NO ☒
Have you ever had any alcohol-related convictions (traffic or otherwise)?	YES ☐ NO ☒
If you answered YES to the above questions, give dates of violations, place of violations, specify charges, disposition and date of disposition.	
Have you completed a responsible beverage server training course in the last two (2) years? Proof required.	YES ☒ NO ☐
Have you held a retail managers or bartender license in past two (2) years? Proof required.	YES ☐ NO ☒
Place of Employment in Mequon: <u>WHITE RABBIT</u>	

The undersigned affirms/swears that he/she has made complete and true answers to each question, and understands that false statements are a violation of state law punishable by a forfeiture of up to \$1000, for a person who knowingly provides materially false information on this application and that his/her past record will become a part of this application.

Applicant's Signature: [Signature]

Date: 03-29-2021

Statement of Chief of Police:

☐ I have caused the applicant and the facts stated in this application to be investigated and I **APPROVE** the granting of the license.

☒ I have caused the applicant and the facts stated in this application to be investigated and I **DISAPPROVE** the granting of the license for the following reason(s). Attach additional sheet if needed.

[Signature]
Signature of Chief of Police

04/05/2021
Date

TO BE COMPLETED BY CLERK		
Date filed with Clerk: <u>3-29-21</u>	License No. issued: <u>O-</u>	Date license issued:
Initials of Clerk: <u>CF</u>	Prov. License issued: <u>OP-</u>	Date Prov. license issued:
Receipt #:	Temp. license issued: <u>OT-</u>	Date Temp. license issued:
Reissue receipt #: <u>Denied 4.5.21</u>	Date license reissued:	Clerk Approval and Date:

G:\Licensing\LICENSB APPLICATIONS\LICENSE_Operator_No notary_New Fee starting January 1, 2021.docx

Attachment: Kelly Reid Application (6124 : Operator License Appeal)

CITY OF MEQUON
ALCOHOL BEVERAGE LICENSES
ENFORCEMENT POLICY GUIDELINES

Intent. As it is the responsibility of the Finance-Personnel Committee (“Committee”) of the Mequon Common Council to screen applications for alcohol beverage licenses within the City of Mequon and to make recommendations thereupon to the Common Council for its decision under the licensing authority granted by Chapter 125 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City of Mequon, the Committee recommends and the Common Council adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the Council is required to provide that person with a written reason for the denial. These guidelines are adopted to assist the Committee in its reviews and recommendations and the Common Council in its decision-making, to meet that requirement.

The following guidelines are established by the Common Council to provide a framework for which persons are eligible for issuance of an alcohol beverage license (*i.e.* grounds for denial) and a framework for suspension, revocation or non-renewal. **There is broad discretion retained on behalf of the Committee and the Common Council to consider each case on an individual basis. Deviation from the guidelines may be allowed if unusual, exaggerated or mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Since alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community, individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized; provided, however, that the Committee and the Common Council shall not discriminate against such applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. §§ 111.321, 111.322, 111.335 and 125.12(1)(b), unless said arrest or conviction record substantially relates to the circumstances of the particular licensed activity. It is with these goals in mind, as well, that these guidelines are adopted.

For purposes of these guidelines, an “alcohol beverage license,” “license” or “permit” constitutes a retail license or an operator’s license. Additionally, the definition of “person” shall be as defined in Wis. Stat. § 125.02(14) of the Wisconsin Statutes. Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction. **Furthermore, to the extent Wis. Stat. Ch. 125 or Mequon Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on such provisions.**

The Common Council will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the Police Chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee and Common Council shall consider all offenses, regardless of when they occurred, to determine application of these guidelines.

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6).

Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons (unless the licensee has committed two (2) violations within a one (1) year period, or has committed a single violation in two consecutive years); or
2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, **arising out of separate incidents**, within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, **arising out of separate incidents**, within the last seven (7) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
- (b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Mequon Ordinance Ch. 14 - excluding administrative violations such as “failure to post license under glass”) **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period, or committed a single violation in two consecutive years).**
- (c) Perjury or false swearing, wherein the offense involves an incident at a place that is or should have been licensed under Wis. Stat. Ch. 125.
- (d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Operating a motor vehicle with a BAC in excess of .08% by weight.
- (g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is a habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. *See Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, a habitual offender includes, but is not limited to a person who has committed two (2) or more offenses, each a separate incident, within the immediately preceding five (5) years.

Guideline 5. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person’s alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

- (a) Keeps or maintains a disorderly or riotous, indecent or improper house.
- (b) Sold or has given away alcohol beverages to known habitual drunkards.
- (c) Does not possess the qualifications under Chapter 125 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City of Mequon to hold a license.
- (d) Was issued a license in conjunction with a warning letter as to any future law violations, regardless of whether the basis for the warning letter was conduct occurring earlier or outside of any of the time limits set forth in Guidelines 2., 3. and 4. above, and has committed a law violation subsequent to the issuance of the warning letter.

Guideline 6. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of twelve (12) months from the **date of denial** of such application. The Committee within its review and recommendation process and the Common Council may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Common Council that any falsifications on the application were the

result of inadvertence, excusable neglect or mistake.

Guideline 7. In the event that any person's alcohol beverage license is denied, non-renewed, suspended or revoked based upon the person's conviction record, the person shall be allowed the opportunity to show evidence of rehabilitation and fitness to engage in the licensed activity. If the person shows competent evidence of sufficient rehabilitation and fitness to perform the licensed activity, the Committee may not refuse to license the person or bar or terminate the person from licensing based on that conviction record unless the conviction is for an exempt offense under Wis. Stat. § 111.335(4). Competent evidence of sufficient rehabilitation and fitness to perform the licensed activity may be established by the production of any of the following:

- (a) The person's most recent certified copy of a federal department of defense form DD-214 showing the person's honorable discharge, or separation under honorable conditions, from the U.S. armed forces for military service rendered following conviction for any offense that would otherwise disqualify the person from the license sought, except that the discharge form is not competent evidence of sufficient rehabilitation and fitness to perform the licensed activity if the person was convicted of any misdemeanor or felony subsequent to the date of the honorable discharge or separation from military service.
- (b) A copy of the local, state, or federal release document; and either a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.
- (c) In addition to the above documentary evidence, the Committee will consider any of the following evidence presented by the individual:
 - i. Evidence of the nature and seriousness of any offense of which he or she was convicted.
 - ii. Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
 - iii. The age of the person at the time the offense was committed.
 - iv. The length of time that has elapsed since the offense was committed.
 - v. Letters of reference by individuals who have been in contact with the person since the person's release from any local, state, or federal correctional institution.
 - vi. All other relevant evidence of rehabilitation and present fitness presented.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any impermissible conflict between Wis. Stat. Ch. 125, Ch. 14 of the Municipal Code of the City of Mequon and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

These policy guidelines will go into effect on the 1st day of October, 2019.



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2955
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: KAITLYN KRUEGER, FINANCE DIRECTOR
DATE: April 13, 2021
SUBJECT: March 2021 Voucher Approval List

Attachments:

March 2021 AP Vendor Listing by Fund (PDF)
March 2021 AP Vendor Listing by Dept (PDF)

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

THE FOLLOWING VOUCHERS PAYABLE:

GENERAL FUND	813,126.91
SPECIAL REVENUE FUND	0.00
PARKS & OPEN SPACE	0.00
REVOLVING LOAN FUND	0.00
DEBT SERVICE FUND	0.00
DEBT SERVICE TIF 2 FUND	0.00
DEBT SERVICE TIF 3 FUND	0.00
CAPITAL PROJECT FUND	124,515.90
SEWER UT FUND	45,364.16
WATER UT FUND	63,467.65
TAX FIDUCIARY FUND	2,819.20
TOTAL	<u>1,049,293.82</u>

IN THE AMOUNT OF \$ 1,049,293.82 IS HEREBY CERTIFIED AS CORRECT
 AND PROPERLY CHARGEABLE TO ACCOUNTS WITH FUNDS AVAILABLE THEREIN.

4/8/2021

WILLIAM JONES
 CITY ADMINISTRATOR

Attachment: March 2021 AP Vendor Listing by Fund (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
	10610	L A W HEALTH BENEFIT TRUST	61176	LAW HEALTH BEN 3/19/21 P/R	20.00	03/19/2021	42549	0110	110000	224170
	10702	MEQUON FIRE & EMS ASSOCIATION	61027	UNION DUES 3/5/21 P/R	800.00	03/05/2021	1001547	0110	110000	224160
	10707	MEQUON POLICE ASSOCIATION	61000	UNION DUES 3/5/21 P/R	2,220.00	03/05/2021	1001548	0110	110000	224160
	10810	NORTH SHORE BANK FSB	61001	DEF COMP 3/05/21 P/R	21,365.00	03/05/2021	1001549	0110	110000	224101
	10810	NORTH SHORE BANK FSB	61001	DEF COMP 3/05/21 P/R	60.00	03/05/2021	1001549	0610	610000	224101
	10810	NORTH SHORE BANK FSB	61177	DEF COMP 3/19/21 P/R	575.00	03/19/2021	1001566	0110	110000	224101
	10810	NORTH SHORE BANK FSB	61177	DEF COMP 3/19/21 P/R	60.00	03/19/2021	1001566	0610	610000	224101
	11331	WIS SUPPORT COLLECTIONS TRUST	61002	SUPPORT ID 5956557 7532298 7844778 7657807 3/5 PR	1,240.09	03/05/2021	42509	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	61002	SUPPORT ID 5956557 7532298 7844778 7657807 3/5 PR	111.46	03/05/2021	42509	0610	610000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	61002	SUPPORT ID 5956557 7532298 7844778 7657807 3/5 PR	111.46	03/05/2021	42509	0620	620000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	61178	SUPPORT ID 5956557 7532298 7844747 7657807 3/19/21	1,240.09	03/19/2021	42627	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	61178	SUPPORT ID 5956557 7532298 7844747 7657807 3/19/21	111.46	03/19/2021	42627	0610	610000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	61178	SUPPORT ID 5956557 7532298 7844747 7657807 3/19/21	111.46	03/19/2021	42627	0620	620000	224150
				Department Total	28,026.02					
COMMON COU	10555	LEONARD MCCA W	61187	RECORD PUBLIC MEETING 3/9/21	250.00	03/19/2021	1001561	0110	110101	683211
				Department Total	250.00					
CITY CLERK	10230	CONLEY PUBLISHING GROUP LTD	61112	PUBL SERVICES 1/31/21-2/27/21	125.96	03/19/2021	42529	0110	110112	680502
	10834	OFFICE DEPOT *	61128	BATTERIES, PENS, TAPE, COPY PAPER, ETC	80.08	03/19/2021	42564	0110	110112	680101
	10834	OFFICE DEPOT *	61129	COLOR PAPER	34.99	03/19/2021	42564	0110	110112	680101
	10894	PITNEY BOWES 371887	61073	INSERTER LEASE 1/5/21-4/4/21	367.17	03/19/2021	42601	0110	110112	680401
				Department Total	608.20					
ELECTIONS	10290	DIGITAL EDGE COPY & PRINT CENTERS	60932	VOTER PADS & POSTCARD STOCK	510.00	03/05/2021	42441	0110	110113	680101
	10834	OFFICE DEPOT *	61168	LABELS, EXPAN. FOLDERS	127.95	03/19/2021	42564	0110	110113	680101
	12651	AMAZON CAPITAL SERVICES, INC	60934	COVID FLR STICKERS	16.98	03/05/2021	1001540	0110	110113	680101

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
ELECTIONS	12651	AMAZON CAPITAL SERVICES, INC	61167	DOZEN MINI FLAG STANDS	12.95	03/19/2021	1001555	0110	110113	680101
				Department Total	667.88					
INFO SERVI	10555	LEONARD MCCA	61057	IT ADVOCATE 2021 ANNUAL CONTRACT 2/13-2/26/21	2,596.16	03/05/2021	1001544	0110	110117	683201
	10555	LEONARD MCCA	61179	IT ADVOCATE 2021 ANNUAL CONTRACT 2/27-3/12/21	2,596.16	03/19/2021	1001561	0110	110117	683201
	12301	INTEGRATED SYSTEMS CORPORATION	61126	INTERNET SERVICE SUBSCRIPTION	200.00	03/19/2021	42547	0110	110117	683202
	12448	THE OFFICE TECHNOLOGY GROUP	61127	OTG Managment IT Services 3/1-3/31/21	3,550.00	03/19/2021	42611	0110	110117	683201
	12448	THE OFFICE TECHNOLOGY GROUP	61127	OTG Managment IT Services 3/1-3/31/21	2,826.25	03/19/2021	42611	0110	110117	683202
	12616	MIDWEST FIBER NETWORKS LLC	61051	Midwest Fiber Leased Fiber Net	1,113.75	03/19/2021	1001565	0110	110117	683202
	12616	MIDWEST FIBER NETWORKS LLC	61052	Midwest Fiber Leased Network R	150.48	03/19/2021	1001565	0110	110117	683202
	12629	TELECOM FITNESS INC	61175	Telecom Fitness Annnual Support 2021	1,200.00	03/19/2021	42609	0110	110117	683202
				Department Total	14,232.80					
FINANCE	11809	M3 INSURANCE SOLUTIONS	61050	2021 LIABILITY INSURANCE POLICY	248,727.00	03/05/2021	42462	0110	110000	224301
	12874	CEDAR GABLES CONDO ASSOCIATION	61223	REFUND UTILITY ACCT 247501	1,939.97	03/19/2021	42526	0620	620000	103102
				Department Total	250,666.97					
ASSESSOR	10463	GROTA APPRAISALS LLC	61032	ANNUAL ASSESSMENT & REVALUATION	19,815.00	03/19/2021	1001559	0110	110119	683201
	11178	UNITED MAILING SERVICES INC	60884	BULK MAILINGS	572.71	03/05/2021	42498	0110	110119	680505
				Department Total	20,387.71					
HR	10226	CONCENTRA MEDICAL CENTERS	60876	Pre-Employment Testing	234.50	03/05/2021	42438	0110	110120	683201
	10226	CONCENTRA MEDICAL CENTERS	61033	Pre-Employment Testing	105.00	03/05/2021	42438	0110	110120	683201
	10226	CONCENTRA MEDICAL CENTERS	61087	Pre-Employment Testing	96.00	03/19/2021	42528	0110	110120	683201
	10226	CONCENTRA MEDICAL CENTERS	61195	Pre-Employment Testing	90.00	03/19/2021	42528	0110	110120	683201
	10226	CONCENTRA MEDICAL CENTERS	61195	Pre-Employment Testing	45.00	03/19/2021	42528	0110	110120	683201
				Department Total	570.50					
POLICE	10313	VETCOR OF EAST TOWNE LLC	60994	K9 VETERINARY CARE 02/15/21/IRON	175.57	03/05/2021	42442	0110	110235	683702

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
POLICE	10313	VETCOR OF EAST TOWNE LLC	61160	K9 VETERINARY CARE	14.54	03/19/2021	42534	0110	110235	683702
	10408	GALLS LLC	60997	UNIFORMS - UNIFORM SUPPLIES	994.27	03/05/2021	42449	0110	110235	675101
	10408	GALLS LLC	60998	UNIFORMS - UNIFORM SUPPLIES	61.99	03/05/2021	42449	0110	110235	675101
	10408	GALLS LLC	60999	UNIFORMS - UNIFORM SUPPLIES	129.18	03/05/2021	42449	0110	110235	675101
	10408	GALLS LLC	61161	UNIFORMS - UNIFORM SUPPLIES	138.16	03/19/2021	42542	0110	110235	675101
	10552	INTOXIMETERS INC	61034	DRY GAS TANK FOR PBT TESTING	140.00	03/05/2021	42455	0110	110235	680301
	10639	SCHOESSOW, CARY A.	60853	SQUAD LETTERING & GRAPHICS APP	620.00	03/05/2021	42482	0410	410786	725014
	10695	NELL ENTERPRISES, LLC	60947	MISC HARDWARE SUPPLIES	51.16	03/05/2021	42467	0110	110235	680301
	10695	NELL ENTERPRISES, LLC	60948	MISC HARDWARE SUPPLIES	6.99	03/05/2021	42467	0110	110235	680301
	10827	NOTARY BOND RENEWAL SERVICE	61196	NOTARY RENEWAL BONDS	30.00	03/19/2021	42563	0110	110235	680301
	10834	OFFICE DEPOT *	60949	OFFICE SUPPLIES	158.62	03/05/2021	42478	0110	110235	680101
	10850	OZAUKEE COUNTY CLERK OF CIRCUIT COURT	61169	BOND MICHAEL J RESHEL 21-5438	150.00	03/19/2021	42565	0110	110000	224205
	10866	WISCONSIN HUMANE SOCIETY	60851	STRAY ANIMAL SERVICES-JAN	40.00	03/05/2021	42506	0110	110235	683201
	10931	PROSHRED SECURITY	61224	SHREDDING SERVICES	42.00	03/19/2021	42603	0110	110112	683201
	10931	PROSHRED SECURITY	61224	SHREDDING SERVICES	49.52	03/19/2021	42603	0110	110235	683201
	10937	PUBLIC SAFETY EQUIPMENT, LLC	60945	RADAR UNITS CERTIFICATION	657.00	03/05/2021	42480	0110	110235	686550
	11029	WISCONSIN DEPT OF FINANCIAL INSTITUTIONS	61197	NOTARY RENEWALS	20.00	03/19/2021	42624	0110	110235	680301
	11056	SIRCHIE FINGER PRINT LAB INC	60950	FORENSICS SUPPLIES	57.50	03/05/2021	42483	0110	110235	680301
	11056	SIRCHIE FINGER PRINT LAB INC	61165	FORENSICS SUPPLIES	108.15	03/19/2021	42605	0110	110235	680301
	11101	STREICHER'S INC	60951	PERSONNEL UNIFORM OUTFITTING	27.96	03/05/2021	42492	0110	110235	675101
	11137	THOMSON REUTERS - WEST	61159	CLEAR INVESTIGATIVES SERVICES 02/01-02/28	144.62	03/19/2021	42612	0110	110235	683201
	11153	TRANS UNION LLC	61164	CREDIT HISTORIES 01/26-02/25	85.00	03/19/2021	42615	0110	110235	683201
	11211	VERIZON WIRELESS SERVICES LLC	61158	CELL PHONE SERVICES 01/27/21-02/26/21	506.13	03/19/2021	42618	0110	110235	680504

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
POLICE	11211	VERIZON WIRELESS SERVICES LLC	61158	CELL PHONE SERVICES 01/27/21-02/26/21	0.62	03/19/2021	42618	0110	110239	680504
	11236	WAUKESHA COUNTY TECHNICAL COLLEGE	61157	LAW ENFORCEMENT PERSONNEL TRAINING	87.84	03/19/2021	42621	0110	110235	683501
	11295	WIS DEPT OF JUSTICE 2718	61163	WI DOJ RECORDS CHECKS 02/01-02/28	28.00	03/19/2021	42625	0110	110235	683201
	11520	KIESLER'S POLICE SUPPLY, INC	61156	WEAPONS & WEAPON LIGHTS	1,077.90	03/19/2021	1001562	0410	410791	730010
	11766	LOU'S GLOVES, INC.	61048	EVIDENCE HANDLING GLOVES	1,176.00	03/05/2021	42461	0110	110235	680301
	11835	EWALD'S HARTFORD FORD LLC	61190	POLICE VEHICLE - SQD 15-21	33,327.00	03/19/2021	42541	0410	410786	725011
	12448	THE OFFICE TECHNOLOGY GROUP	61193	COPIER & PRINTER MAINTENANCE 12/06/20 - 03/05/21	191.93	03/19/2021	42611	0110	110235	688101
	12450	SUMMIT COMMERCIAL FITNESS, INC	61189	PD PERSONNEL EXERCISE EQUIPMENT	160.00	03/19/2021	42607	0110	110235	675301
	12466	LANGUAGE LINE SERVICES INC	61162	LANGUAGE INTERPRETER SERVICES	34.10	03/19/2021	42550	0110	110235	683702
	12511	GREGORY A YOUNG	61038	LAW ENFORCEMENT PERSONNEL TRAINING	130.00	03/05/2021	42452	0110	110235	683501
	12596	MAGNET FORENSICS USA INC	60944	CELL PHONE FORENSICS	1,310.00	03/05/2021	42463	0110	110235	683201
	12651	AMAZON CAPITAL SERVICES, INC	60850	OFFICE, WORK, &/OR M&R SUPPLIE	25.99	03/05/2021	1001540	0110	110235	686550
	12651	AMAZON CAPITAL SERVICES, INC	60995	OFFICE, WORK, &/OR M&R SUPPLIE	66.22	03/05/2021	1001540	0110	110235	686550
	12651	AMAZON CAPITAL SERVICES, INC	61166	OFFICE, WORK, &/OR M&R SUPPLIE	316.96	03/19/2021	1001555	0110	110235	680301
	12694	AT&T MOBILITY LLC	61191	CELL PHONE SERVICES 01/26/21-02/23/21	995.63	03/19/2021	42522	0110	110235	680504
	12862	DELL INC	60996	COMPUTER SERVER	3,700.00	03/05/2021	42440	0410	410791	730012
				Department Total	47,036.55					
FIRE / EMS	10204	CINTAS	61070	YEARLY EXT MAINT	1,266.81	03/05/2021	42435	0110	110236	683202
	10336	EMERGENCY MEDICAL PRODUCTS INC	60903	MEDICAL SUPPLIES	235.16	03/05/2021	42444	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	61071	MEDICAL SUPPLIES	1,851.71	03/05/2021	42444	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	61221	MEDICAL SUPPLIES	237.43	03/19/2021	42538	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	61222	MEDICAL SUPPLIES	373.05	03/19/2021	42538	0110	110236	680301
	10337	EMERGENCY SERVICES MARKETING	61218	ANNUAL SUBSCRIPTION	735.00	03/19/2021	42539	0110	110236	683201
	10355	EWALD CHEVROLET BUICK LLC	61228	REPLACEMENT FIRE PICKUP TRUCK RESOLUTION 3772	32,980.50	03/19/2021	42540	0410	410786	725011

