



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

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, March 10, 2020

7:00 PM

North Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approve Meeting Minutes
Action requested: review and approve
 - a. January 28 Minutes
 - b. February 11 Minutes
- 3) License applications
Action requested: review and approve
 - a. March 2020 Licenses
- 4) Vouchers for payment
Action requested: review and approve
 - a. February 2020 Voucher Approval List
- 5) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 3703** A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Scoreboard Improvements at Rotary and River Barn Parks.
 - b. **RESOLUTION 3704** A Resolution Denying the Unlawful Taxation Claim of Lake States Vending, Inc., Jackson, Wisconsin in the Amount of \$33.45
 - c. **RESOLUTION 3705** A Resolution Denying the Unlawful Taxation Claim of Red's Novelty Ltd., West Allis, Wisconsin, in the Amount of \$32.36
 - d. **RESOLUTION 3706** A Resolution Denying the Unlawful Taxation Claim of Wisconsin P&P Amusements, Inc., Brookfield, Wisconsin, in the Amount of \$57.38
- 6) Discussion Items
Action requested: discuss and take action as needed
 - a. Request for Proposals (RFP) - Community Development Analysis
- 7) Information Items
 - a. 2019 YTD Investment Report as of 12/31/19
 - b. Preliminary Budget Report as of December 31, 2019
 - c. March 2020 Work Plan

8) Adjourn

Dated: March 10, 2020

/s/ John Wirth, Chair

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

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

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



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, January 28, 2020
6:00 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Alderman Andrew Nerbun
Alderman Robert Strzelczyk
Mayor John Wirth
Alderman Mark Gierl -- **Absent**

Also Present: Assistant City Administrator Schoenemann, Police Chief Pryor, City Clerk Fochs, City Attorney Sajdak, Attorney Debbie Tomczyk

2) Ordinance

- a. **ORDINANCE 2020-1564** An Ordinance Repealing and Recreating Article III, Chapter 14 of the Mequon Municipal Code, in Connection with the Licensing of Various Second-Hand Resale Establishments

City Attorney Sajdak stated at the last Finance Personnel Committee meeting there were concerns raised about certain provisions in Ordinance 2020-1564. Attorney Sajdak noted that revisions were made after discussing the changes with the Mequon Police Department, the potential applicant who was present at the Committee's January 14 meeting, and with other police departments who utilize the NEWPRS system.

The following amendments were made to Ordinance 2020-1564: Sec. 14-51. - change (3) (d) Clothing to read: Clothing and accessories including shoes, sunglasses, and handbags; delete (3) (z); (9) (c) delete has a value of; Sec. 14-55. - records (b) (2) delete the word book and delete in such book; Sec. 14-51. (9) (c) changed to read, any transaction involving clothing offered for sale at less than \$200 or any other Article which is offered for sale at less than \$100.

Staff recommended maintaining two different licenses for articles and jewelry.

The Committee discussed the electronic reporting of sales NEWPRS (Northeastern Wisconsin Property Reporting System).

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

AYES: Nerbun, Strzelczyk

3) Motion to adjourn the meeting at 6:54 PM.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Nerbun, Strzelczyk

Respectfully Submitted,

Lina Prosser

Attachment: DRAFT Finance Personnel Meeting Minutes 1 28 2020 (4955 : January 28 Minutes)



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Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, February 11, 2020
7:00 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

- Alderman Mark Gierl
- Alderman Andrew Nerbun
- Alderman Robert Strzelczyk
- Mayor John Wirth

Also Present: City Administrator Jones, Finance Director Krueger, City Clerk Fochs, City Attorney Sajdak, Kevin Miller-M3 Insurance

2) Approve Meeting Minutes

a. January 2020 Minutes

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Gierl

AYES: Gierl, Nerbun, Strzelczyk
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3) License applications

a. February 2020 Licenses

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk
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4) Vouchers for payment

a. January 2020 Voucher Approval List

Attachment: DRAFT Finance Personnel Meeting Minutes 2 11 2020 (4956 : February 11 Minutes)