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
FIRE / EMS	10647	LINCOLN CONTRACTORS SUPPLY INC	61064	SAW BLADES	106.94	03/05/2021	1001546	0110	110236	680401
	10691	MENARDS	60969	TRIM FOR CITY HALL	16.47	03/05/2021	42466	0110	110236	680301
	10691	MENARDS	61055	WORK SUPPLIES	41.09	03/05/2021	42466	0110	110236	680301
	10691	MENARDS	61061	WORK SUPPLIES	119.78	03/05/2021	42466	0110	110236	680301
	10691	MENARDS	61067	WORK SUPPLIES	210.02	03/19/2021	42555	0110	110236	680301
	10695	NELL ENTERPRISES, LLC	60886	M&R	13.94	03/05/2021	42467	0110	110236	686550
	10699	MEQUON COPY MASTER	61062	COPY SERVICES	178.45	03/05/2021	42469	0110	110236	680101
	11211	VERIZON WIRELESS SERVICES LLC	61068	CELL DATA	320.08	03/05/2021	42502	0110	110236	680504
	11211	VERIZON WIRELESS SERVICES LLC	61069	CELL DATA	30.06	03/05/2021	42503	0110	110236	680504
	11936	TAKAT LLC	61056	BATTERIES FOR RADIOS	682.00	03/05/2021	42493	0110	110236	680301
	11936	TAKAT LLC	61213	RADIO BATTERIES	400.25	03/19/2021	42608	0110	110236	686550
	12109	JENSEN EQUIPMENT CO., INC.	61066	RECIPROCATING SAW BLADE	43.86	03/05/2021	42457	0110	110236	680401
	12336	AIRGAS USA, LLC	61220	OXYGEN	280.24	03/19/2021	42516	0110	110236	680301
	12531	AIR ONE EQUIPMENT INC	61059	FIRE EQUIPMENT	56.84	03/05/2021	42424	0110	110236	680401
	12531	AIR ONE EQUIPMENT INC	61060	FIRE EQUIPMENT	294.00	03/05/2021	42424	0110	110236	680401
	12531	AIR ONE EQUIPMENT INC	61216	FIRE EQUIPMENT	180.00	03/19/2021	42515	0110	110236	680401
	12531	AIR ONE EQUIPMENT INC	61217	FIRE EQUIPMENT	905.23	03/19/2021	42515	0110	110236	680401
	12540	GLOBAL INNOVATION GROUP INC	61219	S&R BOAT REPAIR	1,700.00	03/19/2021	42546	0110	110236	686550
	12635	TELEFLEX LLC	61063	MEDICAL EQUIP	1,345.50	03/05/2021	42495	0110	110236	680301
	12651	AMAZON CAPITAL SERVICES, INC	60904	IPAD CHARGERS 2	33.90	03/05/2021	1001540	0110	110236	680301
				Department Total	44,638.31					
COMMUNICA T	12308	MEDICAL PRIORITY CONSULTANTS INC	61040	EMD PERFORMANCE REVIEWS 2021 -2	19,656.00	03/05/2021	42465	0110	110237	683101
				Department Total	19,656.00					

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
INSPECTION	10404	ED BRISTOL ADVERTISING & PRINTING	61090	NO OCCUPANCY STICKERS - 500	126.00	03/19/2021	42536	0110	110244	680301
	10824	NORTHSTAR PRINTING & GRAPHICS	61049	BUSINESS CARDS FOR GREG	36.86	03/05/2021	42477	0110	110244	680301
				Department Total	162.86					
BLDG MAINT	10022	AHERN CO, J F	60962	HEATING UNIT NOT OPERATING COR	412.00	03/05/2021	42423	0110	110326	686503
	10022	AHERN CO, J F	60966	OCT 2020 BILL FOR HVAC MAINT CONTRACT JAN 2021	2,861.00	03/05/2021	42423	0110	110326	683201
	10022	AHERN CO, J F	60967	HVAC SERVICE - SAFETY BLDG	471.50	03/05/2021	42423	0110	110326	686502
	10022	AHERN CO, J F	60968	HVAC SERVICE - SAFETY BLDG	590.50	03/05/2021	42423	0110	110326	686502
	10022	AHERN CO, J F	61185	SERVICE CALL FOR HEATING SYSTEM AT SAFETY BLDG	293.00	03/19/2021	42513	0110	110326	686502
	10045	AMERICAN INDUSTRIAL ALSCO	61212	MOP CONTRACT-FEB	118.75	03/19/2021	42517	0110	110326	683201
	10051	AMERICAN SIGNAL CORPORATION	60936	REPAIR OF EMERGENCY SIREN AT O	184.75	03/05/2021	42425	0110	110359	686550
	10073	AT&T CORP	61153	TELEPHONE SERVICES-CITY HALL-FEB	164.42	03/19/2021	42520	0110	110326	680504
	10074	AT & T CORP	61183	ALARM CIRCUITS-FEB	84.30	03/19/2021	42521	0110	110326	683201
	10204	CINTAS	60986	FIRE EXTINGUISHER REPAIR/RECHARGE AT STATION2	210.88	03/05/2021	42434	0110	110326	683201
	10428	GILLITZER ELEC CO LTD, FRANK	60985	REPAIR ALARM CABLE AT DPW BUILDING	269.70	03/05/2021	1001543	0110	110326	686503
	10691	MENARDS	61145	WORK SUPPLIES TO CLEAN AT SAFETY BLDG	17.02	03/19/2021	42555	0110	110326	680303
	10691	MENARDS	61146	DISINFECTING WIPES FOR CITY HALL	12.54	03/19/2021	42555	0110	110326	680302
	10715	MEQUON VACUUM CENTER LLC	61026	VACUUM CLEANER PARTS	181.65	03/05/2021	42471	0110	110326	680201
	10886	PEST ARREST EXTERMINATING	61080	PEST CONTROL CONTRACT-FEB	115.00	03/19/2021	42600	0110	110326	683201
	11145	TOTAL ENERGY SYSTEMS LLC	60860	SAFETY BLDG GENERATOR SERVICE	296.50	03/05/2021	42496	0110	110326	686502
	11145	TOTAL ENERGY SYSTEMS LLC	61025	GENERATOR REPAIR AT SAFETY BUILDING	967.67	03/19/2021	42614	0110	110326	686502
	11177	UNITED DISPOSAL SERVICES LLC	61152	DUMPSTER FEES-FEB	520.00	03/19/2021	42616	0110	110326	683201
	11177	UNITED DISPOSAL SERVICES LLC	61152	DUMPSTER FEES-FEB	520.00	03/19/2021	42616	0610	610669	683201
	12124	PACKERLAND RENT-A-MAT, INC.	61186	MAT CONTRACT-MARCH	244.91	03/19/2021	42566	0110	110326	683201
	12153	NOFFKE ROOFING CO. LLC	61078	REPAIR ROOF LEAKS-CITY HALL	477.50	03/19/2021	42561	0110	110326	686501

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
BLDG MAINT	12311	JOHN A. GUETZKE & ASSOCIATES, INC.	60961	REPAIR ALARM SYSTEM AT DPW BUI	247.50	03/05/2021	42453	0110	110326	686503
	12573	SANDALSTONE VENTURES INC	60952	CLEANING-MARCH	1,161.00	03/19/2021	42617	0110	110326	683201
	12870	DIRTY DUCTS CLEANING & ENVIRONMENTAL INC	61226	ASBESTOS ABATEMENT 11236 & 112	15,545.00	03/19/2021	42530	0410	410803	710320
				Department Total	25,967.09					
FLEET SRVS	10020	PATRICK MAEGLI	60864	WINDSHIELD FOR 309	349.94	03/05/2021	42422	0110	110355	686550
	10102	BAUM HYDRAULICS CORPORATION	60867	HYD FITTINGS	166.43	03/05/2021	42428	0110	110355	680301
	10321	EGELHOFF LAWN MOWER SERVICE INC	60942	CARBURATOR FOR STEAMER	396.70	03/05/2021	42443	0110	110355	680301
	10321	EGELHOFF LAWN MOWER SERVICE INC	60977	FUEL PUMP FOR STEAMER	22.80	03/05/2021	42443	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	60975	STARTER FOR 203	229.13	03/05/2021	42445	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	60976	BATTERY FOR 203	144.71	03/05/2021	42445	0110	110355	680301
	10364	FALLS AUTO PARTS AND SUPPLIES INC	60868	FUEL FILTERS	25.39	03/05/2021	42446	0110	110355	680301
	10364	FALLS AUTO PARTS AND SUPPLIES INC	60973	FILTER AND SOAP	156.34	03/05/2021	42446	0110	110355	680301
	10368	FASTENAL COMPANY	60939	PLOW BOLTS	20.80	03/05/2021	42447	0110	110355	680301
	10426	GIERACH'S SERVICE INC	60872	TOW 203 TO SHOP	65.00	03/05/2021	42450	0110	110355	686550
	10501	HERBST OIL INC	60972	OIL FOR TRUCK LIFTS	127.65	03/19/2021	1001560	0110	110355	680402
	10516	HUMPHREY SERVICE PARTS INC	60940	OIL FILTERS	142.80	03/05/2021	42454	0110	110355	680301
	10516	HUMPHREY SERVICE PARTS INC	60941	OIL FILTERS	73.76	03/05/2021	42454	0110	110355	680301
	10579	K & M PRODUCTS & SERVICES INC	61137	MARKER LIGHTS	170.52	03/19/2021	42548	0110	110355	680301
	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	60863	COOLANT TANK FOR 316	484.33	03/05/2021	42458	0110	110355	680301
	10746	MILWAUKEE TRACTOR & EQUIPMENT INC	60869	SEAL FOR SKID STEER	70.40	03/05/2021	42474	0110	110355	680301
	10753	MILWAUKEE SPRING & ALIGNMENT INC	61136	LEAF SPRING FOR 310	542.71	03/19/2021	42557	0110	110355	680301
	10968	RELIANT FIRE APPARATUS INC	61134	MODULE & VALVE KIT	1,233.51	03/19/2021	42604	0110	110355	680301
	11004	SAFETY-KLEEN SYSTEMS INC	60970	OIL FILTER RECYCLE	748.44	03/05/2021	1001550	0110	110355	680402
	11185	UNIVERSAL TRUCK EQUIPMENT INC	60960	WING PLOW REPAIR	1,140.00	03/05/2021	42499	0110	110355	686550

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
FLEET SRVS	11185	UNIVERSAL TRUCK EQUIPMENT INC	60980	PLOW PARTS	179.50	03/05/2021	42499	0110	110355	680301
	11280	GOODYEAR COMMERICAL TIRE	60974	TIRES & ALIGNMENT 803	901.25	03/05/2021	42451	0110	110355	680301
	11280	GOODYEAR COMMERICAL TIRE	61138	SQUAD CAR TIRES	545.00	03/19/2021	42543	0110	110355	680301
	11281	WINTER EQUIPMENT COMPANY INC	60862	CARBITE SHOES FOR SNOWBLOWERS	322.45	03/05/2021	42507	0110	110355	680301
	11345	WISCONSIN LIFT TRUCK CORPORATION	61007	FUEL PUMP FOR HOLDER	167.10	03/05/2021	42510	0110	110355	680301
	11484	TODDS TOOLS	61180	TOOLS-SCANNER UPDATE	750.00	03/19/2021	42613	0110	110355	680401
	11497	LF GEORGE INC	60983	BELT FOR CHIPPER	656.72	03/05/2021	42460	0110	110355	680301
	11497	LF GEORGE INC	61181	ANVIL FOR CHIPPER	165.61	03/19/2021	42552	0110	110355	680301
	11497	LF GEORGE INC	61182	CHIPPER BELT	654.23	03/19/2021	42552	0110	110355	680301
	11513	UTECHT TOOL & MANUFACTURING, INC.	60959	RAM REBUILT FOR 337	1,681.00	03/05/2021	42500	0110	110355	686550
	12103	BROOKS TRACTOR, INC.	60829	FILTERS FOR GRADER	359.03	03/05/2021	42432	0110	110355	680301
	12103	BROOKS TRACTOR, INC.	60831	O-RING KIT	415.00	03/05/2021	42432	0110	110355	680301
	12103	BROOKS TRACTOR, INC.	60963	GAS PEDAL & FILTER	383.84	03/05/2021	42432	0110	110355	680301
	12103	BROOKS TRACTOR, INC.	61141	BUCKET SENSOR FOR 329	124.75	03/19/2021	42525	0110	110355	680301
	12103	BROOKS TRACTOR, INC.	61142	FUEL FILTERS	85.99	03/19/2021	42525	0110	110355	680301
	12130	UTILITY SALES & SERV	60958	BUCKET TRUCK INSPECTION	1,065.19	03/05/2021	42501	0110	110355	686550
	12390	ADVANCE AUTO PARTS	60803	BATTERY FOR FORKLIFT	125.17	03/05/2021	42421	0110	110355	680301
	12390	ADVANCE AUTO PARTS	60804	FUEL FILTERS FOR 803	39.54	03/05/2021	42421	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	60865	COOLANT HOSE	1.30	03/05/2021	42430	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	60866	COOLANT HOSE	7.80	03/05/2021	42430	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	60943	LIGHTS, MUD FLAPS, SHOVEL HOLDERS	173.88	03/19/2021	42524	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	60953	BRAKE PARTS FOR 300	119.85	03/19/2021	42524	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	60978	DIESEL ADDITIVE	155.40	03/05/2021	42430	0110	110355	680301

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
FLEET SRVS	12400	BRAKE & EQUIPMENT CO INC	60979	DIESEL ADDITIVE	95.40	03/05/2021	42430	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	61139	CARRIER BEARING FOR 317	104.47	03/19/2021	42524	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	61140	AIR SPRING FOR 306	147.93	03/19/2021	42524	0110	110355	680301
	12609	QUALITY STATE OIL CO INC	60982	7,500 QTY DIESEL FUEL	16,492.07	03/05/2021	42481	0110	110355	680402
	12624	MATHESON TRI-GAS INC	61227	TORCH TANK RENTAL	44.80	03/19/2021	42554	0110	110355	680301
				Department Total	32,275.63					
ENGINEERIN	10995	RUEKERT & MIELKE INC	61131	ENCLAVE PH V CONSTRUCTION INSP	471.00	03/19/2021	1001567	0110	110358	683102
	12233	AILCO EQUIPMENT FINANCING GROUP INC.	61130	PLOTWAVE MARCH	306.28	03/19/2021	42514	0110	110358	688101
				Department Total	777.28					
HIGHWAY	10137	BOEHLKE BOTTLED GAS CORP	60981	SUPPLIES FOR TANKS	15.07	03/05/2021	42429	0110	110359	680321
	10287	DIGGERS HOTLINE INC	61144	LOCATES-FEB	3.48	03/19/2021	1001556	0110	110359	683201
	10287	DIGGERS HOTLINE INC	61144	LOCATES-FEB	118.32	03/19/2021	1001556	0620	620679	923001
	10321	EGELHOFF LAWN MOWER SERVICE INC	61011	CHAINS & SHARPEN	74.85	03/19/2021	42537	0110	110359	680321
	10428	GILLITZER ELEC CO LTD, FRANK	60984	REPAIR SIGNALS AT BUNTROCK & MEQUON RD	1,250.00	03/19/2021	1001558	0110	110359	686550
	10484	HARTMANN SAND & GRAVEL CO, INC	61150	TREATED SAND QTY 21.86	174.88	03/19/2021	42544	0110	110359	680320
	10732	MILLER BRADFORD & RISBERG, INC	61010	FOLDING V-PLOW FOX JOHN DEERE	16,766.00	03/05/2021	42473	0410	410787	725012
	11195	USIC LOCATING SERVICES INC	61008	LOCATES-FEB	26.23	03/19/2021	1001569	0110	110359	683201
	11211	VERIZON WIRELESS SERVICES LLC	61210	DATA CHARGES FOR iPADS HWY, SWR, ENG, FORSTRY, WAT	75.10	03/19/2021	42620	0110	110359	680504
	11211	VERIZON WIRELESS SERVICES LLC	61210	DATA CHARGES FOR iPADS HWY, SWR, ENG, FORSTRY, WAT	30.04	03/19/2021	42620	0110	110363	680504
	11211	VERIZON WIRELESS SERVICES LLC	61210	DATA CHARGES FOR iPADS HWY, SWR, ENG, FORSTRY, WAT	15.02	03/19/2021	42620	0620	620679	921001
	11211	VERIZON WIRELESS SERVICES LLC	61210	DATA CHARGES FOR iPADS HWY, SWR, ENG, FORSTRY, WAT	60.08	03/19/2021	42620	0610	610669	680504
	11211	VERIZON WIRELESS SERVICES LLC	61210	DATA CHARGES FOR iPADS HWY, SWR, ENG, FORSTRY, WAT	50.04	03/19/2021	42620	0110	110358	680504
	11248	WE ENERGIES	61003	SIRENS- DONGES BAY RD	174.47	03/05/2021	42505	0110	110359	686115
	11248	WE ENERGIES	61079	SIRENS-BONNIWELL RD	324.63	03/05/2021	42505	0110	110359	686115

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
HIGHWAY	11248	WE ENERGIES	61149	SIRENS-SWAN RD	281.96	03/19/2021	42623	0110	110359	686115
	11248	WE ENERGIES	61151	SIRENS-GRANVILLE RD	298.61	03/19/2021	42622	0110	110359	686115
	12529	MORTON SALT, INC.	60797	SALT QTY 707.75 STO	48,190.70	03/05/2021	42475	0110	110359	680320
	12529	MORTON SALT, INC.	60798	SALT QTY514.36 STO	35,022.78	03/05/2021	42475	0110	110359	680320
	12529	MORTON SALT, INC.	60971	197.5 TON SALT	13,447.78	03/05/2021	42475	0110	110359	680320
	12529	MORTON SALT, INC.	60987	84.88 TONS SALT	5,779.47	03/19/2021	42559	0110	110359	680320
	12652	COMPLETE LAWN AND LANDSCAPE SUPPLIES LLC	61009	CITY HALL PARKING LOT SALT	441.00	03/05/2021	42437	0110	110359	680320
	12795	CARGILL INCORPORATED	60957	PRE-SEASON CHECK ON SALT BRINE	2,500.00	03/05/2021	42433	0110	110359	680320
	12861	WRANGLER HOLDCO CORP	61006	RECYCLING FEES-MARCH	105.65	03/05/2021	42511	0110	110359	683201
	12869	FIRST SOURCE WORLDWIDE, LLC	61012	CALCIUM CHLORIDE FOR ROADS TO	332.11	03/05/2021	42448	0110	110359	680320
				Department Total	125,558.27					
Forestry	10321	EGELHOFF LAWN MOWER SERVICE INC	61204	NEW BAR (20") CHAINSAW	67.99	03/19/2021	42537	0110	110363	680351
	12574	EC3 ENVIRONMENTAL CONSULTING GROUP INC	61205	FORESTRY MOWING HIGHLAND WOODS & GRASSSLYN NP	6,000.00	03/19/2021	42535	0410	410798	730017
				Department Total	6,067.99					
RECYCLING	10909	PORT-A-JOHN, INC.	61147	BRUSH SITE RESTROOM-MARCH	84.00	03/19/2021	42602	0110	110368	688120
				Department Total	84.00					
LIBRARY	11133	THIENSVILLE, VILLAGE OF	61084	M-T LIBRARY QUARTERLY GRANT QTR 2	264,500.00	03/19/2021	1001568	0110	110471	683801
				Department Total	264,500.00					
PARKS	10172	CARLIN SALES CORP	60989	LIME FOR BALLFIELDS	50.88	03/05/2021	1001541	0110	110474	680340
	10172	CARLIN SALES CORP	60989	LIME FOR BALLFIELDS	76.32	03/05/2021	1001541	0110	110474	680341
	10172	CARLIN SALES CORP	60989	LIME FOR BALLFIELDS	50.88	03/05/2021	1001541	0110	110474	680342
	10172	CARLIN SALES CORP	60989	LIME FOR BALLFIELDS	50.88	03/05/2021	1001541	0110	110474	680343
	10639	SCHOESSOW, CARY A.	60988	SIGNS FOR HIKE	120.00	03/05/2021	42482	0110	110474	680342
	10677	MARINE BIOCHEMISTS	60990	PERMIT FEE	225.00	03/05/2021	42464	0110	110474	683202

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
PARKS	10695	NELL ENTERPRISES, LLC	60874	LIGHTER FOR OUTDOOR HEATERS	4.49	03/05/2021	42467	0110	110474	680401
	10695	NELL ENTERPRISES, LLC	61201	INSECT KILLER, SNOW PUSHER	24.45	03/19/2021	42556	0110	110474	680340
	12154	CJ & ASSOCIATES, INC	60991	TABLES & CHAIRS REPL FOR REUTER PAVILION	2,476.17	03/19/2021	42527	0110	110474	680301
	12442	DOUGLAS A PETERSON	61202	WALL FINISHES/PAINTING - RIVER BARN	1,175.00	03/19/2021	42532	0110	110474	686550
	12498	ZW USA INC	61143	QTY 6 DOG WASTE BAGS	829.75	03/19/2021	42531	0110	110474	680301
	12567	DAVID LARSON	61206	DOWNPAYMENT FOR ROOF INSTALLATION	14,330.00	03/19/2021	42551	0410	410798	730011
				Department Total	19,413.82					
PLANNING	10555	LEONARD MCCAWE	60913	VIDEOTAPING AND RECORDING OF P/C MEETING	250.00	03/05/2021	1001544	0110	110578	683211
	11366	BRUCE C KRESS	61028	ENFORCEMENT OFFICER	488.00	03/05/2021	1001545	0110	110244	683201
	11366	BRUCE C KRESS	61028	ENFORCEMENT OFFICER	1,512.00	03/05/2021	1001545	0110	110578	683201
				Department Total	2,250.00					
SEWER	10209	CLARK DIETZ INC	61013	SANITARY SEWER WORK IN STH 57	3,500.00	03/05/2021	42436	0610	610669	740001
	10341	ENERGENECS INC	60992	SCADA FOR LS B GENERATOR (#358	4,300.00	03/19/2021	1001557	0610	610669	740002
	10345	ENGINES SERVICE INC	60857	RADIATOR FOR "T"	1,101.13	03/05/2021	1001542	0610	610669	680301
	10368	FASTENAL COMPANY	60914	MISC STRAPS	32.27	03/05/2021	42447	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	60955	3 TUBES OF CAULK	15.58	03/19/2021	42556	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	61004	STATION SUPPLIES	23.92	03/19/2021	42556	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	61005	SURFACE PREP FOR PAINT	12.59	03/19/2021	42556	0610	610669	680301
	10722	MID-AMERICAN RESEARCH CHEMICAL	60965	12 CANS LUBRICANT	119.83	03/05/2021	42472	0610	610669	680301
	11062	RASMITH, INC	61016	ETS MONITORING (#3780)	3,902.50	03/05/2021	42484	0610	610669	740001
	11217	VISU-SEWER INC	61014	LAC DU COURS SAN CIPP (#3442)	15,325.39	03/05/2021	1001553	0610	610669	740001
	11691	NAPA AUTO PARTS OF GRAFTON	61199	13 BOTTLES OF GENERATOR COOLANT ADDITIVE	162.37	03/19/2021	42560	0610	610669	680301
	12325	VERONA SAFETY SUPPLY, INC.	60964	LEL SENSOR FOR GAS MONITOR	193.92	03/05/2021	42504	0610	610669	680301
	12349	MACQUEEN EQUIPMENT INC	61148	ANNUAL MAINTENANCE & CAMERA HE	6,359.72	03/19/2021	42553	0610	610669	695104

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
SEWER	12690	APPLIED TECHNOLOGIES INC	61132	LS E SITE EVAL (#3616-21-E)	3,750.00	03/19/2021	42518	0610	610669	740002
	12764	ARCADIS U.S. INC	60856	BUILDING SEWER LATERAL REPORT (3566-U-20)	2,001.70	03/05/2021	42426	0610	610669	740001
	12764	ARCADIS U.S. INC	61133	BUILDING SEWER LATERAL REPORT (3566-U-20)	2,161.20	03/19/2021	42519	0610	610669	740001
	12788	BMCI CONSTRUCTION, INC	60956	CONCRETE PATCH AT GARDEN DRIVE - STATION Q	1,100.00	03/19/2021	42523	0610	610669	695105
				Department Total	44,062.12					
WATER	10368	FASTENAL COMPANY	61022	STAINLESS FASTENERS	41.45	03/05/2021	42447	0620	620679	677002
	10489	CORE & MAIN	61021	HYDRANT MARKERS	396.00	03/05/2021	42439	0620	620679	677002
	10556	ITRON INC	61020	METER READING HARDWARE/SOFTWARE	1,035.00	03/05/2021	42456	0620	620679	902003
	10647	LINCOLN CONTRACTORS SUPPLY INC	61019	MARKING PAINT	57.48	03/19/2021	1001564	0620	620679	673002
	10695	NELL ENTERPRISES, LLC	61018	LOCK FOR BOOSTER STATION & GREASERS FOR LOCKS	16.35	03/05/2021	42467	0620	620679	673002
	10695	NELL ENTERPRISES, LLC	61024	CUTOFF WHEELS FOR GRINDER & METER SWAP EQUIP	73.00	03/05/2021	42467	0620	620679	675002
	10755	CITY OF MILWAUKEE	61211	PURCHASED WATER-FEB	42,767.02	03/19/2021	42558	0620	620679	602001
	10815	NORTH SHORE WATER COMMISSION	61207	WATER TESTING BACT-FEB	300.00	03/19/2021	42562	0620	620679	662003
	10815	NORTH SHORE WATER COMMISSION	61208	PURCHASED WATER-FEB	14,390.77	03/19/2021	42562	0620	620679	602001
	11195	USIC LOCATING SERVICES INC	61023	LOCATING-FEB	644.44	03/19/2021	1001569	0620	620679	662003
	11211	VERIZON WIRELESS SERVICES LLC	61154	iPAD DATA CHARGES-WATER,FORESTRY,HWY,ENG,SEWE	75.10	03/19/2021	42619	0110	110359	680504
	11211	VERIZON WIRELESS SERVICES LLC	61154	iPAD DATA CHARGES-WATER,FORESTRY,HWY,ENG,SEWE	30.04	03/19/2021	42619	0110	110363	680504
	11211	VERIZON WIRELESS SERVICES LLC	61154	iPAD DATA CHARGES-WATER,FORESTRY,HWY,ENG,SEWE	15.02	03/19/2021	42619	0620	620679	921001
	11211	VERIZON WIRELESS SERVICES LLC	61154	iPAD DATA CHARGES-WATER,FORESTRY,HWY,ENG,SEWE	60.08	03/19/2021	42619	0610	610669	680504
	11211	VERIZON WIRELESS SERVICES LLC	61154	iPAD DATA CHARGES-WATER,FORESTRY,HWY,ENG,SEWE	50.04	03/19/2021	42619	0110	110358	680504
				Department Total	59,951.79					
DIRECT INV	10307	DEPARTMENT OF WORKFORCE	61085	BENEFITS CHARGES 2/1-2/28/21	52.96	03/19/2021	42533	0110	110236	673104
	10362	ELLIOT AUTO SUPPLY CO INC	60920	BATTERY CREDIT	-153.44	03/05/2021	42445	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	60993	STARTER & BATTERY CORE	-38.40	03/05/2021	42445	0110	110355	680301

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	10635	THE LEAGUE OF WIS MUNICIPALITIES	61194	4 JOB AD POSTINGS	150.00	03/19/2021	1001563	0110	110120	683602
	10696	MEQUON AUTO BODY	61083	WATER TRUCK ACCIDENT REPAIRS	1,401.88	03/05/2021	42468	0620	620679	925003
	10708	MEQUON POLICE-PETTY CASH	60938	PETTY CASH ADDTL \$ FOR CASH DRAWER	100.00	03/05/2021	42470	0110	110000	101422
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	3,038.45	03/05/2021	1001552	0110	110000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	192.64	03/05/2021	1001552	0610	610000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	31.26	03/05/2021	1001552	0620	620000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	148.75	03/05/2021	1001552	0110	110000	224163
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	10.50	03/05/2021	1001552	0610	610000	224163
	10757	SECURIAN LIFE INSURANCE COMPANY	61030	LIFE INSC UNIT 33302 4/1-4/30/21 POLICY 2832L	1.75	03/05/2021	1001552	0620	620000	224163
	10757	SECURIAN LIFE INSURANCE COMPANY	61031	POLICY 76038 ACCIDENT INSC APRIL 2021	61.69	03/05/2021	1001551	0110	110000	224122
	10757	SECURIAN LIFE INSURANCE COMPANY	61031	POLICY 76038 ACCIDENT INSC APRIL 2021	11.25	03/05/2021	1001551	0610	610000	224122
	10884	PERSONALIZED AWARDS	61170	PREMIUM PLAQUE	45.75	03/19/2021	42599	0110	110101	683702
	10931	PROSHRED SECURITY	61225	SHREDDING SERVICES	43.00	03/19/2021	42603	0110	110118	683201
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	160.34	03/05/2021	42497	0110	110236	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	97.07	03/05/2021	42497	0110	110326	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	299.70	03/05/2021	42497	0110	110359	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	9.72	03/05/2021	42497	0110	110355	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	77.12	03/05/2021	42497	0610	610669	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	128.75	03/05/2021	42497	0110	110244	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	105.49	03/05/2021	42497	0110	110358	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	38.50	03/05/2021	42497	0110	110474	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	41.55	03/05/2021	42497	0110	110111	680504
	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	53.10	03/05/2021	42497	0110	110120	680504

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	11165	UNITED STATES CELLULAR CORPORATION	61072	CELLULAR BILLING	52.78	03/05/2021	42497	0110	110578	680504
	11248	WE ENERGIES	61155	ACCT 0703680715 00001	27.45	03/19/2021	42622	0610	610669	695102
	11303	WIS DEPT OF REVENUE 8971	60285	MUNI ASSESSMNT MANUFACCTURING PROP	6,928.83	03/19/2021	42626	0110	110119	683201
	11309	WIS DEPT OF TRANSPORT 7911	61039	TRAILER #350 REGISTRATION & PLATES	169.50	03/05/2021	42508	0410	410787	725011
	11422	E CAROLINE AULT	61041	ELECTION SERVICES 2/16/21	125.00	03/05/2021	42427	0110	110113	683201
	11634	EVELYN S ZGANJAR	61046	ELECTION SERVICES 2/16/21	175.00	03/05/2021	42512	0110	110113	683201
	11665	PAMELA P NONKEN	61044	ELECTION SERVICES 2/16/21	62.50	03/05/2021	42476	0110	110113	683201
	11843	PIKU, CAROL E	61045	ELECTION SERVICES 2/16/21	125.00	03/05/2021	42479	0110	110113	683201
	11957	BROGHAMMER, KATHLEEN M	61042	ELECTION SERVICES 2/16/21	135.00	03/05/2021	42431	0110	110113	683201
	11993	ALLEN JON LAVINE	61043	ELECTION SERVICES 2/16/21	125.00	03/05/2021	42459	0110	110113	683201
	12080	WESOLOWSKI REIDENBACH & SAJDAK SC	61081	GENERAL RETAINER 10/1-10/31/2019	5,836.00	03/05/2021	1001554	0110	110124	683301
	12080	WESOLOWSKI REIDENBACH & SAJDAK SC	61082	MUNICIPAL COURT 1/1/2020-12/31/2020	14,220.00	03/05/2021	1001554	0110	110124	683302
	12405	TELECOM ONE, INC	61088	PHONES 3/1-3/31/21	56.99	03/19/2021	42610	0110	110236	680504
	12405	TELECOM ONE, INC	61088	PHONES 3/1-3/31/21	227.97	03/19/2021	42610	0110	110235	680504
	12405	TELECOM ONE, INC	61088	PHONES 3/1-3/31/21	284.96	03/19/2021	42610	0110	110117	680504
	12444	IMPACT ACQUISITIONS, LLC	61230	COPIER OVERAGE CHARGES	4.25	03/19/2021	42545	0110	110117	683202
	12651	AMAZON CAPITAL SERVICES, INC	61053	MOUSE PAD WITH WRIST SUPPORT	8.99	03/19/2021	1001555	0110	110120	680101
	90001	TEMP STAFF REIMB	61029	STEPEND POLICY P/C MEMBER LAPTOP	500.00	03/05/2021	42485	0110	110101	680301
	90001	TEMP STAFF REIMB	61035	RETIREMENT RECOGNITION	250.00	03/05/2021	42486	0110	110101	683702
	90001	TEMP STAFF REIMB	61037	RETIREMENT RECOGNITION	200.00	03/05/2021	42487	0110	110101	683702
	90001	TEMP STAFF REIMB	61047	K-9 TRAINING MEAL REIMB	27.16	03/05/2021	42488	0110	110235	683501
	90001	TEMP STAFF REIMB	61074	REIMB EMT BASIC BOOKS	311.15	03/05/2021	42490	0110	110236	683501
	90001	TEMP STAFF REIMB	61075	REIMB 20 GLUCOSE METERS	164.78	03/05/2021	42491	0110	110236	680301

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	90001	TEMP STAFF REIMB	61076	REIMB COST OF DEPT ISSUE FIRE BOOTS	145.00	03/05/2021	42489	0110	110236	680301
	90001	TEMP STAFF REIMB	61198	REIMB TRAINING SUPERVISE POLICE PERSONNEL 3/1-3/11	87.14	03/19/2021	42606	0110	110235	683501
	90005	TAX CHECK REFUNDS	60937	TAX REFUND 151180101000	2,819.20	03/05/2021	42494	0810	810000	103105
	90006	PERMIT REFUNDS	61089	DEPOSIT REFUND 645 W CASTLEBURY LN	61.00	03/19/2021	42567	0110	110000	229102
	90006	PERMIT REFUNDS	61091	DEPOSIT REFUND 3405 WOODVIEW CT	61.00	03/19/2021	42568	0110	110000	229102
	90006	PERMIT REFUNDS	61092	DEPOSIT REFUND 3727 TREMONT CT	61.00	03/19/2021	42569	0110	110000	229102
	90006	PERMIT REFUNDS	61093	INSP DEPOSIT 1414 W WESTPORT DR	61.00	03/19/2021	42570	0110	110000	229102
	90006	PERMIT REFUNDS	61094	INSP DEPOSIT 10902 N RAIDER CT	111.00	03/19/2021	42571	0110	110000	229102
	90006	PERMIT REFUNDS	61095	INSP DEPOSIT 624 W MCINTOSH LN	61.00	03/19/2021	42572	0110	110000	229102
	90006	PERMIT REFUNDS	61096	INSP DEPOSIT 11805 N LAKE SHORE DR	61.00	03/19/2021	42573	0110	110000	229102
	90006	PERMIT REFUNDS	61097	INSP DEPOSIT 4927 W ELMDALE DR	61.00	03/19/2021	42574	0110	110000	229102
	90006	PERMIT REFUNDS	61098	INSP DEPOSIT 1629 W BRADFORD	61.00	03/19/2021	42575	0110	110000	229102
	90006	PERMIT REFUNDS	61099	INSP DEPOSIT 322 E MAPLE LN	61.00	03/19/2021	42576	0110	110000	229102
	90006	PERMIT REFUNDS	61102	INSP DEPOSIT 4927 W ELMDALE DR	61.00	03/19/2021	42577	0110	110000	229102
	90006	PERMIT REFUNDS	61103	INSP DEPOSIT 3333 W RIVIERA CT	61.00	03/19/2021	42578	0110	110000	229102
	90006	PERMIT REFUNDS	61104	INSP DEPOSIT 12026 W FREISTADT RD	61.00	03/19/2021	42579	0110	110000	229102
	90006	PERMIT REFUNDS	61105	INSP DEPOSIT 4214 W HILANDS CT	61.00	03/19/2021	42580	0110	110000	229102
	90006	PERMIT REFUNDS	61106	INSP DEPOSIT 13300 N LAKEWOOD DR	61.00	03/19/2021	42581	0110	110000	229102
	90006	PERMIT REFUNDS	61107	INSP DEPOSIT 11411 N RIVERLAND RD	61.00	03/19/2021	42582	0110	110000	229102
	90006	PERMIT REFUNDS	61108	INSP DEPOSIT 6300 W MEQUON RD	61.00	03/19/2021	42583	0110	110000	229102
	90006	PERMIT REFUNDS	61109	INSP DEPOSIT 10422 N APPLEWOOD CT	61.00	03/19/2021	42584	0110	110000	229102
	90006	PERMIT REFUNDS	61110	INSP DEPOSIT 636 W MCINTOSH LN	61.00	03/19/2021	42585	0110	110000	229102
	90006	PERMIT REFUNDS	61111	INSP DEPOSIT 13140 N GREEN BAY RD	264.00	03/19/2021	42586	0110	110000	229102

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for March 2021

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	90006	PERMIT REFUNDS	61113	DEPOSIT REFUND 11805 N LAKE SHORE DR	61.00	03/19/2021	42587	0110	110000	229102
	90006	PERMIT REFUNDS	61114	DEPOSIT REFUND 10123 N LAKE SHORE DR	61.00	03/19/2021	42588	0110	110000	229102
	90006	PERMIT REFUNDS	61115	DEPOSIT REFUND 645 N CASTLEBURY LN	61.00	03/19/2021	42589	0110	110000	229102
	90006	PERMIT REFUNDS	61116	DEPOSIT REFUND 10200 ASTER LN	61.00	03/19/2021	42590	0110	110000	229102
	90006	PERMIT REFUNDS	61117	DEPOSIT REFUND 11825 N PHEASANT CT	61.00	03/19/2021	42591	0110	110000	229102
	90006	PERMIT REFUNDS	61118	DEPOSIT REFUND 11655 N ASTER WOODS CIR	61.00	03/19/2021	42592	0110	110000	229102
	90006	PERMIT REFUNDS	61119	DEPOSIT REFUND 10416 W FREISTADT RD	61.00	03/19/2021	42593	0110	110000	229102
	90006	PERMIT REFUNDS	61120	DEPOSIT REFUND 10553 N RIVER LAKE RD	60.00	03/19/2021	42594	0110	110000	229102
	90006	PERMIT REFUNDS	61121	DEPOSIT REFUND 10880 N WILDCAT WAY	110.00	03/19/2021	42595	0110	110000	229102
	90006	PERMIT REFUNDS	61122	DEPOSIT REFUND 8265 W MOURNING DOVE CT	111.00	03/19/2021	42596	0110	110000	229102
	90006	PERMIT REFUNDS	61123	DEPOSIT REFUND 9832 N COURTLAND DR	61.00	03/19/2021	42597	0110	110000	229102
	90006	PERMIT REFUNDS	61124	DEPOSIT REFUND 10309 N VERSAILLES CT	61.00	03/19/2021	42598	0110	110000	229102
				Department Total	41,482.03					
				Grand Total	\$1,049,293.82					

Attachment: March 2021 AP Vendor Listing by Dept (6131 : March 2021 Voucher Approval List)



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Finance-Personnel Committee
FROM: Brian Sajdak, City Attorney
DATE: April 6, 2021
SUBJECT: ORDINANCE 2021-1590 An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption

Background

In response to lobbying from the Tavern League, the Wisconsin Assembly and State Senate recently passed a bill allowing bars and restaurants holding Class B liquor licenses to sell individual glasses or cups of mixed drinks and wine in to-go containers as long as the drinks have a "tamper evident seal." Governor Evers signed the bill into law as Act 21, which took effect on Sunday, March 28. Previously, a Class B liquor license allowed sales by the glass for consumption on the licensed premises, or in the original container for off-premises consumption. Act 21 modifies this rule to allow the sale of drinks for off-premises consumption in any container provided that the container has a tamper evident seal.

Discussion

The proposed Ordinance modifies the Municipal Code to incorporate the changes from Act 21.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1590

An Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale
of Intoxicating Liquor for Off-Premises Consumption

A. The Common Council previously adopted section 14-25 of the Mequon Municipal Code, which establishes a retail Class B liquor license within the City.

B. Under Wisconsin Statute, a Class B liquor license allowed for the sale of intoxicating liquors by the glass for consumption on the licensed premises and also in the original packaging or container for consumption off-premises.

C. The Wisconsin Legislature passed 2021 Wis. Act 21, which authorizes a Class B license holder to sell intoxicating liquor in a container other than the original container for consumption off-premises, provided that the container has a tamper-evident seal.

D. The Common Council wishes to update section 14-25(6) to match the state regulations.

E. The regulation of the sale of alcohol within the City furthers the health, safety, and welfare of the community.

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

SECTION I

Section 14-25(6) of the Mequon Municipal Code is amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

(6) Retail "class B" liquor license. "Class B" intoxicating liquor licenses shall authorize the retail sale of intoxicating liquor to be consumed by the glass ~~only~~ on the premises where sold or off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal, as that term is defined in the Wisconsin Statutes, before the intoxicating liquor is removed from the premises, and also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms

and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This Ordinance shall become effective the day after its publication as provided by law.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: April 13, 2021
SUBJECT: RESOLUTION 3819 A Final Resolution Regarding Industrial Development Revenue Bond Financing For Copps Industries, Inc. Project

Background

Copps Industries, Inc. currently operates a facility at 10600 N. Industrial Drive in Mequon. Since 1979, Copps has manufactured and designed resins for a broad range of markets including Civil Engineering, Aggregate/Mining, Structure Adhesives, and Electrical/Electronics. Today, Copps Industries produces over 500 different products. Copps plans to utilize up to \$6,500,000 of Industrial Development Revenue Bonds (IRBs) for: the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility, (iii) acquisition and installation of equipment at the new facility and (iv) payment of certain professional costs in connection with its planned relocation and expansion within the City of Mequon.

To assist in this effort, Copps Industries requested that the City of Mequon express its intention to issue IRBs to finance the project. On February 9, the Common Council approved the initial resolution, Resolution 3803, signaling its approval of the project's financing through industrial development revenue bonds.

Analysis

Industrial development revenue bonds are municipal bonds whose proceeds are loaned to businesses in order to finance capital investment projects. They are viewed as an economic development tool. The City's good credit rating enables the borrower - in this case, Copps Industries, an opportunity to finance its project at an interest rate lower than what would be available in the open market. Because the bonds are issued by a governmental entity, the holder of the bond may exclude the interest on the bonds from gross income for federal tax purposes.

Even though IRBs are municipal bonds, they are not general obligations of the municipality. The issuance of an IRB does not count against the City's statutory debt issuance ceiling. Additionally, the bonds will not reduce the amount of bank-qualified bonds that could be issued by the City of Mequon.

The City of Mequon will not be responsible for debt service, nor will it be liable in the case of default. Instead, Copps Industries will be responsible for paying the principal and interest on the bonds. The bond proceeds are used to finance the entire project, including land, buildings, and equipment.

Federal and state law requires that the authorization for such an industrial development revenue

bond be done in two stages: first, the consideration of an Initial Resolution by the Common Council, and second, the consideration of a final resolution by the Common Council.

Fiscal Impact

An additional \$6.5 million to the City's tax base would generate approximately \$22,000 in annual real estate taxes to the City's general fund alone. There is a modest amount of staff time required to administer Copps' request for an IRB.

Recommendation

The initial resolution related to the bond financing of the Copps Industries facility project was approved in February. The State has found Copps' application acceptable under the program. As a result, the final resolution related to the proposed bond financing of the Copps Industries, Inc. expansion project is attached.

A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3819

A Final Resolution Regarding Industrial Development Revenue Bond Financing For Coppes Industries, Inc. Project

BE IT RESOLVED by the Common Council of the City of Mequon, Wisconsin (the “Issuer”), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the “Act”), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified “projects” (as defined in the Act), and to enter into “revenue agreements” (as defined in the Act) with “eligible participants” (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on February 9, 2021, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed \$6,500,000 (the “Bonds”) to finance a project on behalf of Epoxy Properties, LLC, a Wisconsin limited liability company, and/or Coppes Industries, Inc., a Wisconsin corporation, and/or a limited liability entity to be formed, consisting of the (i) acquisition of land, (ii) construction of an approximately 78,000 square foot facility on Lot 1, Commerce Drive located in the Mequon Business Park in the City of Mequon, Wisconsin (the “New Facility”) to be operated by Coppes Industries, Inc., to manufacture industrial epoxy adhesives and coatings, (iii) acquisition and installation of equipment at the New Facility and (iv) payment of certain professional costs and costs of issuance. Subsequent to the adoption of the Initial Resolution, the construction of the New Facility will be on Lot 3, Commerce Drive located in the Mequon Business Park (the project described in this Section 1.02 is herein collectively referred to as the “Project”). Notice of adoption of the initial resolution adopted on February 9, 2021 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

- (a) a Bond Agreement (the “Bond Agreement”), proposed to be entered into among Epoxy Properties, LLC, a Wisconsin limited liability company (“Borrower”), the Issuer, BMO Harris Bank N.A., as trustee (the “Trustee”) and BMO Harris Bank N.A., as original purchaser (the “Original Purchaser”);

(b) a Promissory Note from the Borrower to the Issuer, and assigned by the Issuer to the Trustee; and

(c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a “project” authorized by the Act;

(b) a public hearing has been duly held on April 13, 2021 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Mequon, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer’s financing costs of the Project, is and the effect thereof will be, to promote the public purposes set forth in the Act;

(d) it is desirable that a series of revenue bonds in the aggregate principal amount not to exceed \$6,500,000 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of, and interest on, and premium, if any, on, all the Bonds outstanding under the Bond Agreement;

(e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of, and interest on, and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of, and interest on, the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer’s general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby

approved. There is hereby approved the issuance by the Issuer of its industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$6,500,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2021 (Copps Industries, Inc. Project), in the aggregate principal amount not to exceed \$6,500,000, in the form and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein, which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication by the Trustee and delivery to the original purchaser. Officers of the Issuer are authorized to take all actions as may be required on the part of the Issuer to carry out, give effect to, and consummate the transactions contemplated by the Bond Agreement.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 BMO Harris Bank N.A. shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes as soon as practicable following the closing and funding of the Bonds.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

Passed and adopted at a regular meeting of the Common Council of the City of Mequon, Wisconsin this 13th day of April, 2021.