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Strzelczyk

AYES: Gierl, Nerbun, Strzelczyk

5) Resolutions

a. RESOLUTION 3692 A Resolution Amending Resolution 3284 to Update Authorized Signatories on the City of Mequon's BMO Harris N.A. Bank Accounts

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

b. RESOLUTION 3696 A Resolution Approving the Following in Connection with the City of Mequon's Insurance Program for Fiscal Year 2020: A) A Contract with Chubb Insurance, Warren, New Jersey, for Property Casualty Insurance in the Amount of \$31,037; B) A Contract with Employers Mutual Casualty Company, Des Moines, Iowa, for Auto, General, Law Enforcement, Workers' Compensation, Commercial Crime, Public Officials Legal and Umbrella Liability Coverage in the Amount of \$404,589; and C) A Contract with The Hartford Insurance Company, Hartford, Connecticut, for Accident Insurance in the Amount of \$1,299

Finance Director Krueger stated at the end of 2019 staff met with Kevin Miller of M3 Insurance to review the City's current insurance policies. The Committee was provided with the premium prices for both 2019 and 2020. Director Krueger noted the carriers recommended the 2020 insurance coverage and policies remain unchanged from 2019. Director Krueger mentioned that staff will be conducting a comprehensive review of the City's insurance contracts to identify possible areas of concern and/or cost savings during the 2020 calendar year, prior to the 2021 renewal. Kevin Miller of M3 insurance was present at the meeting to answer questions.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

6) Information Items

a. February 2020 Work Plan

The Committee did not have any topics to add to the work plan.

7) Motion to adjourn the meeting at 7:11 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

Respectfully Submitted,

Lina Prosser



11333 N. Cedarburg Road
Mequon, WI 53092-1930
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Office of City Clerk

TO: Finance-Personnel Committee
FROM: Caroline Fochs, City Clerk
DATE: March 5, 2020
SUBJECT: March 2020 Licenses

Chair and Members,

Following are recommended approvals:

New Operator Licenses – March 11, 2020 - June 30, 2021

Selah Grace Batiansila
N18 W6341 Carriage Trace, #151
Cedarburg, WI 53012
Employed by: North Shore Cinema

Adam Raymond Litchfield
310 E. Stuart Dr.
Oak Creek, WI 53154
Employed by: North Shore Cinema

Michael Patrick Baackes
1024 Lakefield Rd., #7
Grafton, WI 53024
Employed by: River Club of Mequon

Simon James Pfarr
W142 N9792 Amber Dr.
Germantown, WI 53022
Employed by: Foxtown Brewery

Brooke Ann Pinar
1631 E. Iron St.
Milwaukee, WI 53207
Employed by: Foxtown Brewery

Ian Scott Starkey
6663 Hillside Lane
Milwaukee, WI 53213
Employed by: Highland House

Conner Lee Sprenger
5699 N. Centerpark Way
Glendale, WI 53217
Employed by: North Shore Country Club

New Class “A” Beer and “Class A” Liquor License (Change of Owner) April 19, 2020 – June 30, 2020. *Contingent upon passing all inspections.

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

New Class “B” Beer and “Class B” Liquor License (Change of Owner) March 11, 2020 – June 30, 2020. *Contingent upon passing all inspections.

Elite Mequon LLC DBA Elite Sports Club Mequon
11616 N. Port Washington Rd.
Agent: Peter Goldman

New Class “B” Beer and “Class B” Liquor License (Change of Owner) March 11, 2020 – June 30, 2020. *Contingent upon passing all inspections.