APPROVED:

John Wirth, Mayor

ATTEST:

Caroline Fochs, City Clerk

CERTIFICATION BY CITY CLERK

I, Caroline Fochs, being first duly sworn, hereby certify that I am the duly qualified City Clerk of the City of Mequon, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. ____ entitled:

FINAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING
FOR COPPS INDUSTRIES, INC. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council of the Issuer at a virtual meeting held at ____ p.m. on April 13, 2021 at a regular meeting of the Common Council and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

ABSTAINED:

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this 13th day of April, 2021.

CITY OF MEQUON, WISCONSIN

[SEAL]

By: _____
Caroline Fochs, City Clerk

EXHIBIT A

NOTICE TO THE ELECTORS

On April 13, 2021, a resolution was offered, read, approved and adopted whereby the City of Mequon, Wisconsin authorized the issuance and sale of its Industrial Development Revenue Bonds, Series 2021 (Copp's Industries, Inc. Project) in an amount not to exceed \$6,500,000 (the "Bonds"). The closing of this bond sale was held on _____, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 11333 North Cedarburg Road, Mequon, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Caroline Fochs, City Clerk
City of Mequon, Wisconsin

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Finance-Personnel Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 13, 2021
SUBJECT: RESOLUTION 3825 A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of \$62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC

Background

Previously, Resolution 3554 authorized execution of a Development Agreement (DA) between the City of Mequon and Foxtown Center, LLC. The DA governs the approvals and financial partnership for the Foxtown Brewery, Foxtown Annex, Foxtown Beer Hall, Fromm Family Headquarters, miscellaneous commercial space, multiple-family units (96) and single-family homes (21).

The financial partnership included authorization for the City Finance Department and/or Administration Department to allocate the costs of the DA to TID No. 3 as project costs of the same as allowed by law.

Analysis

The developer previously submitted for a partial reimbursement and dedication which was approved through Resolution 3765. The partial payment represented reimbursement of \$305,282.34 of dedicated public improvements. In accordance with the terms of the DA, 4% or \$12,211.29 of this amount will be held as security for two years.

The developer has submitted a request for final dedication and reimbursement for the public improvements. Section 4.7 of the Development Agreement outlines the process for dedication and payment:

4.7 When the Developer has completed the construction of the City Owned Public Improvements, as required herein, in accordance with the plans and specifications approved by the City, and in a good and workmanlike manner, when Developer has furnished lien waivers for the same to the City, the City has inspected and accepted the dedication of the City Owned Public Improvements, and the Developer or its contractor has provided a warranty against defects, for 2 years from the date of completion of the City Owned Public Improvements, in form and substance acceptable to the City, and as-built construction records in an electronic format reasonably acceptable to the City, City shall, approve the invoice and request for payment ("Invoice Approval Date"). After this approval, City shall pay to the Developer, the cost of the City Owned Public Improvements,

as identified on Exhibit D, less a cash hold back of 4% of the aggregate total contract cost of the City Owned Public Improvements, as security for the warranty against defects in construction, materials and workmanship, such holdback to be returned to Developer at the end of such two years, upon full compliance with the warranty, which shall be escrowed with the City in place of any other Letter of Credit or Escrow required under City requirements. This payment for City Owned Public Improvements will be made from any portion of the Tax Increment not owed to Developer as Available Tax Increment, and after deduction for the City's Administrative Fees.

Further, Exhibit D of the Development Agreement outlines City Owned Public Improvements as:

CITY OWNED PUBLIC IMPROVEMENTS
Developer Builds and Receives Reimbursement

All of the following as shown on the Approved Plans, including specifically the final approved Industrial Drive cross sections and streetscape plan:

Storm Sewer Improvements
 Inlets/catch basins serving on street parking

Roadway Improvements
 On street parking for Industrial Drive
 Pavement markings on Buntrock (except those required in TIA)
 Earthwork
 Curb/gutter

ROW Improvements
 Streetscape: only as follows: all public sidewalks, all streetlights in ROW, the curbing and striping associated with on-street parking only, any landscaping in ROW except the required street trees which are Developer responsibility.

City will address overhead utilities in ROW for only the Wells Parcel and the utility located on Mequon Road associated with the Lumbershed site. City will be responsible for dealing with and will pay any costs associated with working with Wells Parcel owners and Central Bark property owners.

The expected cost of the ROW Improvements is approximately \$1,227,257.
 All ROW Improvements for Industrial Drive are located only from Mequon Road South to the Southern Boundary of the Property.

The attached resolution accepts dedication of the remaining public improvements. Please note that the resolution is contingent upon completion of final project closeout items which mainly consist of filing of legal documents for easements, transfer of title for the public utilities and standard project closeout documents.

Also included are the documents required in accordance with the Development Agreement for final acceptance of the infrastructure:

- List of Dedicated Infrastructure
- Itemized Pay Requests for Dedicated Infrastructure
- Itemized Invoicing for each Pay Request
- Lien Waivers from Subcontractors Verifying Payment of Invoicing
- 2-year Warranty of Dedicated Infrastructure

Fiscal Impact

The final reimbursement represents \$62,387.53 of dedicated public improvements. In accordance with the terms of the DA, 4% or \$2,495.50 of this amount will be held as security for two years. The authorized reimbursement would result in a \$59,892.03 payment to Foxtown Center, LLC. No further reimbursement requests are anticipated.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution accepting final dedication and authorizing reimbursement for specific public improvements in accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, Exhibit D: City Owned Public Improvements, Developer Builds and Receives Reimbursement.

Attachments:

Foxtown Request for Reimbursement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3825

A Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of \$62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC

A. Resolution 3554 authorized execution of a Development Agreement between the City of Mequon and Foxtown Center, LLC.

B. The financial partnership included authorization for the City's Finance Department and/or Administration Department to allocate the costs of the DA to TID No. 3 as project costs of the same as allowed by law.

C. Section 4.7 of the Development Agreement outlines the process for dedication and payment of City-Owned Public Improvements.

D. The Developer has completed, in a good and workmanlike manner, construction of the City-Owned Public Improvements in accordance with the approved plans and specifications.

E. City staff has inspected the improvements and recommends to the Common Council that they accept the dedication of the same upon Developer's provision of appropriate lien waivers, submittal of all required legal documents and completion of all project closeout items.

F. The Developer or its contractor has provided a warranty against defects, for 2 years from the date of completion of the City-Owned Public Improvements, in form and substance acceptable to the City, and as-built construction records in an electronic format reasonably acceptable to the City.

G. The Developer is also obligated to contribute public utilities and transfer title to the City of Mequon, Mequon Water Utility, and Mequon Sanitary Sewer Utility District, at no cost to those entities.

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

1. The City of Mequon accepts dedication of the City-Owned Public Improvements listed above, conditioned upon review and acceptance of all legal documents and project closeout documents.

2. City shall pay to the Developer, the cost of the above-listed City-Owned Public

Improvements, less a cash hold back of 4% of the aggregate total contract cost of the City Owned Public Improvements, as security for the warranty against defects in construction, materials and workmanship, such holdback to be returned to Developer at the end of such two years, upon full compliance with the warranty, which shall be escrowed with the City in place of any other Letter of Credit or Escrow required under City requirements.

3. The reimbursement for the listed City-Owned Public Improvements represents \$62,387.53 of dedicated public improvements. In accordance with the terms of the Development Agreement, \$2,495.50 (4% of the costs) will be held as security for two years, resulting in an authorized reimbursement to Foxtown Center, LLC, under this Resolution of \$59,892.03.

4. This payment for City-Owned Public Improvements will be made from any portion of the Tax Increment not owed to Developer as Available Tax Increment, and after deduction for the City's Administrative Fees.

5. The Mayor and City Clerk are authorized and directed to execute the transfer of title documents for the water main, sanitary sewer and storm sewer in the form approved by the City Attorney.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

Public Improvement

ROW Improvements	Dedication	Reimbursement
<u>Streetscape:</u>		
Public sidewalks	Full	Full
Street lights in ROW	Full	Full
Landscaping in ROW except the required street trees which are Developer responsibility	Full	Full
Curb Ramp Detectable Warning Field	Full	Full
30" Concrete Curb and Gutter w/ Base Aggregate	Full	Full

**REIMBURSABLE PUBLIC COST
PAY REQUEST #2**

For: Industrial Drive Reconstruction

To: City of Mequon
Attn: Kristen Lundeen
11333 N. Cedarburg Road
Mequon, WI 53092

Base Schedule - To Be Reimbursed by City

Item No. Description		Unit	Contract Quantity	Change Order Quantity	Pay Request Quantity	Unit Price	Amount
52. 4" Concrete Sidewalk w/ 4" - 3/4" Base Aggregate	(Exhibit #1)	SF	3,035	--	3,100	\$ 4.90	\$ 15,190.00
62. Restoration (Topsoil, Seed and Fertilizer)	(Exhibit #2)	SY	1,485	--	466	\$ 3.00	\$ 1,398.00
63. Curb Ramp Detectable Warning Field	(Exhibit #3)	EA	6	--	7	\$ 225.00	\$ 1,575.00
67. Light Pole Standards and Fixtures	(Exhibit #4)	EA	--	14	8	\$ 4,140.71	\$ 33,125.68

Base Schedule Subtotal: \$ 51,288.68

Design Subtotal:

Staking Subtotal:

Total Reimbursable Cost: \$ 51,288.68

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090



office@bmciconstruction.com

Phone # 262-334-7499
Fax # 262-334-2226

Date	Invoice #
9/30/2020	301768

Bill To
P2 Development Company LLC 524 Technology Way Saukville, WI 53080

Job Info
11127 N Industrial Dr Mequon, WI

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		Net 30

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
3,100	4" CONCRETE SIDEWALK W/ 4" - 3/4" BASE AGGREGATE		4.90	\$15,190.00
7	CURB RAMP DETECTABLE WARNING FIELD		225.00	\$1,575.00
Thank you for your business.			Total	\$16,765.00

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BLAZE LANDSCAPE CONTRACTING INC
W180 N5325 MARCY ROAD
MENOMONEE FALLS, WI 53051 US
+1 2629937797
SALES@BLAZELANDSCAPE.COM
www.blazelandscape.com

Invoice

BILL TO
P2 DEVELOPMENT COMPANY, LLC 524 TECHNOLOGY WAY SAUKVILLE, WI 53080

SHIP TO
11127 N Industrial Dr Mequon, WI

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14489	09/30/2020	\$1,398.00	08/3/2020	Net 30	

DESCRIPTION	QTY	RATE	AMOU
INSTALLATION OF Restoration (Topsoil, Seed and Fertilizer)	466	3.00	1,398.00

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE

\$1,398.00

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090



office@bmciconstruction.com

Phone # 262-334-7499

Fax # 262-334-2226

6.b.a

invoice

Date	Invoice #
9/30/2020	301768

Bill To
P2 Development Company LLC 524 Technology Way Saukville, WI 53080

Job Info
11127 N Industrial Dr Mequon, WI

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		Net 30

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
3,100	4" CONCRETE SIDEWALK W/ 4" - 3/4" BASE AGGREGATE		4.90	\$15,190.00
7	CURB RAMP DETECTABLE WARNING FIELD		225.00	\$1,575.00
Thank you for your business.			Total	\$16,765.00

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

**Invoice**

Design-Build ● Commercial ● Industrial
227 Weil Drive, Slinger WI 53086
262-644-6940 Phone 262-644-7647 Fax

DATE
10/21/2020

INV. #
29214

BILL TO
**P2 Development Co. LLC.
524 Technology Way
Saukville, WI 53080**

PROJECT
**Street Lighting
11127 N Industrial Drive
Mequon, WI 53092**

		Terms:	Net 30	
QTY	DESCRIPTION		COST	AMOUNT
	This invoice includes the following:			
8	Install LED street light poles on the east side of Industrial Drive			33,125.68

2.0% interest will be charged monthly on balances over 30 days

BALANCE DUE

\$33,125.68

FULL WAIVER OF CONSTRUCTION LIEN**Pay Request #3**

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install excavation for walks, 4" concrete sidewalk and curb ramp detectable warning field. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install excavation for walks, 4" concrete sidewalk and curb ramp detectable warning field in the amount of \$16,765.00.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this
Waiver: 9/30/2020



TP Concrete/BMCI

(Give firm name and title of signer - This waiver accepted ONLY when signed by sole owner, co-partner, or an officer of a Corporation.)

FULL WAIVER OF CONSTRUCTION LIEN**Pay Request #3**

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install restoration of topsoil, seed and fertilizer. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

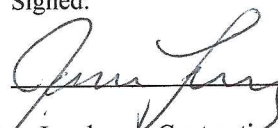
This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install restoration of topsoil, seed and fertilizer in the amount of \$1,398.00.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this Waiver:
9/30/2020


Blaze Landscape Contracting, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN**Pay Request #3**

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install LED street light pole standards and fixtures. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install LED street light pole standards and fixtures in the amount of \$33,125.68.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 9/21/2020

Signed:

Date of this Waiver:
9/30/2020

Soren Roethle

HFR Electric, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)



P2 DEVELOPMENT COMPANY LLC
General Contracting / Construction Management

524 Technology Way. Saukville WI 53080
Phone: 262-377-7259 Fax: 262-284-6907
www.p2development.com

Warranty

We hereby warrant that the following list which we have supplied and installed at Industrial Drive/Weston Drive Mequon per Quam Engineering, LLC Plan Set dated 11/6/2019. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of two (2) years from our last labor date which is 10/1/2020. Contractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the contractor and its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage.

- Concrete sidewalk
- Restoration (Topsoil, seed & fertilizer)
- Curb ramp detectable warning fields
- Light Pole Standards and Fixtures

Signed

Robert Baeh

P2 Development Company, LLC

**REIMBURSABLE PUBLIC COST
PAY REQUEST #3 Spectrum**

For: Industrial Drive Reconstruction

To: City of Mequon
Attn: Kristen Lundeen
11333 N. Cedarburg Road
Mequon, WI 53092

Base Schedule - To Be Reimbursed by City

Item No. Description	Unit	Contract Quantity	Change Order Quantity	Pay Request Quantity	Unit Price	Amount
Unclassified Excavation (See definition below)	Exhibit # 1	CY		0		\$ 2,550.00
4" Concrete Sidewalk w/ 4" - 3/4" Base Aggregate	Exhibit # 2	SF	--	1,074	\$ 4.90	\$ 5,260.15
30" Concrete Curb and Gutter w/ Base Aggregate	Exhibit # 2	LF	--	125	\$ 15.50	\$ 1,937.50
Temporary Seed and Mulch	Exhibit # 3	SY	--	94	\$ 0.30	\$ 28.20
Restoration (Topsoil, Seed and Fertilizer)	Exhibit # 3	SY	--	94	\$ 3.00	\$ 282.00
Curb Ramp Detectable Warning Field	Exhibit # 2	EA	--	4	\$ 225.00	\$ 900.00
Class I, Type A Urban Erosion Mat	Exhibit # 3	SY		94	\$ 1.50	\$ 141.00
Base Schedule Subtotal:						\$ 11,098.85
Design Subtotal:						
Staking Subtotal:						
Total Reimbursable Cost:						\$ 11,098.85

DEFINITIONS:

11. Unclassified excavation will include all labor, materials, and equipment to remove material taken from within the right-of-way to construct the subgrade. Please see invoice from BMCI for excavation for

BMCi Construction Inc
7040 N Trenton Rd
West Bend WI 53090



office@bmciconstruction.com

Phone # 262-334-7499

Fax # 262-334-2226

Date	Invoice #
4/21/2020	301539

Bill To
P2 Development Company LLC 524 Technology Way Saukville, WI 53080

Job Info
Fox Town Apts - Site C 11127 N. Industrial Drive Mequon, WI 18-018

Job Number	P.O. No.	Terms
18-018 - Fox Town Apts Site C		Net 30

Quantity	Description	U/M	Rate	Amount
	Place topsoil on southwest corner, southside, and east			
	Set up and pour side walk from city walks to stairs (east)			
	44.5 hours 80 excavator		5,562.50	5,562.50
	19 hours 210 excavator		3,325.00	3,325.00
	30.5 hours haul truck		8,082.50	8,082.50
	65.5 hours labor		4,257.50	4,257.50
	11 hours wheel loader		1,925.00	1,925.00
	3 hours dump truck		330.00	330.00
	Stone/sand		997.84	997.84
	5 hours vac		750.00	750.00
	Concrete		1,265.00	1,265.00
	Cover for pond inlet		875.00	875.00
	Remove ground for walks at spectrum		2,550.00	2,550.00
	Replace 125' of curb at spectrum		3,750.00	3,750.00
			Total	\$33,670.34

BMCI Construction, Inc.
7040 N. Trenton Road
West Bend, WI 53090



office@bmciconstruction.com

Phone # 262-334-7499

Fax # 262-334-2226

Date	Invoice #
7/1/2020	301697

Bill To
P2 Development Company LLC 524 Technology Way Saukville, WI 53080

Job Info
11127 N Industrial Dr Mequon, WI

Job Number	P.O. No.	Terms
18-018 INDUSTRIAL DR		Net 30

Quantity	Description	U/M	Rate	Amount
	JOB#18-018			
1,074	4" CONCRETE SIDEWALK W/ 4" - 3/4" BASE AGGREGATE		4.90	5,260.15
125	30" CONCRETE CURB AND GUTTER W/ BASE AGGREGATE		15.50	1,937.50
4	CURB RAMP DETECTABLE WARNING FIELD		225.00	900.00
Thank you for your business.			Total	\$8,097.65

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

BLAZE LANDSCAPE CONTRACTING INC

W180 N5325 MARCY ROAD
 MENOMONEE FALLS, WI 53051 US
 +1 2629937797
 SALES@BLAZELANDSCAPE.COM
 www.blazelandscape.com

Invoice**BILL TO**

P2 DEVELOPMENT COMPANY, LLC
 524 TECHNOLOGY WAY
 SAUKVILLE, WI 53080

SHIP TO

11127 N Industrial Dr
 Mequon, WI

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14467	07/1/2020	\$451.20	08/3/2020	Net 30	

DESCRIPTION	QTY	RATE	AMOU
INSTALLATION OF			
Temporary seed and mulch Restoration	94	0.30	28.20
(Topsoil, Seed and Fertilizer)	94	3.00	282.00
Class I, Type A Urban Erosion Mat	94	1.50	141.00

THANK YOU FOR YOUR BUSINESS!

BALANCE DUE

\$451.20

Attachment: Foxtown Request for Reimbursement (RESOLUTION 3825 : Dedication and Reimbursement Public Improvements - Foxtown)

FULL WAIVER OF CONSTRUCTION LIEN**Pay Request #3**

For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install unclassified excavation, 4" concrete sidewalk w/ 4" - 3/4" base aggregate, 30" concrete curb and gutter w/ base aggregate and curb ramp detectable warning field. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as Weston Drive, formerly Industrial Drive. This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights. For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install unclassified excavation, 4" concrete sidewalk w/ 4" - 3/4" base aggregate, 30" concrete curb and gutter w/ base aggregate and curb ramp detectable warning field in the amount of \$10,647.65.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 7/21/2020

Signed:

Date of this Waiver:
7/30/2020


 TP Concrete/BMCI

(Give firm name and title of signer - This waiver accepted ONLY when signed by sole owner, co-partner, or an officer of a Corporation)

FULL WAIVER OF CONSTRUCTION LIEN**Pay Request #3**

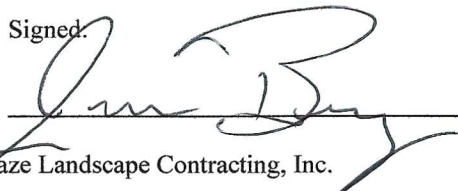
For value received, the undersigned hereby waives all rights to and claims for a lien on the land hereafter described, for any and all work, labor, materials, plans or specifications heretofore performed, procured or furnished. The undersigned further waives all such lien rights and claims for any and all work, labor, materials, plans or specifications which is to be or may hereafter be performed, procured or furnished in connection with or in any manner relating to that certain improvement now being, or about to be, built, erected, made or done for City of Mequon and Foxtown Center LLC, by prime contractor, which improvement consists generally of supply and install temporary seed and mulch and restoration of topsoil, seed and fertilizer, and class I, type A Urban erosion mat. The land referred to herein is situated in Ozaukee County, State of Wisconsin, and described as N. Weston Drive, formerly Industrial Drive.

This Waiver is intended to be a Waiver of all construction lien rights under Chapter 289, Wisconsin Statutes, including without limitation all future construction lien rights.

For information purposes only, and not for the purpose of limiting the extent of this Waiver, the undersigned represents as follows:

1. The work, labor, materials, plans or specifications performed, procured or furnished, or to be performed, procured or furnished, by the undersigned in connection with that certain improvement mentioned above consists of supply and install temporary seed and mulch and restoration of topsoil, seed and fertilizer, and class I, type A Urban erosion mat in the amount of \$451.20.
2. The date the undersigned first performed, procured or furnished any work, labor, materials, plans or specifications in connection with said improvement was 7/1/2019 and last performed work was 7/1/2020

Signed.



Blaze Landscape Contracting, Inc.

(Give firm name and title of signer - This waiver accepted ONLY when signed by: sole owner, co-partner, or an officer of a Corporation.)



P2 DEVELOPMENT COMPANY LLC
General Contracting / Construction Management

524 Technology Way. Saukville WI 53080
Phone: 262-377-7259 Fax: 262-284-6907
www.p2development.com

Warranty

We hereby warrant that the following list which we have supplied and installed at Industrial Drive/Weston Drive Mequon per Quam Engineering, LLC Plan Set dated 11/6/2019. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of two (2) years from our last labor date which is 6/30/2020. Contractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the contractor and its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage.

- Concrete sidewalk
- Concrete curb and gutter
- Temporary seed and mulch
- Restoration (Topsoil, seed & fertilizer)
- Curb ramp detectable warning fields
- Urban Erosion Mat

Signed

Robert Baeh

P2 Development Company, LLC



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7650

www.ci.mequon.wi.us

Office of Police

TO: Finance-Personnel Committee
FROM: Patrick Pryor, Chief of Police
DATE: April 13, 2021
SUBJECT: RESOLUTION 3821 A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 (\$51,218 - \$69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 (\$55,314 - \$74,838)

Background

The Police Department currently has two positions that have some common overlap that can be reconfigured to be more effective and efficient. The positions the Department has examined are the Dispatch Center/Records Supervisor position, which is a Pay Grade 9, non-exempt position and the Executive Assistant/Secretary position, which is a Pay Grade 8, non-exempt position. The Executive Assistant recently retired on April 2 and Command Staff at the Department has identified improvements could be made by reclassifying these two roles into one full-time position.

Analysis

The Dispatch Center/Records Supervisor position currently spends a significant amount of time examining, scoring, and providing feedback on emergency medical dispatch calls. This necessary quality control function can instead be performed by contracting with experts at an outside software company, *Quality Performance Review, Priority Dispatch*. The approximate cost of hiring this service is \$20,000. This is based on the number of calls for medical service that the City of Mequon receives. *Quality Performance Review* provides such services to several municipalities in the State, such as Ozaukee County. Their services will also allow for more timely reviews, feedback, and support of emergency medical dispatch calls than what one staff person can provide.

Two other significant portions of the Dispatch Center/Records Supervisor position are spent following through with the requirements of the National Incident Based Reporting System (NIBRS) on behalf of the entire Police Department. NIBRS is an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state and federal agencies generate NIBRS data from their records management systems. NIBRS requires a high degree of attention to detail, and it is important that NIBRS be properly maintained on behalf of the Department. The second important function is serving as System Administrator for the Police Department's records management system. These two key tasks would be continued by the individual appointed to the newly classified Administrative Coordinator position.

Some other clerical tasks previously assigned to the Dispatch Supervisor will be reassigned to other staff. Supervision of the Dispatch Center will be redistributed to the Administrative Sergeant and overseen by shift Sergeants. Reassigning the supervision of the Dispatch Center will allow for around the clock support and feedback for Dispatchers instead of deferring until the Dispatcher Supervisor is on site.

The Executive Assistant position duties of Payroll, Invoice Processing, Budget Accounting, maintaining the Department's training database and serving as staff liaison for committees will be retained by the newly created Administrative Coordinator position, in addition to expanding the position's involvement in budget development and process improvement initiatives. A job description has been created for this position and is attached to this memorandum. The incumbent in the Dispatch Center/Records Supervisor position will be retitled as Administrative Coordinator and be classified in Pay Grade 10 to reflect the higher level of responsibility, skills, and education requirements. The skillset of the incumbent in this position will directly apply to this newly titled position and clarify the tasks performed from the old position. This restructuring will result in one less full-time employee.

Fiscal Impact

The restructuring and creation of the Administrative Coordinator position will result in a financial benefit to the City, even with contracting with *Quality Performance Review, Priority Dispatch* to provide emergency medical dispatching review services. The City anticipates the cost savings will be approximately \$60,000 annually as a result of this transition.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

Attachments:

Administrative Coordinator Job Description (PDF)

Salary Structure (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3821

A Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 (\$51,218 - \$69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 (\$55,314 - \$74,838)

RECITALS

A. In 2014 the City of Mequon adopted and implemented a Compensation Plan that sets forth job positions and their assigned pay grades for non-represented employees.

B. The Police Department has completed strategic planning of two of its administrative staff, to determine the optimal way to address the Executive Assistant vacancy in a manner that will address the long-term needs of the Department.

C. The analysis has resulted in the reclassification of the Dispatch Center/Records Supervisor position to an Administrative Coordinator position to enhance efficiency while modernizing its organizational structure, and elimination of the Executive Assistant position.

D. Sufficient funds are available to support the establishment of the Administrative Coordinator position within the Police Department's existing budget.

E. Section 24.07(2)(3) of the City's Employee Personnel Code requires Committee and Common Council approval of amendments to the Compensation Plan.

BASED UPON THE FOREGOING RECITALS IT RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Dispatch Center/Records Supervisor is reclassified to an Administrative Coordinator position at pay grade 10, and the Police Department's Executive Assistant position is eliminated.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

Job Description

City of Mequon

<u>Title:</u> Administrative Coordinator	<u>FLSA:</u> Exempt
<u>Date:</u> 2021	<u>Present Incumbent:</u>
<u>Department:</u> Police	<u>Division:</u> Administration
<u>Work Location:</u> City of Mequon Safety Building	
<u>General Schedule:</u> 8:00 a.m. to 4:30 p.m., M-F	
<u>Pay Grade:</u> 10	
<u>Represented:</u> No	<u>Bargaining Unit:</u> Non-represented
<u>Position's Purpose:</u> To function as a support person to the Chief of Police, manage internal departmental processes such as payroll, accounts payable, budget development, budget management, training databases and provide comprehensive administrative and support services to the Police Department Command Staff. Act as support staff for Public Safety Committee and Police and Fire Commission. Coordinator for the department's records management system and the facilitator of the federally required National Incident-Based Reporting System (NIBRS). Assist the department in internal process improvement initiatives and data analysis.	
Description of the Job A. Essential Duties and Responsibilities: <u>25%</u> Coordinate the payroll function including posting hours to Munis software for processing for all police department staff; reconciling vacation, sick, PTO, holiday, and compensation time used according to allowances posted in the Employee Accruals report; and reconciling payroll errors. <u>25%</u> Manage the department-wide accounts payable and accounts receivable systems; review and reconcile account balances in consultation with the command staff, analyze financial data, assist with annual budget development, manage the department's petty cash account, oversee the processing of all funds received for warrants. <u>20%</u> Maintain and oversee the submission of all NIBRS data and reports; Complete data analysis and reporting of 911 Emergency Services and the Police Departments Records Management system. <u>10%</u> Track and generate training statistical reports to ensure compliance with State requirements; submit training records to State of Wisconsin Training and Standards Certification System. Assist with the recruitment and selection of sworn officers and other department staff by maintaining applicant tracking system and database, order and assemble forms/booklets for newly hired officers. <u>10%</u> Generate, analyze, and distribute monthly statistical reports on police expenditures per budget lines; prepare all confidential correspondence and dictated documents for the Police Chief, Captains, and Detective Bureau relating to personnel; prepare letters, re	

other documents as required; create and maintain databases for the Police Chief and Captains relating to personnel; process documents and maintain database of purchased and disposed department vehicles including invoices, vehicle titles, and state license plate transfers; perform other duties as assigned.

5% Facilitate agenda packet development and distribution processes for committee meetings , attend meetings as needed, and compose meeting minutes.

5% Complete special projects, surveys, and other duties as requested by the Chief or designee.

B. Job Specifications

Required Knowledge: General knowledge and understanding of office operations and office protocol. Knowledge of proper grammar, punctuation, and spelling. Knowledge of customer service and telephone etiquette appropriate for a government setting. Must have the ability to be well organized and multi-task with attention to detail.

Required Skills/Abilities:

Technical

- Advanced knowledge of computer systems including Records Management Systems, Telecommunications Systems, Database Entry Systems, Financial Systems and Meeting Agenda Systems
- Ability to use computer equipment to input and access information using a variety of software programs including Microsoft Office (Access, Excel, Publisher, Word)
- Ability to transcribe dictated reports, letters, and documents
- Ability to organize and work accurately with numbers and other detailed information
- Ability to perform multiple tasks during numerous interruptions
- Ability to handle cash; ability to perform basic mathematical functions (+,-,/,x)
- Ability to edit and proofread documents
- Ability to prepare and analyze reports
- Thorough Knowledge of the NIBRS reporting procedures

Communication/Interpersonal

- Ability to provide accurate information by phone or in person to individuals making inquiries
- Ability to consistently provide prompt and courteous service to customers
- Ability to maintain effective working relationships with other staff
- Ability to understand and follow both oral and written instructions
- Knowledge of and ability to implement required security rules and mandates relating to the protection of sensitive data (i.e. Driver's Protection Act, Health Insurance Portability and Accountability Act, Title IX, data laws, etc.)
- Ability to effectively apply supervisory principles and techniques
- Ability to work independently or with limited supervision
- Ability to display initiative
- Ability to exercise good judgment
- Ability to maintain confidentiality when dealing with sensitive information

C. Qualifications Required:

Five (5) or more years of experience performing responsible administrative or law enforcement office work; high school diploma plus a two or four-year degree from an accredited college is preferred, business or technical school or any combination of education and experience that provides equivalent knowledge, skills and abilities. Previous experience in a law enforcement atmosphere is desirable.

D. Title of Immediate Supervisor: Chief of Police

G. Working Conditions:

While performing the duties of this job, the employee is regularly required to walk, stand and sit as needed; the employee is required to talk and give verbal instructions, speak on the phone, hear and understand conversation in an office environment, and perform work at a computer terminal. The employee is required to operate a variety of office equipment and to operate a motor vehicle.

The employee has contact with the public. The employee is routinely required to work with others to accomplish joint projects and to work alone on his/her own tasks. The incumbent must maintain a level of alertness commensurate with being responsible for the health and welfare of others.

The work environment is generally favorable. Lighting and temperature are adequate and there are rarely hazardous or unpleasant conditions caused by noise, dust, etc.

H. Supplemental Information:

Disclaimer: The above information on this description has been designed to indicate the general nature and level of work performed by employee(s) within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities and qualifications required of employees assigned to this job.

Approvals:

Human Resources Manager

_____ Date: _____

Department Head or Designated representative

_____ Date: _____

Incumbent

_____ Date: _____

**CITY OF MEQUON, WISCONSIN
FY2021 EMPLOYEE COMPENSATION PLAN**

Pay Grades	2021 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
1	\$27,671	\$30,112	\$32,554	\$34,995	\$37,437	CUSTODIAN
2	\$29,885	\$32,522	\$35,159	\$37,796	\$40,433	
3	\$32,275	\$35,123	\$37,971	\$40,818	\$43,666	
4	\$34,857	\$37,933	\$41,009	\$44,084	\$47,160	
5	\$37,647	\$40,969	\$44,290	\$47,612	\$50,934	
6	\$40,658	\$44,245	\$47,833	\$51,421	\$55,009	ACCOUNTING ASSISTANT ADMINISTRATIVE SECRETARY ASSESSMENT TECHNICIAN DEPUTY CLERK DISPATCHER HUMAN RESOURCES ASSISTANT PERMIT COORDINATOR RECORDS CLERK UTILITY CLERK
7	\$43,911	\$47,785	\$51,660	\$55,534	\$59,408	
8	\$47,424	\$51,608	\$55,793	\$59,978	\$64,162	BUILDINGS MAINTENANCE WORKER EXECUTIVE ASSISTANT FORESTRY WORKER HIGHWAY EQUIPMENT OPERATOR HIGHWAY WORKER HIGHWAY/PARKS WORKER MECHANIC PARKS WORKER SEWER WORKER
9	\$51,218	\$55,737	\$60,256	\$64,775	\$69,294	COMMUNICATIONS/RECORDS SUPERVISOR ENGINEERING TECHNICIAN I HIGHWAY FOREMAN SEWER FOREMAN

Attachment: Salary Structure (RESOLUTION 3821 : Administrative Coordinator)

**CITY OF MEQUON, WISCONSIN
FY2021 EMPLOYEE COMPENSATION PLAN**

Pay Grades	2021 Pay Ranges					JOB POSITION
	Minimum	Q1	Midpoint	Q3	Maximum	
10	\$55,314	\$60,195	\$65,076	\$69,957	\$74,838	ADMINISTRATIVE COORDINATOR ENGINEERING FIELD COORDINATOR ENGINEERING TECHNICIAN II INSPECTOR PUBLIC SAFETY IT SPECIALIST PLANNER
11	\$59,740	\$65,012	\$70,283	\$75,554	\$80,826	ASSISTANT TO THE FINANCE DIRECTOR
12	\$64,519	\$70,212	\$75,904	\$81,597	\$87,289	BUILDINGS SUPERINTENDENT FLEET SUPERINTENDENT HIGHWAY SUPERINTENDENT INSPECTIONS SUPERVISOR SEWER SUPERINTENDENT PARKS & FORESTRY SUPERINTENDENT
13	\$70,742	\$76,625	\$82,508	\$88,391	\$94,274	
14	\$75,255	\$81,895	\$88,535	\$95,176	\$101,816	BATTALION CHIEF
15	\$77,213	\$85,400	\$93,587	\$101,774	\$109,960	ASSISTANT CITY ADMINISTRATOR ASSISTANT CITY ENGINEER ASST. DIRECTOR - COMMUNITY DEVELOPMENT CITY CLERK DEPUTY DIRECTOR OF UTILITIES DEPUTY DIRECTOR OF PUBLIC WORKS POLICE CAPTAIN DEPUTY CHIEF
16	\$87,777	\$95,522	\$103,268	\$111,013	\$118,759	
17	\$102,180	\$110,248	\$118,315	\$126,383	\$134,450	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS FINANCE DIRECTOR FIRE CHIEF POLICE CHIEF
18	<i>Established by Employment Contract</i>					CITY ADMINISTRATOR

Attachment: Salary Structure (RESOLUTION 3821 : Administrative Coordinator)



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

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: Justin Schoenemann, Assistant City Administrator
DATE: March 17, 2021
SUBJECT: RESOLUTION 3822 A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051

Background

In 2010, the City of Mequon became a member of the Mid-Moraine Municipal Court System (MMMCS), a consortium 16 municipalities that was founded nearly thirty years ago as part of an effort to establish an efficient and convenient forum for the adjudication of local ordinance violations within participating communities. As the consortium has grown to accept additional members since its founding in 1991, an intergovernmental agreement that governs the administration of the court system has been amended each time, to the point that the MMMCS is presently governed by a thirteenth-amended version of the agreement that originally established the Court. The current agreement is set to expire on April 30, 2021, and must be renewed by member municipalities.

Analysis

The Administrative Committee, which is comprised of representatives from each member municipality, has unanimously approved a motion to recommend the successor intergovernmental agreement for the continuation of the MMMCS. The enclosed agreement includes the following updates:

1. Extends the intergovernmental agreement through April 30, 2051.
2. All member municipalities will now have a vote on the Administrative Committee that oversees the Court's operations.
3. Allows the Judge to be included with the Administrative Committee in the recruitment of future Court Clerks.

It should be noted the proposed agreement allows for member municipalities to withdraw from the MMMCS with proper notice, should a community not wish to participate through the agreement's term of April 30, 2051. A copy of the fourteenth-amended agreement with changes recommended by the Administrative Committee is enclosed for review.

Fiscal Impact

There is no fiscal impact associated with renewing the MMMCS intergovernmental agreement. In general, the Municipal Court gross revenue in 2020 was \$2,140,142.64, a significant decrease from the 2019 gross revenue of \$2,846,994.19. This decrease is attributed to the COVID-19 pandemic. After paying the City's court expenses, the City's revenue in 2020 was \$110,231.75, and in 2019 the City's revenue was \$148,519.08.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

Attachments:

MMMCS 14th Agreement (Redlined) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3822

A Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the
Mid-Moraine Municipal Court Through April 30, 2051

A. The City of Mequon has entered into an intergovernmental agreement for its participation in the Mid-Moraine Municipal Court System. The current agreement will expire on April 30, 2021.

B. The City of Mequon is one of sixteen municipalities that jointly comprise the Mid-Moraine Municipal Court. The other municipalities included in the agreement are: City of Cedarburg, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, Village of Germantown, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend.

C. The attached intergovernmental agreement allows all participating communities to have a vote in the court's operations, allows the judge to be a part of the selection process for the Court Clerk position, and extends the agreement through April 30, 2051.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, the Fourteenth-Amended Agreement For Operations Of The Mind-Moraine Municipal Court is approved and the Mayor and City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

**THIRTEENTHFOURTEENTH-AMENDED AGREEMENT
FOR THE OPERATION OF THE
MID-MORAINÉ MUNICIPAL COURT
(§66.0301, *Wisconsin Statutes*)**

This Agreement is entered into by and between the City of Cedarburg, Village of Germantown, Village of Grafton, City of Hartford, Town of Hartford, Village of Fredonia, Village of Jackson, Village of Kewaskum, City of Mequon, Village of Newburg, City of Port Washington, Village of Saukville, Village of Slinger, Village of Thiensville, Town of Trenton, and City of West Bend, municipal corporations organized and existing under the laws of the State of Wisconsin hereinafter called the “Member Municipalities”. The Member Municipalities contract and agree as follows:

1. **GENERAL.** The Municipal Court shall be organized and shall operate pursuant to the *Wisconsin Statutes*, the ordinances adopted by the Member Municipalities, and the terms of this Agreement. In the event of conflicts, the provisions of the *Wisconsin Statutes* shall govern.
2. **ORGANIZATION.** Except for matters required by statutes to be determined by the respective governing bodies of Member Municipalities, the general operation of the court shall be by the Judge and the Court Administrative Committee.
3. **COURT ADMINISTRATIVE COMMITTEE.**
 - (a) **Composition.** The Court Administrative Committee shall be comprised of one representative of each Member Municipality, who shall be appointed by the mayor, president, or chairman of the Member Municipality, subject to confirmation by the municipality’s governing body. In order to assure participation and continuity of representation, each Member Municipality may provide for an alternate representative who shall act on committee matters in the absence of the representative. Neither the representative nor the alternative representative of a Member Municipality shall be a police officer for the municipality or an attorney representing the municipality.
 - (b) **Powers and Duties.** The Administrative Committee shall have general control over the operation of the court, except where such control is specifically granted to the Judge or the governing bodies by statute, in which case the Administrative Committee shall be a recommending agency. The Administrative Committee shall be responsible for the selection of the Clerk of the Municipal Court, subject to appointment by the Judge. The Administrative Committee shall recommend to the governing bodies for determination the salary of the Judge and the number and salary of the Clerks and/or Deputy Clerks. The Administrative Committee shall cause appropriate bank accounts to be established for the deposit of all fees, forfeitures, assessments, and costs paid into the court and shall adopt appropriate accounting procedures to ensure the proper handling of said funds. The Administrative Committee shall, with the assistance of the Clerk and Judge, prepare an annual budget for the operation of the court.
 - (c) **Procedure and Voting.** The Court Administrative Committee shall be governed by *Robert’s Rules of Order Revised*. A majority of the ~~voting~~ members of the committee shall constitute a quorum. A majority vote ~~of all the voting members~~ shall be required to adopt any motion or resolution.
 - (d) **Voting Members.** The duly appointed and confirmed representative or alternate

Attachment: MMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMM Agreement)

representative of each Member Municipality ~~which meets or exceeds a citation volume of two percent (2%) of the court's total citation volume for the preceding calendar year~~ shall be a permanent voting member of the Court Administrative Committee. ~~All other such representatives shall be non-voting members unless and until they accede to voting member status based upon the above volume criterion.~~

- (e) **Officers.** The Officers of the Court Administrative Committee shall consist of a President, Vice President, Treasurer and Deputy Treasurer.
 - (f) **Term.** Officers shall serve a term of two years. No member may serve in the same office for more than one term, except the Treasurer and Deputy Treasurer who may serve for two consecutive terms. The term of office of each Officer shall begin on July 1 and end on June 30.
 - (g) **Compensation.** Officers shall serve without compensation.
 - (h) **Nominating Committee.** On or before February 15 of each year the President shall appoint a Nominating Committee consisting of three representatives on the Court Administrative Committee. The Nominating Committee shall endeavor to provide at least two candidates for each open seat, except the Nominating Committee need not find two candidates for a seat held by an incumbent that is seeking reelection.
 - (i) **Election of Officers.** Officers shall be elected by the Court Administrative Committee at their Spring meeting.
 - (j) **Vacancies.** Vacancies in any Officer position shall be filled by the Court Administrative Committee. Any person filling an unexpired term of an Officer may serve in that same capacity until June 30 when the term expires.
 - (k) **Duties of the President.** The President shall preside at all meetings of the Court Administrative Committee; perform the duties customary to that office; appoint members of the standing committees; appoint such special committees as are necessary for the proper functioning of the Court Administrative Committee.
 - (l) **Duties of the Vice President.** The Vice President shall act as President in the event of the President's absence or inability to serve and during any period in which the office of President is vacant. The Vice President shall become President after the President's term is completed.
 - (m) **Duties of Treasurer.** The Treasurer shall act as Treasurer of the Court Administrative Committee; perform the duties customary to that office.
 - (n) **Duties of Deputy Treasurer.** The Deputy Treasurer shall act as Treasurer in the event of the Treasurer's absence or inability to serve and during any period in which the office of Treasurer is vacant.
4. **JUDGE'S SALARY.** The salary of the Judge shall be set by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative

Committee.

5. COURT PERSONNEL.

- (a) **Clerk.** The selection of the Clerk of the Municipal Court shall be made by the Judge and Administrative Committee. The Clerk must be appointed by the Judge pursuant to *Wis. Stats.* §§755.01 and 755.10.
- (b) **Compensation.** The salary and fringe benefits of the Clerk and any other court personnel shall be established by a majority of the governing bodies of Member Municipalities ~~having voting members~~ of the Court Administrative Committee after recommendation of the committees.
- (c) **Administration.** The Judge, Clerk and any other court personnel shall be employees of the Municipal Court.

6. FORFEITURES, FEES, PENALTY ASSESSMENTS, AND COSTS. All forfeitures, fees, penalty assessment, domestic abuse assessment, and costs paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective municipal treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. At the time of the payment, the Municipal Judge shall report to the treasurers the title of the action, the offense for which a forfeiture was imposed, and the total amount of the forfeiture, fees, penalty assessment, domestic abuse assessments, and costs if any. The treasurers shall disburse the fees, costs, and assessment as provided in *Wis. Stats.* §§165.87(2), 167.31(5), 346.655(2), 814.65(1), and 973.055(2). All jail assessments paid to the Municipal Court under a judgment before the Municipal Judge shall be paid to the respective county treasurers within seven (7) days after receipt of the money by the Municipal Judge or other court personnel. The municipal portions of the court costs, as provided in §§814.65(1), shall be maintained in the Municipal Court operational account. Any excess revenue over budgeted expenditures shall be disbursed at the end of the fiscal year. All forfeitures shall be disbursed at least monthly to the Member Municipality for which judgment was entered.

7. BUDGET PROCESS.

- (a) **Time and Approval.** The Clerk and the Judge shall submit a proposed budget to the Court Administrative Committee annually no later than July-November 15th of each year for the next succeeding year. ~~The voting members of the committee shall present the budget to their respective governing bodies for approval. It shall be approved annually no later than December 1st.~~ Approval by a majority of all of the Administrative Committee members governing bodies of Member Municipalities having voting members of the committee shall constitute approval of the budget.
- (b) **Court Costs.** The local share of the court costs required to be collected pursuant to *Wis. Stats.* §814.65(1) shall be applied to the expenses of the court as determined in the budget. The local share shall not be credited to a Member Municipality's account.