HGC River Club, LLC DBA River Club of Mequon
12400 N. Ville du Parc Drive
Agent: John Edward Droesse

3-Month Renewal Peddlers, Canvassers, Solicitors or Transient Merchant License – March 11, 2020 – June 11, 2020

Edward Jones
6028 W. Mequon Rd.
Mequon, WI 53092
Request: Sell financial advising door-to-door

Applicant Name: Susan Fieweger Brotz

3-Month Renewal Peddlers, Canvassers, Solicitors or Transient Merchant License – March 15, 2020 – June 15, 2020

Edward Jones
108 W. Freistadt Rd.
Thiensville, WI 53092

Request: Face-to-face contact with the community offering to partner with them in order to establish strategies and processes to help them achieve their financial goals. Business cards handed out. No products will be sold at the door.

Applicant Name: Peterson Henry Apfelbach

Following are recommended denials:

None.



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Department of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: KAITLYN KRUEGER, FINANCE DIRECTOR
DATE: March 4, 2020
SUBJECT: February 2020 Voucher Approval List

Attachments:

February 2020 Voucher Approval List (PDF)

February 2020 AP Vendor Listing by Department (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	521,112.01
SPECIAL REVENUE FUND	900.00
PARKS & OPEN SPACE	0.00
REVOLVING LOAN FUND	0.00
DEBT SERVICE FUND	400.00
DEBT SERVICE TIF 2 FUND	0.00
DEBT SERVICE TIF 3 FUND	0.00
CAPITAL PROJECT FUND	52,728.05
SEWER UT FUND	23,825.43
SEWER CAPITAL	12,450.00
WATER UT FUND	48,398.71
WATER CAPITAL	13,697.77
FLEET SERVICES	0.00
TAX FIDUCIARY FUND	650.93
FIXED ASSETS FUND	
TOTAL	<u><u>674,162.90</u></u>

IN THE AMOUNT OF \$ 674,162.90 IS HEREBY CERTIFIED AS CORRECT
AND PROPERLY CHARGEABLE TO ACCOUNTS WITH FUNDS AVAILABLE THEREIN.

3/4/2020

WILLIAM JONES
CITY ADMINISTRATOR

Attachment: February 2020 Voucher Approval List (4976 : February 2020 Voucher Approval List)

City of Mequon A/P Vendor Listing by Department for February 2020

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	55743	LAW HEALTH BEN 2/21/20 P/R	20.00	02/21/2020	39436	0110	110000	224170
	10702	MEQUON FIRE & EMS ASSOCIATION	55547	UNION DUES 2/7/2020 P/R	820.00	02/07/2020	1001023	0110	110000	224160
	10707	MEQUON POLICE ASSOCIATION	55543	UNION DUES 2/7/2020 P/R	2,100.00	02/07/2020	1001024	0110	110000	224160
	10810	NORTH SHORE BANK FSB	55544	DEF COMP 2/7/2020 P/R	901.92	02/07/2020	36327	0110	110000	224101
	10810	NORTH SHORE BANK FSB	55544	DEF COMP 2/7/2020 P/R	60.00	02/07/2020	36327	0610	610000	224101
	10810	NORTH SHORE BANK FSB	55744	DEF COMP 2/21/20 P/R	901.92	02/21/2020	39446	0110	110000	224101
	10810	NORTH SHORE BANK FSB	55744	DEF COMP 2/21/20 P/R	60.00	02/21/2020	39446	0610	610000	224101
	11331	WIS SUPPORT COLLECTIONS TRUST	55545	SUPPORT ID 5956557 7532298 7657807 2/7/20 P/R	707.48	02/07/2020	36352	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	55545	SUPPORT ID 5956557 7532298 7657807 2/7/20 P/R	111.46	02/07/2020	36352	0610	610000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	55545	SUPPORT ID 5956557 7532298 7657807 2/7/20 P/R	111.46	02/07/2020	36352	0620	620000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	55745	SUPPORT 5956557 7532298 7844747 7657807 2/21/20	1,240.09	02/21/2020	39479	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	55745	SUPPORT 5956557 7532298 7844747 7657807 2/21/20	111.46	02/21/2020	39479	0610	610000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	55745	SUPPORT 5956557 7532298 7844747 7657807 2/21/20	111.46	02/21/2020	39479	0620	620000	224150
				Department Total	7,257.25					
CITY CLERK	10230	CONLEY PUBLISHING GROUP LTD	55631	PUBLICATION 12/29/19-1/25/20	173.22	02/14/2020	36353	0110	110112	680502
	10266	DAVIS & KUELTHAU S C	55454	BOA Attorney fees-Jaekels	1,282.42	02/07/2020	36301	0110	110112	683201
	10834	OFFICE DEPOT *	55627	OFFICE SUPPLIES	125.29	02/14/2020	36361	0110	110112	680101
	10834	OFFICE DEPOT *	55628	plaques	153.56	02/14/2020	36361	0110	110112	680101
	10834	OFFICE DEPOT *	55630	pens	19.18	02/14/2020	36361	0110	110112	680101
	10834	OFFICE DEPOT *	55670	4 cases copy paper	131.96	02/14/2020	36361	0110	110112	680103
	10834	OFFICE DEPOT *	55677	FILE CABINET, ENVELOPES, ETC	319.90	02/21/2020	39447	0110	110112	680101
	12468	U.S. LEGAL SUPPORT	55678	BOA REPORTER 2/6/20	345.00	02/21/2020	39471	0110	110112	683201
				Department Total	2,550.53					
INFO SERVI	10555	LEONARD MCCA W	55604	IT COORDINATION SERVICES 1/18-1/31/2020	3,940.20	02/07/2020	1001021	0110	110117	683201

Attachment: February 2020 AP Vendor Listing by Department (4976 : February 2020 Voucher Approval

City of Mequon A/P Vendor Listing by Department for February 2020

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
INFO SERVI	10555	LEONARD MCCA W	55746	IT COORDINATION SERVICES 2/1-2/14/2020	3,940.20	02/21/2020	1001034	0110	110117	683201
	12301	INTEGRATED SYSTEMS CORPORATION	55693	REMOTE BACKUP SERVICES MARCH	750.00	02/21/2020	39433	0110	110117	683202
	12448	THE OFFICE TECHNOLOGY GROUP	55606	100 HR BLOCK PROJ TIME	11,500.00	02/21/2020	39465	0110	110117	683201
	12448	THE OFFICE TECHNOLOGY GROUP	55607	IT MANAGED SERVICES & OFFICE 3	3,840.00	02/07/2020	36349	0110	110117	683201
	12448	THE OFFICE TECHNOLOGY GROUP	55607	IT MANAGED SERVICES & OFFICE 3	1,580.00	02/07/2020	36349	0110	110117	683202
	12448	THE OFFICE TECHNOLOGY GROUP	55623	CITY HALL SERVER RES 3665	43,866.44	02/21/2020	39465	0410	410790	730012
	12448	THE OFFICE TECHNOLOGY GROUP	55637	IT MANAGED SERVICES & OFFICE 3	4,217.00	02/21/2020	39465	0110	110117	683201
	12448	THE OFFICE TECHNOLOGY GROUP	55637	IT MANAGED SERVICES & OFFICE 3	1,596.00	02/21/2020	39465	0110	110117	683202
	12616	MIDWEST FIBER NETWORKS LLC	55483	CITY HALL 2 FIBER LINES	1,054.28	02/07/2020	36320	0110	110117	683202
	12616	MIDWEST FIBER NETWORKS LLC	55484	FIRE DEPT 1 FIBER LINE	150.48	02/07/2020	36320	0110	110117	683202
				Department Total	76,434.60					
FINANCE	10724	MID-MORAIN E MUNICIPAL COURT	55632	WARRANT SHAUNAT WINKKA S5817B2M06	439.00	02/14/2020	36357	0110	110000	224205
	11701	TYLER TECHNOLOGIES INC	55466	TYLER MANAGEMENT SERVICES SUPP 3/23/20-3/22/21	8,255.73	02/21/2020	39470	0110	110117	683202
	11809	M3 INSURANCE SOLUTIONS	55301	20/21 PROPERTY PACKAGE RENEWAL	31,037.00	02/14/2020	36356	0110	110118	683401
	11809	M3 INSURANCE SOLUTIONS	55302	2020 LIABILITY INSURANCE	202,297.00	02/14/2020	36356	0110	110000	224301
	12415	EXPRESS SERVICES INC	55608	CUSTOMER SERVICE COUNTER ATTEN	449.19	02/07/2020	36304	0110	110118	683201
	12415	EXPRESS SERVICES INC	55675	CUSTOMER SERVICE COUNTER	671.18	02/14/2020	36354	0110	110118	683201
	12645	SIEGMAN, ESTELLE	54063	REFUND OF OVERPAYMENT ON ACCOUNT 800526	932.84	02/14/2020	36392	0620	620000	103102
	12671	PROACTIVE TITLE SOLUTIONS LLC	55626	OVER PAYMENT OF UTILITIES 10019 N MEADOW LN 53092	126.03	02/07/2020	36334	0610	610000	103102
			Department Total	244,207.97						
ASSESSOR	10463	GROTA APPRAISALS LLC	55482	ASSESSOR ANNUAL CONTRACT FEBRUARY	17,050.00	02/21/2020	1001033	0110	110119	683201
				Department Total	17,050.00					
HR	10226	CONCENTRA MEDICAL CENTERS	55605	PRE=EMPLOYMENT PHYS	142.50	02/07/2020	36300	0110	110120	683201
	10226	CONCENTRA MEDICAL CENTERS	55748	pre-employment testing	45.00	02/21/2020	39415	0110	110120	683201