- (c) **Expenses.** The net expenses, whether denominated start-up expenses, capital expenditures, operating expenses, or otherwise, and including those charged under ¶15, after application of the local share of court costs, shall be paid by the Municipal Court, which shall in turn charge each of the Member Municipalities its share. Each Member Municipality's share shall be determined as follows:
- (1) For the year 1991, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Wisconsin Department of Administration for 1989.
 - (2) For the year 1992, the shares shall be proportional to the populations of the Member Municipalities as determined by the 1990 federal census.
 - (3) For the year 1993, the shares shall be proportional to the populations of the Member Municipalities as estimated by the Department of Administration for 1992.
 - (4) For each year thereafter, the Administrative Committee shall determine a minimum amount to be paid by each municipality. The balance of the expenses shall be paid proportional to the number of citations and complaints filed with the court by each Member Municipality during the current calendar year, except as otherwise specifically provided below.
 - (5) For the year 1996, the Village of Grafton shall pay 11.54% and the City of Port Washington shall pay 13.61% of the net expenses of the court. Thereafter, the shares of those municipalities shall be determined based on the number of citations and complaints filed as provided above. In addition to the amounts payable under this paragraph, the Village of Grafton shall pay to the court \$4,214.01 in three annual installments of \$1,404.67 each; and the City of Port Washington shall pay to the court \$4,232.67 in three annual installments of \$1,410.89 each. The additional payments shall be made by January 15th of each of the years 1996, 1997, and 1998.
 - (6) In addition to the amounts payable under this paragraph, the Town of Erin shall pay to the court \$1,053.65 in three annual installments of \$351.22 each; the Village of Germantown shall pay to the court \$5,265.04 in three annual installments of \$1,755.01 each; the Town of Hartford shall pay to the court \$1,152.32 in three annual installments of \$384.11 each; the Village of Saukville shall pay to the court \$1,333.77 in three annual installments of \$444.59 each; and the Town of Trenton shall pay to the court \$1,381.52 in three annual installments of \$460.51 each. The additional payments shall be made by January 15th of each of the years 1999, 2000, and 2001.
 - (7) In addition to the amount payable under this paragraph, the Village of Newburg shall pay to the court \$984.03 in three annual installments of \$328.01 each. The payments shall be made by January 15th of each of the years 2001, 2002, and 2003.

- (8) In addition to the amount payable under this paragraph, the City of Cedarburg shall pay to the court \$6,144.18 in three annual installments of \$2,048.06 each. The payments shall be made by March 15th of each of the years 2003, 2004, and 2005.
 - (9) In addition to the amount payable under this paragraph, the Village of Fredonia shall pay to the court \$819.95 in three annual installments of \$273.32 each. The payments shall be made by March 15th of each of the years 2006, 2007, and 2008.
 - (10) In addition to the amount payable under this paragraph, the Village of Thiensville shall pay to the court \$2,150.02 in three annual installments of \$716.67 each. The payments shall be made by March 15th of each of the years 2010, 2011, and 2012.
 - (11) In addition to the amount payable under this paragraph, the City of Mequon shall pay to the court \$10,780.80 in three annual installments of \$3,593.60 each. The payments shall be made by March 15th of each of the years 2011, 2012, and 2013.
8. LOCATION OF SESSIONS. Each Member Municipality shall provide a place for the Judge to hold court, or it may authorize him or her to hold court in another Member Municipality at a convenient place. Court sessions shall be held exclusively in each such place at least once monthly and, to the extent reasonably possible, at a convenient time for the Member Municipality bringing the action.
 9. CONTRACT ADMINISTRATION AND AMENDMENTS. The affirmative vote of a majority of all the governing bodies of Member Municipalities ~~having voting members~~ shall be required to adopt any resolution pertaining to the operation of the court.
 10. WITHDRAWAL. Any Member Municipality may withdraw from this Agreement by giving notice in writing to the Judge no later than August 31st of any year. Upon giving such notice, the Member Municipality's participation in the Municipal Court shall terminate at the end of said year.
 11. ADDITIONAL MEMBERS. Additional municipalities may become Member Municipalities under such condition as may be determined by the Court Administrative Committee upon approval by the governing bodies of all of the existing Member Municipalities.
 12. TERM. This Agreement shall terminate as of April 30, 20~~51~~²⁴ for all Member Municipalities. Upon termination, any surplus of assets over expenses held by the court shall be distributed to the Member Municipalities in proportion to their contributions to the expenses of the court over the life of the Agreement. For purposes of this paragraph, Member Municipalities does not include those who withdraw under ¶10.
 13. SURVIVAL OF OBLIGATIONS. The obligation to contribute to expenses under ¶7 and the right to receive distributions under ¶6 shall survive the withdrawal from or termination of the Agreement, except that a municipality which withdraws shall not be responsible for expenses incurred after its withdrawal.

This agreement as amended is effective on ~~January~~ May 1, 2021~~17~~.

CITY OF CEDARBURG

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

VILLAGE OF FREDONIA

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GERMANTOWN

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

VILLAGE OF GRAFTON

Approved on: _____

By: _____
[Name], President

Attest: _____
[Name], Clerk

CITY OF HARTFORD

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

Attachment: MMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMCS Agreement)

TOWN OF HARTFORD

Approved on: _____

By: _____
[Name], ChairmanAttest: _____
[Name], Clerk**VILLAGE OF JACKSON**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk**VILLAGE OF KEWASKUM**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk**CITY OF MEQUON**

Approved on: _____

By: _____
[Name], MayorAttest: _____
[Name], Clerk**VILLAGE OF NEWBURG**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk

Attachment: MMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMCS Agreement)

CITY OF PORT WASHINGTON

Approved on: _____

By: _____
[Name], MayorAttest: _____
[Name], Clerk**VILLAGE OF SAUKVILLE**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk**VILLAGE OF SLINGER**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk**VILLAGE OF THIENSVILLE**

Approved on: _____

By: _____
[Name], PresidentAttest: _____
[Name], Clerk**TOWN OF TRENTON**

Approved on: _____

By: _____
[Name], ChairmanAttest: _____
[Name], Clerk

Attachment: MMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMCS Agreement)

CITY OF WEST BEND

Approved on: _____

By: _____
[Name], Mayor

Attest: _____
[Name], Clerk

Attachment: MMCS 14th Agreement (Redlined) (RESOLUTION 3822 : MMCS Agreement)



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: April 13, 2021
SUBJECT: RESOLUTION 3823 A Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin

Background

Each year, the Common Council approves the write-off of delinquent personal property tax bills that are unlikely to be paid after two years of collection efforts have not resulted in payment. At the February Council meeting, the write-off amount totaled over \$26,000 across all Mequon taxing jurisdictions for years 2018 and 2019. Though the City Attorney and Finance staff continue efforts to recover written off amounts, the amount recouped remains small. Ozaukee County does not offer debt collection services related to delinquent personal property taxes.

The Waukesha County Collection Division contracts with governmental entities within Wisconsin to provide a cost-effective centralized collection service. Waukesha County currently works with over 60 government agencies and specializes in collections of delinquent fines, forfeitures, personal property taxes, utilities, damaged property, and other governmental fees. An informational packet with the contract is attached for additional reference.

Analysis

If the City were to continue collection efforts on its own, there would be a significant amount of time dedicated both from Finance staff and the City Attorney. By contracting with Waukesha County, the City is able to leverage the economies of scale that the County can provide in order to increase the efficiency and amounts of delinquent personal property taxes that are collected.

With the legislation currently being considered at the State of Wisconsin that would remove personal property from the tax roll, there may not be a need for the collection of these bills long-term. Staff is currently only recommending transfer of delinquent personal property tax collections to Waukesha County, but may seek to move additional debts to this service based on the success observed.

Fiscal Impact

Waukesha County currently charges 28% of the amount collected for its collection services. The fee is completely performance-based and will only be charged if collection efforts are successful. Since the City will likely see an increase the amount of delinquent personal property recovered, the bad debt expense could see a decrease moving forward. Over the last several years, the City has budgeted between \$3,000 - \$5,000 annually to cover personal property tax revenue (i.e. bad debt) that is formally written off by action of the Common Council.

Recommendation

A recommendation from the Finance-Personnel Committee is forthcoming on April 13, 2021.

Attachments:

Waukesha County Delinquent PP Collections Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3823

A Resolution Approving an Agreement for Delinquent Personal Property Tax Account
Collection Services with Waukesha County, Wisconsin

RECITALS

A. The City of Mequon Common Council clears delinquent personal property tax rolls after two years of non-payment.

B. Waukesha County offers a cost-effective collection service to increase the efficiency and amount of delinquent personal property taxes that are deemed uncollectible.

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

1. The Delinquent Account Collection Services Agreement with Waukesha County, Wisconsin, 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: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk



REQUEST FOR INFORMATION

PREPARED FOR:
City of Mequon



**WAUKESHA COUNTY
DEPARTMENT OF ADMINISTRATION
COLLECTION DIVISION
515 W. MORELAND BLVD., AC RM. 348
WAUKESHA, WI 53188**

**Wednesday, March 10, 2021
Prepared by Michele Gallun
Collections Supervisor
262-548-7063**

FIRM EXPERIENCE

Lyndsay Johnson, Collections and Business Services Manager

515 W. Moreland Blvd. Room AC348
Waukesha, WI 53188

Business Hours:

The Division staff's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. In addition, staff may also work 1-2 nights per week until 8:00 p.m. Staff is available by phone or in person during normal business hours.

Phone: 262-548-7876

Fax: 262-548-7856

E-Mail: collections@waukeshacounty.gov

Overview

The Waukesha County Collection Division was created at the recommendation of the County Executive's Office and approved by the Waukesha County Board of Supervisors effective January 1994, for the purpose of centralizing administration of collection of delinquent accounts owed to various Waukesha County departments.

The mission of the Waukesha County Collection Division is to coordinate and integrate an Internal Service fund operation as a provider of financially responsible centralized collection services to its users.

The Collection Division is responsible for administering, coordinating and directing efficient - cost effective collection of accounts referred to it for collection. The Collection Division serves as a channel of accountability for County-wide delinquent account collection activity. The Collection Division also accepts referrals from other governmental entities within the State of Wisconsin.

The Division consists of a Collections & Business Services Manager, 1 Collection Supervisor, 2 Senior Collections Specialists, 2 Collections Specialists and Administrative support and temporary staff. The Division is located within the Department of Administration. The Collections & Business Services Manager reports to the Director of Administration.

The Division itself has twenty-seven years of experience with staff having over 150 years of combined collection experience covering all types of government, commercial and consumer collections. Our expertise in the area of governmental collections makes the Division uniquely qualified to handle any type of governmental related collection. We also are very knowledgeable about bankruptcy, probate and litigation. The staff understands and recognizes the sensitivity of governmental collections.

Accounts are collected using a variety of means, including: collection letters, telephone collection calls, in-person interviews, state tax interception and wage assignments. Policies and procedures relative to the County's accounts receivable, including collection of delinquent accounts and NSF checks, are developed by the Collection Division. County agencies are provided assistance and consultation by the Collection Division on issues pertaining to potential revenue sources, billing, intake, credit extension and analysis of financial stability of prospective and ongoing vendors/suppliers. All recommendations for accounts receivable write-off are centralized within the Collection Division.

FIRM EXPERIENCE CONTINUED

History

In 1995, based on requests for collection assistance from Waukesha County municipalities, the Division extended use of its collection program in an effort to promote shared services and intergovernmental cooperation. While it is not the desire of the County to be in direct competition with private industry, there are a number of cases in which economies of scale can be achieved. In some situations, the same individual or business entity can owe multiple municipalities and-or counties. There are currently over 160,000 records in the Waukesha County Collection Division database; and on average, 20-40% of all new referrals can be linked to existing accounts being worked by the Collection Division. In addition, the County has a direct interest in collecting personal property taxes because as a taxing jurisdiction it participates in the charge-back. The Division's experience in the collection of these more unique and difficult types of public sector billings, and the additional resources and collection tools not available to the private sector, have proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County.

Our compensation is completely performance based. Under no circumstances will there be a charge if there is not a collection. Our current fee is 28% of the amount collected. This is because we are structured as an internal service fund and our motive is not to generate profits but to share the costs of our operation across our customer base. As the number of users of our services continue to grow, our corresponding collections increase and the cost of our service will continue to decrease. Initially, when we began operation in 1993, our contingent fee was 40% of the amount collected, but due to increased usage of our service and a corresponding increase in collections, the fee was reduced to the current 28%.

FIRM INSURANCE CARRIER

Waukesha County is insured with Wisconsin Municipal Mutual Insurance Company (WMMIC). WMMIC is licensed to do business in the state of Wisconsin and holds an A- rating by A.M.Best. The County maintains general liability insurance with limits of liability at \$5,000,000 per occurrence and \$15,000,000 annual aggregate and public officials errors and omissions insurance with limits of liability of \$5,000,000 per wrongful act and \$15,000,000 general aggregate. Evidence of our insurance can be obtained by accessing our insurance company website at www.wmmic.com and clicking on the INFO plate. A certificate of insurance will be provided upon request.

SAFE GUARD RULES

The Waukesha County Collections Division derives its legal authority from various chapters of the Wisconsin State Statutes and complies with all state and federal collection laws including, but not limited to the Federal Fair Debt Practices Act, the Gramm-Leach-Bliley Act, FERPA and the Federal Trade Commission's Red Flag Rules.

SERVICES PROVIDED TO CLIENT

- Actual process of collection provided to Client includes, but is not limited to: collection letters, phone calls, promises to pay, payments, monitoring payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches, tax intercept, probate and bankruptcy filing.
- The Division acts as agent for Client to collect and receive all sums of money due or payable to Client for claims referred to the Division for collection.
- The Division will use its best efforts to collect amounts due Client permitted by law.
- The Division will maintain records of accounts referred and will keep Client updated as to the progress of the collection efforts through the following reports:
 - An Acknowledgment Report is available through the Ecliptics client-view application detailing the accounts referred to the Collection Division as a confirmation of receipt.
 - Monthly Collections/Billing Statement are available through the Ecliptics Client-view application within 45 days following the last day of the month in which payment/s were received.
 - The Collection Division's Quarterly Status/Inventory Report/Performance Report are available through the Ecliptics Client-view application upon request.
- The Collection Division's Cancellation/Uncollectible Report, are available through the Ecliptics Client-view application monthly. This report will provide Client with the necessary information to perform their write-offs.

“Wisconsin Tax refund Intercept Program (TRIP)”

In 1999 the Division established a relationship with the State of Wisconsin Department of Revenue under Wis. Stat. 71.935 to intercept income tax returns. There is no additional cost for this service as it is included in our base charge. Wisconsin Statute Section 66.0301 permits inter-governmental cooperation among municipalities and therefore provides the legal authority to provide collection services to and enter into collection agreements with municipalities.

“Description of latest skip tracing techniques”

Skip-tracing techniques that will be employed by the Collector to locate the debtor’s current location and/or employment in the event a debtor has moved and left no forwarding address are:

1. An address trace and/or a credit bureau report may be utilized, which will list current and past employers, home addresses, telephone numbers, social security numbers and other creditors. With this information, the Collector is able to contact other creditors who may have more current information regarding the debtor, including employment and/or a home address for the debtor.
2. The Motor Vehicle Department, Wisconsin Circuit Court Access, Secretary of State, DWD, the Internet and various address and telephone directories are used to trace and locate the debtor.
3. The following County databases are accessed to locate updated information on the debtor:
 - a. County Jail database. If the debtor has an arrest record or has been incarcerated, information regarding debtor’s employment, social security number, home and work telephone numbers will be listed.
 - b. County Treasurer and Register of Deeds databases are used to find out ownership of the debtor’s listed address. The collector will then contact the owner of the property to see if they might have updated information as to the whereabouts of the debtor and/or his employment.
 - c. Civil and Small Claims Court databases to find out if any legal actions, including divorce or paternity suits, have been filed against the debtor. This provides the Collector with additional sources to contact in order to locate the debtor and his assets.

“Data processing system”

Since 1980, Ontario Systems have partnered with hospitals, ARM organizations and government offices to provide software, and solutions enabled by technology that help customers recover revenue efficiently and in compliance with market and government standards. With offices in Muncie, Ind. and Vancouver, Wash., and employees all over the country, Ontario Systems is a recognized brand in the revenue cycle management (RCM) market, used by 5 of the 15 largest hospital networks, 8 of the 10 largest ARM companies, and state and municipal governments across the United States. The RevQ application utilized by Waukesha County Collection Division provides the automation of processes and systemic tracking via workflow management to ensure compliance and drive collection results.

Ecliptics Client-view program is a user-friendly system for our valued clients which will allow our customers to view their account information on-line, access monthly reports, convey payments and/or adjustments and submit referrals electronically for nearly immediate confirmation and collection activity.

EVALUATING COLLECTION COSTS AND EFFECTIVENESS

It is more important to base your decision on the effectiveness (Recovery Percentage) of a firm rather than on which firm charges a lower collection rate. Following is an example that clearly illustrates this point:

A municipality has 160 delinquent accounts, each with a balance of \$250 for a total of \$10,000 in referrals. The municipality received the following bids from outside collection agencies/attorneys:

1. Firm 1 sends out letters at a cost of \$9.00/account.
2. Firm 2 sends out letters and makes some phone calls, but will not perform litigation. Their cost is 25% of the amount collected.
3. Firm 3 sends out letters and makes many phone calls, but will not perform litigation. Their cost is 40% of the amount collected.
4. Firm 4 sends out letters, makes many phone calls and will perform litigation. Their cost is 50% of the amount collected.

The municipality could not make a decision as to which firm to use, so they decided to refer 40 accounts to each firm. These are the results:

	<u>Fee for Recovery</u>	<u>Amt Collected % Recovery</u>	<u>Flat fee - % Cost to Collect</u>	<u>Net Recovery Rate Net Return to Client</u>
Firm 1	\$9.00/Acct.	\$1,000.00 10% (\$1,000/\$10,000)	\$ 360.00 (40 @ \$9.00each)	\$ 640.00 6.4% (\$640/\$10,000)
Firm 2	25%	\$1,500.00 15% (\$1,500/\$10,000)	\$ 375.00 (\$1,500 x 25%)	\$1,125.00 11.2% (\$1,125/\$10,000)
Firm 3	40%	\$2,000.00 20% (\$2,000/\$10,000)	\$ 800.00 (\$2,000 x 40%)	\$1,200.00 12% (\$1,200/\$10,000)
Firm 4	50%	\$3,000.00 30% (\$3,000/\$10,000)	\$1,500.00 (\$3,000 x 50%)	\$1,500.00 15% (\$1,500/\$10,000)

In the above example, Firm 1 had a Recovery Percentage of 10%, while Firm 4 had a 30% Recovery Percentage. Even though Firm 4's Fee for Recovery was 50%/dollar collected, its Net Return to the municipality was more than twice as much as Firm 1. The difference in the Net Return to the municipality was greatly affected by the dollars collected (Recovery Percentage).

Waukesha County customers experience this first hand when they place comparable accounts with two separate firms. We charge 28 cents/dollar collected and we usually, at minimum, have nearly twice the Net Return to our customers than their previous collection firm.

The bottom line consideration in evaluating collection results is your Net Recovery Percentage:

$$\frac{\text{The Amount Recovered less Cost of Collection}}{\text{Amount Placed for Collection}} = \text{Net Return to Client}$$

CLIENT FEES AND CHARGES

COMPENSATION/FEES/CHARGES

"Contingent Fee"

The Collection Division as an internal services fund distributes the cost of its services to its users. Included in the Collection Division's fees are all associated costs of collection, i.e., personnel, letters, telephone calls, tax intercept, credit reports, court filing fees, process service fees, etc. **Our fee is 100% performance based, if there is no collection, there is no charge.** Our current contingent fee is 28% of the amount collected. This contingent fee will never increase over 28%. Our motive is not to generate profits but to allocate the costs of our operation to users. If the number of users of our services increases, and our corresponding collections increase, the cost of our service is likely to decrease to our clients.

As an alternative option, current clients have opted to **pass the collection fee onto the debtor** through various methods. Some clients coordinate with their billing service to incorporate language on their billing statements and/or Signature form. This language references the collection fee or costs associated with the collection of the account is the patient's financial responsibility. We also have clients that have passed a Resolution amending their fee schedule to include the entire collection fee as the responsibility of the patient. Personal property taxes are excluded from these alternative options.

COLLECTION AGENCY FEES

In the event that we have exhausted all of our collection efforts and our Client has approved forwarding the account to a collection agency, we will also be responsible for all payments to the collection agency.

TAX INTERCEPT FEES

All tax intercept costs are paid by the Division and included in our contingent fee.

REMITTANCE/BILLING OPTIONS

Net - Under the net method the monthly check we remit to you is the net of the amounts collected after deducting our contingent fee. For example: If we collected \$1,000 from referred accounts in a month we would send you a check for \$720 (\$1,000 less our contingent fee of \$280).

CLIENT REFERRAL PROCEDURE

Upon receipt of the referred account through the Ecliptics Client-view program, the account is uploaded into the automated collection system and the following occurs:

- A. **An Acknowledgment Report** is available on-line as confirmation which details the account information of the referred debts to the Collection Division.
- B. **A series of collection letters** are mailed to the debtor during the first 45 days of assignment to encourage immediate contact or payment in full. The first initial placement letter is generated within 1 day of entry of the referral, the second is generated 30 days after the initial placement letter, and the final 72 hour demand letter is sent 11 days thereafter.

Account assigned to a Collection Specialist within in the next business day from the date of assignment. The Collector will apply a more focused and hands on concentrated effort to amicably resolve the account. The Collector's main objective is full collection of the account according to the policies set forth by the Division using the most efficient means possible. Our Client is asked to provide the Division with the following account information for each referral.

- A. The following information is required for each account referred:
 - 1. A copy of the documentation supporting the debt, judgment or citation.
 - 2. Debtor's name, last known address, telephone number(s)
 - 3. Amount due, date of offense and date of disposition.
- B. The following account information should be included with a referral if available:
 - 1. Social security number
 - 2. Date of birth
 - 3. Employer, including address and telephone numbers
 - 4. References, or other contacts
 - 5. Any other applicable information that may be helpful in the collection process

The more information provided to the Division, the more efficient, effective and cost saving the collection procedure will be.

"Process/experience agency has charging collection fees to debtors"

The Waukesha County Collection Division currently services clients for ambulance fees where our collection charge is added to the debtor's account thus resulting in a 75% upper range recovery rate.

RED FLAG RULE

TITLE: IDENTITY THEFT PREVENTION PROGRAM	EFFECTIVE DATE: <u>April 28, 2009</u>
--	---

Purpose

To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

Definitions

Identifying information means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

Identity theft means fraud committed or attempted using the identifying information of another person without authority.

A covered account means:

1. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include those where the County provides a service to its citizen and collect the payment at a later date, and;
2. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.

A red flag means a pattern, practice or specific activity that indicates the possible existence of identity theft.

RED FLAG RULE CONTINUED

Policy

A. **IDENTIFICATION OF RED FLAGS.** The Waukesha County Collection Division identifies the following red flags, in each of the listed categories:

1. Suspicious Documents

- i. Identification document or card that appears to be forged, altered or inauthentic;
- ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
- iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information

- i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
- ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
- iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- v. Social security number presented that is the same as one given by another customer;
- vi. An address or phone number presented that is the same as that of another person;
- vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account

- i. Change of address for an account followed by a request to change the account holder's name;
- ii. Payments stop on an otherwise consistently up-to-date account;
- iii. Account used in a way that is not consistent with prior use (example: very high activity);
- iv. Mail sent to the account holder is repeatedly returned as undeliverable;
- v. Notice to the Waukesha County Collection Division that a customer is not receiving mail sent by the Waukesha County Collection Division;
- vi. Notice to the Waukesha County Collection Division that an account has unauthorized activity;
- vii. Breach in the Waukesha County Collection Division's computer system security; and
- viii. Unauthorized access to or use of customer account information.

RED FLAG RULE CONTINUED

4. Alerts from Others

- i. Notice to the Waukesha County Collection Division from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

B. DETECTING RED FLAGS.

1. **New Accounts.** In order to detect any of the Red Flags identified above associated with the forwarding of a new referral account, Waukesha County Collection Division personnel will take the following steps to obtain and verify the identity of the person (herein referred to as “debtor”) whom is the financial and legal responsible party listed on the Client’s referral:
 - i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
 - ii. Verify the debtor’s identity (for instance, review a driver's license or other identification card).
2. **Existing Accounts.** In order to detect any of the Red Flags identified above for an existing account, Waukesha County Collection Division personnel will take the following steps to monitor transactions with an account:
 - i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
 - ii. Verify the validity of requests to change billing addresses; and
 - iii. Verify changes in banking information given for billing and payment purposes.

C. PREVENTING AND MITIGATING IDENTITY THEFT.

In the event Waukesha County Collection Division personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Prevent and Mitigate

- i. Continue to monitor an account for evidence of Identity Theft;
- ii. Contact the debtor and/or Client;
- iii. Document appropriate findings in CUBS on debtor’s account;
- iv. Do not enter a new referral from same Client without verifying information;
- v. Discontinue collection efforts upon verification of fraudulent activity;
- vi. Notify the Waukesha County Collection Division Manager for determination of the appropriate step(s) to take;
- vii. Notify law enforcement; and/or
- viii. Determine that no response is warranted under the particular circumstances.

RED FLAG RULE CONTINUED

2. **Protect customer identifying information**

- i. In order to further prevent the likelihood of identity theft occurring with respect to Waukesha County Collection Division accounts, the Waukesha County Collection Division will take the following steps with respect to its internal operating procedures to protect customer identifying information:
- ii. Ensure that its website is secure or provide clear notice that the website is not secure;
- iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
- iv. Ensure that office computers are password protected and that computer screens lock after a set period of time;
- v. Keep offices locked and inaccessible to the public or customers;
- vi. Ensure computer virus protection is up to date; and
- vii. Require and keep the kinds of client and/or debtor information that are necessary until the records are destroyed according to the policy of Records Management Detention.

D. PROGRAM UPDATES. This Program will be periodically reviewed and updated to reflect changes in risks to the clients and debtor's and the soundness of the Waukesha County Collection Division from Identity Theft. The Waukesha County Collection Division Manager will consider the Waukesha County Collection Division's experiences with Identity Theft situation, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the Waukesha County Collection Division maintains and changes in the Waukesha County Collection Division's business arrangements with other entities. After considering these factors, the Waukesha County Collection Division Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Waukesha County Collection Division Manager will implement the program changes.

E. PROGRAM ADMINISTRATION

1. **Oversight.** Responsibility for developing, implementing and updating this Program lies with the Waukesha County Collection Division Manager. The Waukesha County Collection Division Manager will be responsible for the Program administration, for ensuring appropriate training of Waukesha County Collection Division staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.
2. **Staff Training and Reports.** Waukesha County Collection Division staff responsible for implementing the Program shall be trained either by or under the direction of the Waukesha County Collection Division Manager or Senior Collections Specialists in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. Waukesha County Collection Division staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the Waukesha County Collection Division's compliance with the Program and the effectiveness of the Program.

RED FLAG RULE CONTINUED

3. **Specific Program Elements and Confidentiality.** For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding the Waukesha County Collection Division's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to the Identity Theft Committee and those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the Program's general red flag detection, implementation and prevention practices are listed in this document.

Authority & Revisions

This policy is enacted immediately upon approval of the Waukesha County Board meeting scheduled for April 28, 2009. Revisions to this policy shall only be enacted when approved by the Waukesha County Board and reflected in the applicable meeting minutes. This policy shall be reviewed at least biennially by the Waukesha County Collection Division Manager with presentations after each review to the Finance Committee.

SUMMARY

The Waukesha County Collection Division's mission is to:

1. Provide financially responsible centralized collection services to its customers.
2. Generate savings to taxpayers by ensuring that all dollars owed are collected in the timeliest, most efficient and cost-effective manner possible in compliance with all laws, rules and regulations.
3. Strive toward a fair and equitable balance between parties who received goods and services and taxpayers who bear the cost/burden of unpaid goods and services.

While it is not the desire of the County to be in direct competition with private industry, it is felt that The Division's experience in the collection of these more unique and difficult types of public sector billings has proven beneficial to municipalities with the overall objective of cost savings being passed on to the taxpayers of Waukesha County. The Division's costs are completely performance based and promote inter-governmental cooperation and savings to taxpayers.

Waukesha County Collection Division has the staff, knowledge, resources, experience and proven track record to provide exceptional service and results in collecting on the Client's behalf. Clients served by the Division continue to increase each year. Our customers' satisfaction is evidenced by our high percentage of success in retaining our customers.

DELINQUENT ACCOUNT COLLECTION SERVICES AGREEMENT

This contractual agreement is entered into this _____ day of _____, 2021, by and between the City of Mequon hereinafter referred to as "Purchaser" and Waukesha County, hereinafter referred to as "Provider."

WHEREAS:

- A. Section 66.0301 Wisconsin Statutes permits inter-governmental cooperation among municipalities, and
- B. Provider represents it has legal authority to provide collection services and to enter into collection contracts with municipalities, and
- C. Provider has established a Collection Division within the Department of Administration for the purpose of collecting delinquent obligations due the County, and
- D. Provider has agreed to offer the services supplied by the Collection Division to other units of government within the State of Wisconsin, and
- E. Purchaser desires Provider to undertake collection of Purchaser's delinquent personal property taxes, accounts receivable and other evidences of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

1. SERVICES PROVIDED

- a. Purchaser designates Provider as its agent to collect and receive all sums of money due or payable to Purchaser for accounts which Purchaser refers to Provider for collection.
- b. Provider shall accept accounts placed for collection by Purchaser. Provider will use its best efforts to collect said amounts due Purchaser. Provider will use only ordinary and reasonable collection efforts as permitted by law.
- c. Purchaser and Provider define Actual Process of Collection to include, but not limited to, collection letters, phone calls, accepting promises to pay, payments, dispute resolution, skip-tracing, interest and penalty calculation, asset searches.
- d. Provider shall have the authority to receive payment in cash, check or money order and shall have authority to endorse checks, drafts, money orders and other negotiable instruments, which may be received in payment on behalf of the Purchaser. Provider shall have authority to certify to the Department of Revenue on behalf of the Purchaser accounts placed for collection by Purchaser so as to intercept state tax refunds to be applied in payment of those accounts.
- e. Purchaser shall supply Provider with notification of payments made directly to Purchaser on accounts assigned to Provider. Purchaser shall pay the collection fee on these amounts.

- f. Provider agrees to provide Purchaser with justification for accounts cancelled or returned as uncollectable.
- g. Purchaser will notify Provider of bankruptcy notices received on accounts referred for collection. Provider is authorized to file bankruptcy claims on behalf of the Purchaser when Provider receives supporting copies of the bankruptcy documentation within the allowed filing period and within a reasonable amount of time. The Provider is not responsible for any missed bankruptcy filing deadlines. In the event that any legal action is required after the filing of a claim, it shall be the responsibility of the Purchaser to obtain legal counsel and pursue such legal action. Purchaser will notify Provider in the event Purchaser files a bankruptcy claim on an account that Purchaser referred to Provider for collection.
- h. Provider will not provide legal advice or services for Purchaser. If an account is deemed uncollectable through standard collection practices by the Provider, the Provider can cancel the account and return it to the Purchaser for litigation.

2. APPLICATION OF PAYMENTS RECEIVED FROM ASSIGNED ACCOUNTS

Provider will be responsible for applying payments to accounts referred for collection. Payments will be applied to referred account balances according to the following hierarchy:

1. Collection fees; if Purchaser requests these be recovered from the party assigned for collection.
2. Accrued interest and/or penalty as allowed by Statute and
3. The principal amount of the debt.
4. Any additional charges added by the Purchaser.

3. FEE FOR SERVICES AND PAYMENT

Provider will remit all monies received on a net basis to Purchaser in the form of an electronic fund transfer within 45 (forty-five) days following the last day of the month in which payment(s) were received. Provider will also provide a copy of the monthly collections detail and monthly service fee summary. The collection fee is 28% on all amounts collected. For purposes of the proportionate distribution of collected delinquent personal property taxes under 74.42(2), Stats, which were charged back under 74.42(1), Stats, the 28% collection fee shall be the cost of collecting those taxes.

4. RECORDS/REPORTING

- a. Provider shall maintain records of accounts referred to it for collection. For personal property tax collection referrals, Provider is responsible for calculating interest and penalty as allowed by Wis. Stat. Sec. 74.47.

b. Provider will provide the following reports to Purchaser:

1. Acknowledgment Report - At the time an account is received for assignment by Provider from Purchaser.
2. Monthly Collections/Billing Statement - 45 (forty-five) days following the last day of the month in which payment(s) were received.
3. Status/Inventory Report on Assigned Accounts - 15 (fifteen) days following Purchaser request.
4. Cancellation/Uncollectable Report - 45 (forty-five) days following the last day of the month the account was cancelled.

5. SETTLEMENTS

No offer of compromise or settlement will be accepted by the Provider on any referred account without the express written authorization of the Purchaser. The Provider is not, however, prevented from accepting partial or installment payments on an account.

6. INDEMNIFICATION AND DEFENSE OF SUITS

Each party agrees that it shall indemnify the other party against any loss or liability incurred by the other party in connection with the event or activity under this contract, however, it is expressly understood and agreed that the liability of each party, its employees and agents on any claims brought by the other party, its employees and agents, whether for contribution, indemnification or otherwise, shall not exceed and are governed by the provisions of Wisconsin Statute, Chapter 893, including the limit on the amount recoverable.

7. INSURANCE

The County agrees to provide the City of Mequon a certificate of Insurance evidencing the County's general liability coverage for a minimum of \$1,000,000 per occurrence within 30 days of a written request. Should any insurance policy be canceled before the expiration date of this Agreement, the issuing company must provide ten (10) days written notice to the City of Mequon. A company licensed to do business in the state of Wisconsin or signed by an agent licensed by the state of Wisconsin must issue the insurance certificate. Failure to submit an insurance certificate can make this Agreement voidable at the City of Mequon's discretion.

8. AMENDMENT

This agreement may be amended only upon mutual agreement of Purchaser and Provider which is reduced to writing.

9. TERM OF AGREEMENT

The term of this agreement will be one year from the date of this contract. This agreement will automatically renew for successive one-year periods unless one of the parties gives written notice of termination or the agreement is amended at least 30 (thirty) days prior to the next renewal.

10. CANCELLATION

1. This agreement may be cancelled for any reason by either party upon 30 (thirty) days advance written notification. Upon cancellation, each term of the contract shall continue to apply to any and all accounts that remain with provider. In the event of cancellation Provider will cancel and return accounts except that Provider will be entitled to retain an account and earn fees for collection on such account if:
 - a. There has been a payment received on account within 60 (sixty) days preceding receipt of cancellation, or
 - b. Provider has a documented promise of payment on a debtor account prior to receipt of notice of cancellation.

Accounts retained will be cancelled and returned following:

- a. Payment in full, or
- b. A period of 60 (sixty) days without receipt of a payment.

11. ENTIRE AGREEMENT

This Agreement, along with any amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have affixed their signatures below on this _____ day of _____, 2021.

City of Mequon

by: _____
(Signature of authorized official and title)

(Address of organization)

Waukesha County

by: _____
Andrew Thelke
Director of Administration



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: April 13, 2021
SUBJECT: RESOLUTION 3824 A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon

Background

The City of Mequon's last review of banking services occurred in 2015, when BMO Harris Bank was selected to be the City's primary banking institution. At the February 9 meeting, the Finance-Personnel Committee reviewed a draft Banking Services Request-for-Proposal (RFP) document and approved initiation of the solicitation process. Finance staff distributed the RFP to fourteen financial institutions with a current or planned physical location in either the Village of Thiensville or City of Mequon. The City received eight proposals, including one received after the deadline. The responses received by the deadline were from:

BMO Harris Bank
PNC
Bank First
Port Washington State Bank (PWSB)
Chase
Associated Bank
Johnson Financial Group

Analysis

The responses were evaluated and scored on three major criteria: Cost (60%), Available Technology/Business Practices (25%) and Bank Experience (15%). A summary of the bid information is attached. After review, Finance staff concluded that Port Washington State Bank is the best fit for the City on banking services. A copy of Port Washington State Bank's proposal summary is attached for reference. The other six proposals and staff's analysis are on file in the Finance Department for review.

Summarily, Port Washington State Bank submitted the lowest net fees bid and received the highest rating of green through Veribanc, the leading bank rating institution. PWSB is able to deliver the required services for the City and received strong references from its other local clients. Additionally, Port Washington State Bank is located within a half mile of City Hall allowing for convenience and time savings for staff and is willing to collect property taxes at no additional cost.

Fiscal Impact

With the current market environment offering extremely low interest rates, the traditional model

of using an earning credit to offset fees has become more costly to the City over the past several years. Port Washington State Bank has proposed to waive fees rather than using the earning credit model that has been used in the past. Accordingly, the City will see savings of approximately \$12,000 per year by moving to Port Washington State Bank. PWSB also has offered an interest rate of 0.20% for the money market account, the highest interest rate out of all the proposing banks, which will lead to additional interest revenue as well.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on April 13, 2021.

Attachments:

2020 Banking RFP Summary (PDF)

2020 Port Washington State Bank Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3824

A Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon

RECITALS

- A. The City of Mequon published a Request for Proposals (“RFP”) for its banking services.
- B. Upon review of the responses to the RFP, staff recommended the selection of Port Washington State Bank (“PWSB” or the “Bank”) for the purpose of providing these services.
- C. The Finance-Personnel Committee considered and concurred with staff’s recommendation at its April 13, 2021 meeting.

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

1. Port Washington State Bank, a qualified public depository under Chapter 34 of the Wisconsin Statutes is designated as a depository in which the funds of this City may from time to time be deposited; an account opened and maintained in the name of this City with this institution is subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title per account signature care are hereby authorized, for and on behalf of this City, to sign order checks as provide in Wis. Stat. § 66.0607, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by said Bank any and all checks drafts, notes, bills, certificates of deposit, or other instruments or orders for the payment of money owned or held by said City; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent, or employee of this City is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this City at said Bank.

2. Port Washington State Bank is authorized and directed to honor, certify, pay, and charge to any of the accounts of this City, all order checks for the payment, withdrawal or transfer of funds or money deposited in the accounts or to the credit of this City for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed, or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent, or employee of this City, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title opposite the designation of the accounts described in

the forgoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral and including but not limited to, request(s) made by telephone or other electronic means for the transfer of funds or money between accounts maintained by this City at Port Washington State Bank, and Port Washington State Bank shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request of application or use of proceeds thereof.

3. Port Washington State Bank is authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Bank, by which, in the Bank's opinion, another person or entity claims an interest in any of these accounts and Port Washington State Bank may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to the Bank's satisfaction.

4. Any one of the persons holding the offices of this City designated below as signatories is authorized (1) to receive for and on behalf of this City, securities, currency, or any other property of whatever nature held by, sent to, consigned to, or delivered to each Bank for the account of or for delivery to this City, and to give receipt therefore, and each Bank is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale, or otherwise authorized the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to, or delivered to the Bank for the account of or for delivery to the City, and to receive and/or apply the proceeds of any such sale to the credit of this City in any such manner as he/she/they deem(s) proper, and the Bank is hereby to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) pursuant to Wis. Stat. § 34.07 to accept such security and to execute such documents as said officer deems proper and necessary to secure the funds of this City and to issue instructions regarding the same.

5. The withdrawal or disbursement from the above-named depository shall be only by order check, as provided in Section 66.0607 of the Wisconsin Statutes: that in accordance therewith all order checks shall be signed by the following persons:

John Wirth, Mayor

William Jones, City Administrator

Kaitlyn Krueger, Director of Finance/Treasurer

6. In lieu of their personal signature(s) a facsimile signature may be affixed.

7. This City assumes full responsibility for any and all payments made or any other actions taken by each Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this City designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signature provided to each Bank, for refusing to honor any signatures not provided to said Bank, for honoring any requests

for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for that this City agrees to indemnify and hold harmless each Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action, subject to Wis. Stat. § 893.80.

8. The City is authorized and directed to certify the Bank the foregoing resolutions, that the provisions thereof are inconformity with law, their names, incumbencies and specimen or facsimile signature(s) on signature cards of the officer or officers named therein, and that the foregoing resolutions, and signature cards and the authority thereby conferred shall remain in full force and effect until this City notifies the Cashier of the Bank to the contrary in writing; and the Bank may conclusively presume that such resolutions and signature cares are in effect and that the persons identified therein from time to time as officers of the City have been duly elected or appointed to and continue to hold such offices.

Approved by: John Wirth, Mayor

Date Approved: April 13, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 13, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON							
Banking Services RFP Summary							
RFP Criteria	BMO Harris	Port		PNC	Bank First	Chase	Johnson Financial Group
		Washington					
Distance from City Hall (Miles)	0.8	0.4		3.1	3.9	0.2	3.1
Process Tax Collections	X	X			X		X
Covers Online Banking Needs	X	X		X	X	X	X
ACH Fraud Protection	X	X		X	X	X	X
Will Pledge Collateral over FDIC	X	X		X	X	X	X
Remote Deposit	X	X		X	X	X	X
Positive Pay	X	X		X	X	X	X
Monthly Cost Estimate	\$1,093.08	\$0.00		\$1,234.09	\$739.11	\$1,417.65	\$480.41
Implementation Fees	\$0.00	\$0.00		\$655.00	\$0.00	\$0.00	\$0.00
Money Market Interest	0.15%	0.20%		0.05%	0.05%	0.05%	0.10%

MARCH 17, 2021

Banking Services Proposal

Prepared especially for:

City of Mequon



Proposal Contact: Ron Knaus
262-235-9076 | 414-364-3838 (cell)
Ron.Knaus@pwsb.bank



Exhibit A: Locations/Charter

HEADQUARTERS

206 N. Franklin Street
Port Washington, WI 53074

DATE CHARTERED: September 11, 1899

STATE CHARTERED: Wisconsin



LOCAL OFFICES NEAREST YOU

197 S. Main Street, Thiensville
10509 N. Port Washington Road, Mequon



LOBBY HOURS

Monday-Thursday 9:00 am to 5:00 pm

Friday 9:00 am to 6:00 pm

Saturday 9:00 am to 12:00 pm

DRIVE -THRU HOURS:

Monday-Thursday 8:30 am to 5:30 pm

Friday 8:30 am to 6:00 pm

Saturday 9:00 am to 12:00 pm

Branch hours are consistent
across all 8 branches.



QUESTION 1

1. Provide a 300 to 500-word historical summary of the financial institution. Include acquisitions and mergers (include pending mergers), relationships with subsidiaries/parent companies, expansion into new areas of business and geographical area served. Include organizational overview and explain major organizational strengths.

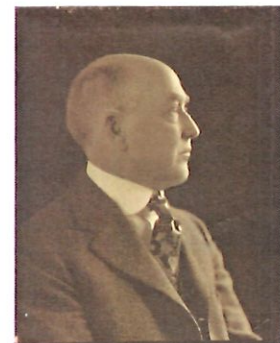
Port Washington State Bank (PWSB) is a community bank serving the needs of Southeastern Wisconsin, specializing in business banking, retail banking and mortgage lending.

The secret to our 122-year longevity is putting customers and communities at the center of their business. That focus has led us to offer our customers a personalized experience with a blend of 21st century technology.

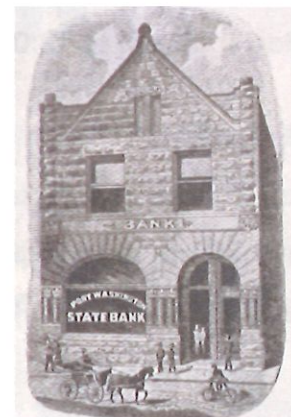
In 1899, Founder Clarence Hill started the bank on Franklin Street in Port Washington with a dream of making a modest living to care for his family and enjoy a comfortable life, while also giving back to his community. The bank was no stranger to adversity as just days after the bank's lot was purchased a huge fire almost destroyed the city.

By 1921, the bank had grown quickly and a new building was erected which now serves as the bank's headquarters. Again, the bank faced challenges after the stock market crash of '29 followed by a very difficult 4 years for banks throughout the U.S.

Through perseverance and measured management, the bank continued on despite other banks failing and opened its second branch in Belgium in 1933.



Founder Clarence Hill



Original building.



QUESTION 1, continued

As the bank was passed on to second generation owner C. Donald Hill in 1936, several other state-chartered banks arose and were then acquired or renamed while PWSB held close to its foundation.

In 1949 Ronald Schowalter began working for the bank and went on to marry C. Donald's daughter Elizabeth, thereby bringing the Schowalter lineage into the bank's history. Ron Schowalter was named president in 1964 and added the Saukville branch in 1967, further embedding the bank into the county's largest communities.

Since Steve Schowalter's tenure as president beginning in 1990, Port Washington State Bank has added 5 additional locations throughout Ozaukee County, with its two newest branches in Thiensville (2017) and Mequon (2019).

The bank is Ozaukee county's largest mortgage lender according to the register of deeds, and one of the county's largest community supporters according to the *Milwaukee Business Journal* in 2020.

The legacy of family and community has not wavered over the five generations and 122 years of the bank's proud history.

Our local decision-making process and competitive products allow us to provide the highest level of customer service.

Our team of experienced personal bankers, commercial lenders and deposit operations team enjoy being able to focus on their customers' unique situation and needs.



From left to right: Steven Schowalter, Ronald Schowalter, James Schowalter



QUESTION 2

2. Identify the institution's principal staff members who will be involved in providing services to the City. Please indicate senior staff member(s) who will be the City's primary contact.



Primary Contact:
Heather Mader
AVP/Branch Manager
Heather.Mader@pwsb.bank

Heather has 19 years in financial services experience and has been with PWSB for 10 years.



Secondary Contact:
Joe Gutsmedl
AVP/Branch Manager
Joe.Gutsmedl@pwsb.bank

Joe has 8 years in financial services experience and has been with PWSB for 4 years.



Operations Contact:
Mary Albrecht
VP/Operations Manager
Mary.Albrecht@pwsb.bank

Mary has 20 years in financial services experience and has been with PWSB for 18 years



Secondary Operations Contact:
Donna Wendlandt
Deposit Operations Specialist
Donna.Wendlandt@pwsb.bank

Donna has 40 years in financial services experience and has been with PWSB for 7 years.

While the team above will be responsible for day-to-day duties, PWSB's senior management team prides itself in getting to know all municipal customers, providing them with a direct line to the bank's ownership at any time. Many of our customers consider this an advantage to working with a locally owned financial institution.



QUESTION 3

3. Describe your experience with other municipal governments or quasi-government entities (school districts, libraries, utilities, etc). Provide a description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.

\$118 MILLION

**In Deposits as of 12/312020 from
19 Municipal Governments or quasi-government entities**

As to rank in size and complexity of service, the City of Mequon would be in the top 5 municipal relationships and the top 10% of customer relationships within our institution.

References:

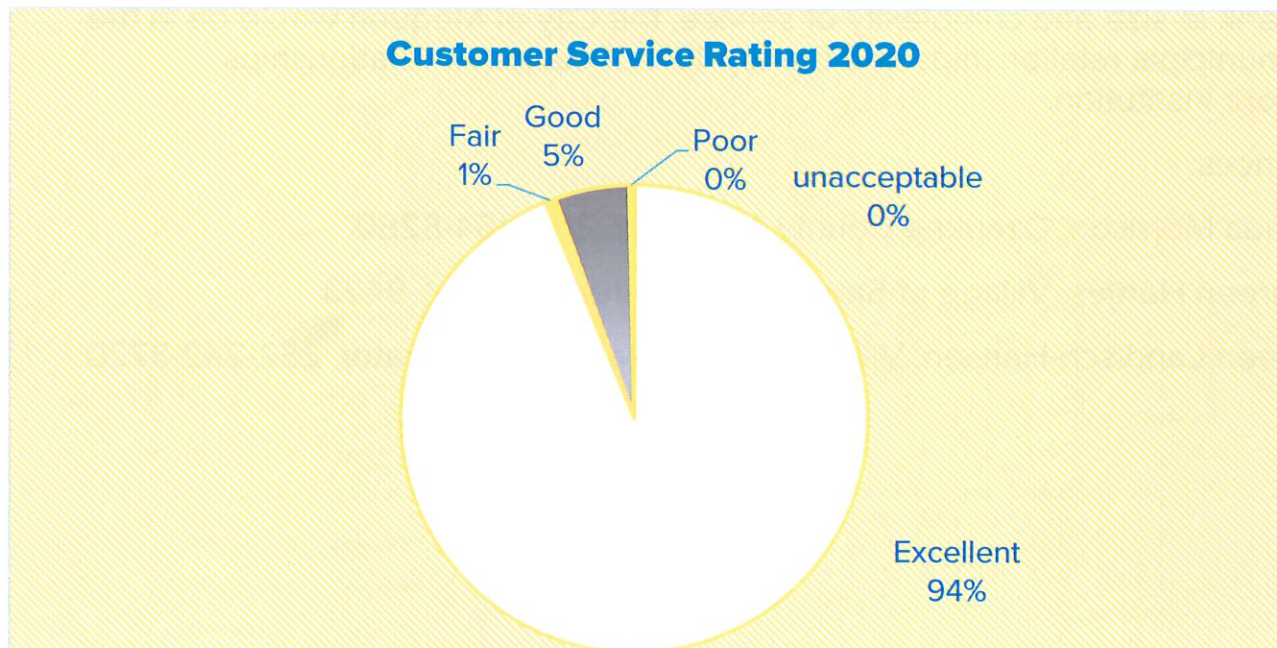
- Joshua Morrison, Ozaukee County Treasurer, 262-284-8280
- Maureen Hartjes, Village of Saukville Treasurer, 262-284-9423
- Colleen Landisch-Hansen, Village of Thiensville Administrator, 262-242-3720



QUESTION 4

4. Describe how the financial institution measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the financial institution intends to provide consistently high quality of service to the City and what measures will be taken if level of services falls below most recent evaluations.

We focus on being responsive and reliable partners with quick answers. We also believe in quantifying customer satisfaction with account surveys following openings and closings. Our average satisfaction level during a pandemic year with unexpected closures and changes to the way business was conducted was 94% across 545 surveys.



QUESTION 5

5. Give a description for how each of the following services would be provided:

- **Remote deposit processing**
- **Lockbox processing**
- **Credit card merchant services**

Remote Deposit Processing

- You have the ability to process deposits from the City of Mequon.
- A video tutorial of this product is available on our website (search for remote deposit capture).
- Cost: All fees for this service are waived.
- Timing: same week of account opening



Lockbox Processing Alternatives

While we do not provide a lockbox service, we do take care of in person payments for multiple municipal clients in the form of sewer, water and tax payments.

Alternative Services

- Mequon Branch to Collect Utility Payments
- City of Mequon to establish an ACH file to pull payments from recipients

Card Merchant Services



- PWSB works exclusively with family-owned Wind River Financial (Madison, Wisconsin) to provide excellent customer service. You will have a dedicated relationship manager supported by a team of knowledgeable payment experts.
- Timing and pricing is dependent on the solution (hardware/software, cards carried, volume of transactions, etc.); most clients are up and running within two weeks of signed agreement.



QUESTIONS 6 AND 7

6. Describe the financial institution's disaster recovery plan and how customers' records would be protected/recovered.

- Port Washington State Bank is committed to safeguarding the interests of our customers and employees in the event of an emergency or other significant business disruption. PWSB has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business.
- The PWSB Business Continuity Plan addresses a wide range of topics including data backup and retention, predetermined alternate work sites, offsite supplies and recovery for business functions. The plan is updated and tested annually.

7. Describe the format of training or instructional materials offered for services.

- Training and instructional materials for services and products available are constantly updated and improved to ensure our customers feel confident in using our technology.
- When training on a new product or service, we follow the lead of our customers to determine how to conduct training, but most often we visit your facilities to train in person with comprehensive written leave-behind training materials. We follow up during the first few weeks of implementation frequently to ensure your comfort level and satisfaction.



Donna Wendtlandt,
Deposit Operations
Specialist



Mary Albrecht,
VP/Deposit
Operations/BSA Officer



QUESTIONS 8-10

8. Is there a toll-free technical support hotline for your various services? Is it available between 8:00 a.m. and 5:00 p.m. local time? Outside business hours?

- Our toll free line is available to all customers from 8:30 a.m.-5:00 p.m. Monday through Friday, and Saturday from 9:00-12:00.
- Outside business hours, please email Mary Albrecht (Mary.Albrecht@pwsb.bank), or Donna Wendtlandt (Donna.Wendtlandt@pwsb.bank) or leave a voicemail and they will reply immediately on the next business day

9. Discuss any plans your institution has for future cash management services enhancement within the next year.

As Cash Management Services continue to evolve, PWSB will Implement new products and services as they become available. We always strive to have a very close working relationship with our business clients, which includes regular communication and in-person visits.

10. Describe the impact that any pending mergers or acquisitions may have on your proposal.

In 2020, I was awarded the title of President/COO. While my family's bank has had a long history, I look forward to building the next chapter and continuing our traditions of excellent customer service, modern technology and community support. Rather than using mergers or acquisitions to grow, we plan to do what we do best: we'll continue taking care of our customers and our communities and grow organically.



James S. Schowalter
President/COO
Fifth-generation Owner



QUESTIONS 11 and 12

11. What security features are in place to minimize the risk of unauthorized transactions?

PWSB employs a variety of fraud protection services to reduce the risk of unauthorized activity. PWSB has policies and procedures in place to minimize the risk of unauthorized transactions, we require our business client to use additional security features such as multi-factor authentication and have procedures in place to identify all customers.

Positive Pay Fraud Protection Services

- Check Exceptions
- ACH blocks and filters

12. Please fully explain any exceptions to the RFP specifications and any alternative services you propose in place of the City's requests

While the process may differ from the city's current financial institution, we are confident that everything requested in the city's proposal can be accommodated with our current products and services.



QUESTION 13

Describe any other factors that would be in the best interest of the City to consider.

We pride ourselves in providing the highest level of customers services and have a very close working relationship with other municipalities and school districts in Ozaukee County.

We serve as stewards of the communities that our customers reside in, helping our neighbors, communities and local businesses.

\$400,000

Contributed in 2020 alone to local organizations and groups

\$5 MILLION

Low-interest loans originated within Ozaukee County Business Development Loan Program

2,000

Hours of financial literacy education funded across five community schools last year

\$55 MILLION

PPP loans saving 4.965 jobs

We retain and train top talent in the market by focusing on learning and development, employee engagement and shared experiences. In doing so we have earned a top workplace award from the Journal Sentinel for a decade.

**TOP
WORK
PLACES**
2011-2020

journal sentinel

Port Washington State Bank
is a 2020 Top Workplace!
10 Years Running



Lastly, we are a Bauer Financial 5-star rated institution (1 of 15 banks in Milwaukee Metro Area to earn 5 stars). For more information on this accreditation, visit <https://www.bauerfinancial.com>



Deposit Services Summary

Your Need	Our Solution
General Account	Business Checking Account
Payroll Account	No Monthly Fees– No Analysis Statements - No Transaction Limitations - No Transaction Fees - Transfer/Sweep Options Available No Charge - Free Intro-Pak (checks, endorsement stamp and deposit slips for all checking accounts)
Flexible Spending Benefit Plan	
Property Tax Account	
Property Tax Balancing Account (in-branch payments)	
Emergency Services Account	
Utility Customers Payments Account	Setup time: 1 week upon receipt of proposal acceptance
Interest Bearing Reserve Account	Premium Money Market Account No Monthly Fees - Requires a \$10,000.00 Daily Balance Setup time: 1 week upon receipt of proposal acceptance

Deposit Services Summary

Services	Benefits
Internet Banking	Multiple Users (Setup by PWSB) • User Accessibility • User Account(s) Permissions ○ View ▪ Account Balances ▪ Check Images (Front and Back) ○ Transfers ○ Electronic Statements ▪ View/Download past 15 Months ○ ACH Transmittals ○ Stop Payment of Checks ○ Positive Pay – Import of Check Issue Files • No fees for any services above.
Daylight Overdrafts	PWSB shall provide the City with overdraft protection including daylight overdrafts. There is no charge for daylight overdrafts. The current charge for overdrafts is \$35.00. This charge would be incurred if the account was overdrawn after nightly processing. A sweep can be set-up to avoid an overdraft charge
Check Cashing	PWSB will Honor • Payroll Checks: No Fees • Accounts Payable Checks: No Fees • Pretty Cash Checks: No Fees
Monthly Account Statements	Detailed monthly statements produced for each account which includes • Cleared Check Numbers • Amounts • Missing Check Numbers • Deposit by Number • Miscellaneous Debits and Credits Appendix B - Sample of Account Statement (No Analysis Statements due to Waived Fees)
Returned Check Processing	• PWSB will automatically re-deposit a second time if check is returned due to insufficient funds • PWSB will notify you via a secured email any returned deposit items and include an image of the item • No Fees
Deposit and Error Correction	Corrections will be sent identifying the specific error • Method of Delivery – To Be Determined
Currency and Coin Orders	No Fees



Deposit Services Summary

Services	Benefits
Positive Pay	Check Exceptions - Accounts Payable and Payroll File Submission - File Format – Excel or CSV ACH Fraud Filter - Ability to Limit ACH Debits - Programmed/Decision by the City of Mequon No Fees
Earnings Credit Rate	Not Applicable No Fees
Property Tax Collections	-Property Tax Payment Collection No Fees 1st Collection Accepted - December/January at all 8 branch locations 2nd Collection Accepted - July - Mequon Branch All Payments will be receipted within the Ascent Software -Daily Deposit into Property Tax Account - Monday - Friday
Auditor Requests	PWSB will comply with audit request from the City of Mequon
Collateral Pledge	PWSB has the ability to pledge collateral to secure City of Mequon's funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation and the State Deposit Guarantee Fund. Principal Contact: Cindy Nierode, Senior VP., Chief Financial Officer
Credit Cards	-Provided through Elan Financial - Visa CommUNITY Card - No Personal Guarantee Required
Availability of Funds	-Wire Transfers and U.S. Treasury Checks - Credit Upon Receipt -Non U.S. Treasury Checks - Next Day Availability Enclosed - Funds Available Disclosure
Wire Transfers	-Domestic and International Wire Transfers No Fees -Each wire request will be completed by your designated Personal Banker at our Mequon Branch - Cutoff is 4 p.m. -Wires processed through our correspondent bank (Bankers Bank) - Sent and Received PWSB is an member of the National Automated Clearing House Association (NACHA)

Attachment: 2020 Port Washington State Bank Proposal (RESOLUTION 3824 : Banking Services RFP Award)



Your Ability to Withdraw Funds

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays. Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. If you make a deposit after 5:00 p.m. at our Port Washington, Belgium, Fredonia, Saukville, Grafton or Cedarburg location we will consider that the deposit was made on the next business day we are open. If the deposit is made at our Thiensville or Mequon location before 5:30 p.m. on a business day that we are open, we will consider that day to be the day of your deposit.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.





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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: April 13, 2021
SUBJECT: Preliminary Budget Report as of December 31, 2020

Attached please find a preliminary year to date General Fund Budget/Actual Summary report for the year ending December 31, 2020. The totals provided include some revenue accruals based on historical patterns.

Currently, the General Fund is tracking at 98.88% of amended budget revenues and 98.48% of amended budget expenses. Overall, the City is on track to end the year with a surplus of \$68,099. Please see additional comments under each revenue and expense section.

Staff anticipates some additional adjustments could be recorded as a result of the FY2020 audit that is currently underway.

Attachments:
2020 Preliminary Budget Report as of December 31, 2020 (PDF)



CITY OF MEQUON
PRELIMINARY FINANCIAL SUMMARY REPORT
FISCAL YEAR 2020 (JANUARY 1 - DECEMBER 31) (Unaudited)

REVENUES	Original Budget	Amended Budget	Actual	YTD %	% of Total	PRIOR YRS COMPARISON		
						FY 18 ACTUALS	FY 17 ACTUALS	FY 16 ACTUALS
Taxes	10,907,977	10,907,977	10,907,975	100.00%	65.1%	9,969,088	10,178,465	10,267,108
State Shared Revenue	535,718	535,718	535,063	99.88%	3.2%	517,401	523,131	511,240
Intergovernmental	1,743,123	1,743,123	1,751,925	100.50%	10.5%	1,514,140	1,330,381	1,340,557
Licenses	70,900	18,380	18,238	99.23%	0.1%	50,590	44,804	59,946
Permits - Inspection	883,250	684,750	665,680	97.22%	4.0%	925,111	893,363	765,240
Permits - Other	57,700	57,800	59,515	102.97%	0.4%	59,483	55,702	61,189
General Fees	82,000	107,275	111,255	103.71%	0.7%	97,945	96,054	115,511
Public Safety Fees	914,600	662,350	766,235	115.68%	4.6%	866,425	842,060	881,807
DPW Fees	90,150	81,650	132,709	162.53%	0.8%	139,236	108,613	107,569
Pool & Park Fees	115,200	49,430	47,746	96.59%	0.3%	118,171	114,605	115,593
Development Fees	64,700	59,800	61,071	102.13%	0.4%	77,303	62,567	60,508
Special Assessments	3,500	3,500	3,803	108.65%	0.0%	1,341	2,326	5,419
Internal Service Fee	360,000	390,000	387,478	99.35%	2.3%	295,000	295,219	454,391
Other Revenue	1,164,600	1,542,313	1,205,072	78.13%	7.2%	714,178	631,003	724,332
Investment Revenue	170,000	105,000	106,282	101.22%	0.6%	94,112	52,758	14,033
Total General Fund Revs	17,163,418	16,949,066	16,760,047	98.88%	100.0%	15,439,524	15,231,051	15,484,443

Key:

	Postive variance vs. year-to-date budget, or timing difference not anticipated to result in a year-end variance
	Negative variance of .01% to 4.99% vs. year-to-date budget
	Negative variance ≥ 5% vs. year-to-date budget

Notes: Other Revenue includes: Cell Tower Leases, Cable TV Fees, annual Workers Compensation Dividend & Fund Balance Transfers
 Ambulance fees and Engineering Department charges to developers came in much higher than anticipated at year end.

EXPENDITURES	Original Budget	Amended Budget	Actual	YTD %	% of Total	FY 18 ACTUALS	FY 17 ACTUALS	FY 16 ACTUALS
Mayor & Common Council	95,132	92,182	93,046	100.94%	0.6%	112,010	88,880	99,338
Mayor (combined w Council b	-	-	-		0.0%	-	-	49
City Administrator	289,069	268,419	276,061	102.85%	1.7%	276,212	309,888	267,928
City Clerk	311,810	322,060	328,104	101.88%	2.0%	298,057	260,299	259,561
Elections	76,053	103,684	104,261	100.56%	0.6%	68,014	30,070	66,116
Information Services	325,282	319,982	321,637	100.52%	1.9%	293,515	318,004	335,122
Finance	559,719	648,586	644,469	99.37%	3.9%	553,086	538,259	511,045
Assessor	283,974	283,974	284,790	100.29%	1.7%	219,299	221,779	212,187
Human Resources	157,246	183,971	185,405	100.78%	1.1%	163,653	186,603	153,948
Legal Counsel	99,445	122,545	123,321	100.63%	0.7%	102,626	102,932	94,650
Police	5,633,742	5,464,969	5,349,972	97.90%	32.1%	5,214,783	4,998,940	5,093,427
Fire/EMS	1,707,562	1,852,973	1,848,393	99.75%	11.1%	1,402,139	1,456,773	1,420,135
Communications	708,442	708,442	698,485	98.59%	4.2%	651,359	672,174	614,463
Police Reserve	5,811	3,261	2,796	85.73%	0.0%	4,918	6,134	6,373
Inspections	609,463	510,804	491,433	96.21%	2.9%	487,510	471,406	387,769
Building Maintenance	657,383	664,675	659,234	99.18%	3.9%	595,005	637,278	740,126
Fleet Services	539,997	532,105	504,459	94.80%	3.0%	536,280	515,796	490,947
Engineering	590,640	510,364	530,806	104.01%	3.2%	632,430	599,374	744,272
Highway	1,949,060	1,912,555	1,868,447	97.69%	11.2%	1,908,582	2,122,599	2,025,830
Forestry	203,500	130,072	126,529	97.28%	0.8%	-	-	-
Recycling	27,888	27,888	30,533	109.48%	0.2%	26,295	28,004	21,689
Library Grant	1,075,000	1,075,000	1,075,000	100.00%	6.4%	1,049,000	1,048,929	1,048,315
Swimming Pool	114,908	114,408	107,163	93.67%	0.6%	118,137	113,908	104,750
Parks	649,371	579,098	563,588	97.32%	3.4%	606,003	589,557	587,468
Cemetary	-	-	-		0.0%	2,000	6,925	1,666
Planning	492,921	517,049	474,017	91.68%	2.8%	430,731	420,815	419,530
Total General Fund Exp	17,163,418	16,949,066	16,691,948	98.48%	100.0%	15,751,644	15,745,326	15,706,704
Net Surplus (Loss)	-	-	68,099			(312,120)	(514,275)	(222,261)
Unassigned Fund Balance								
Beginning of Year	2,251,246	2,251,246	2,251,246					
End of Year	1,841,646	1,901,646	2,319,345					

Notes:

2020 Original Budget Balanced with Assignment of \$409,600 of Fund Balance

Engineering Contracted Services were overbudget due to construction inspections passed through to developers

Recycling expenditures saw an increase due to additional brush gridding with the uptick of EAB trees brought to the site

Most divisions that came in under budget had position vacancies leading to salary and benefit savings

Planning budgeted the contracted department analysis for \$50k in 2020 that will not occur until 2021



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: April 13, 2021
SUBJECT: April 2021 Finance and Personnel Work Plan

Attachments:
Finance-Personnel Work Plan(DOCX)

2021 Finance-Personnel Monthly Work Plan

Current Agenda Topics

Month	Agenda Topics
April	- Hearing of Operator License Denial - Ordinance Amending Section 14-25(6) of the Mequon Municipal Code Relating to the Sale of Intoxicating Liquor for Off-Premises Consumption - Final Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc. Project - Resolution Accepting Final Dedication and Authorizing Reimbursement for Public Improvements in the Amount of \$62,388, in Accordance with the Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC - Resolution Amending the Fiscal Year 2021 Compensation Plan for Non-Represented Employees to Eliminate the Police Department's Communications/Records Supervisor Position at Pay Grade 9 (\$51,218 - \$69,294) and Establish an Administrative Coordinator Position at Pay Grade 10 (\$55,314 - \$74,838) - Resolution Authorizing Execution of the Fourteenth-Amended Agreement for Operation of the Mid-Moraine Municipal Court Through April 30, 2051 - Resolution Approving an Agreement for Delinquent Personal Property Tax Account Collection Services with Waukesha County, Wisconsin - Resolution Designating Port Washington State Bank as the Public Depository for the City of Mequon

Future Agenda Topics

- Financial Policy and City Ordinance Reconciliation - Compensation Plan Analysis - Credit Card Acceptance Discussion	- User Fee Financial Policy - Life Insurance Review - Contract for Banking Services - Approve Contract for IT Needs Analysis
---	---

2021 Completed Items

- Approved a Conservation Easement Agreement Between the City of Mequon and MMSD for Approximately 66 Acres of Land Located Along Trinity Creek North of County Line Road and East of Wauwatosa - Approved a Budget Amendment for FY2020 - Amended Revolving Loan Fund Agreement with the Bartolotta Restaurant Group - Investment Portfolio Review by DANA	- Approved the Award of a Contract for Completion of an Analysis of the Community Development Dept. to Management Partners, Cincinnati, Ohio, in the Amount of \$53,900 - Approved the City of Mequon's Insurance Program for Fiscal Year 2021 - Adopted Initial Resolution Regarding Industrial Development Revenue Bond Financing for Copps Industries, Inc.
--	--