Attachment: February 2020 AP Vendor Listing by Department (4976 : February 2020 Voucher Approval

City of Mequon A/P Vendor Listing by Department for February 2020

4.a.b

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
HR	11830	ORGANIZATION DEVELOPMENT	55633	Pre-Employment Psychological ASSESSMENT	1,000.00	02/14/2020	36360	0110	110120	683201
	12673	COLUMBIA ST. MARY'S INC.	55673	Pre-Employment Screening JANUARY	170.00	02/21/2020	39405	0110	110120	683201
	12673	COLUMBIA ST. MARY'S INC.	55747	Pre-Employment Screening	60.00	02/21/2020	39405	0110	110120	683201
				Department Total	1,417.50					
LEGAL COUN	10159	BUELOW VETTER BUIKEMA OLSON & VLIET,	55634	2020 Legal Fees	110.00	02/21/2020	1001029	0110	110124	683312
				Department Total	110.00					
POLICE	10189	CEDARBURG, CITY OF	55565	SNIPER AMMUNITION	1,107.00	02/07/2020	1001018	0110	110235	680301
	10408	GALLS LLC	55560	PERSONNEL UNIFORMS & UNIFORM S	411.82	02/07/2020	36308	0110	110235	675101
	10408	GALLS LLC	55683	PERSONNEL UNIFORMS	124.99	02/14/2020	36355	0110	110235	675101
	10408	GALLS LLC	55684	PERSONNEL UNIFORMS	297.31	02/14/2020	36355	0110	110235	675101
	10408	GALLS LLC	55685	PERSONNEL UNIFORMS	129.98	02/14/2020	36355	0110	110235	675101
	10417	GENERAL COMMUNICATIONS INC	55561	RADIO EQUIPMENT REPAIR-SQD 19	150.00	02/07/2020	1001019	0110	110235	686550
	10417	GENERAL COMMUNICATIONS INC	55564	RADIO SYSTEMS MAINTENANCE 2020	19,380.00	02/07/2020	1001019	0110	110235	683202
	10426	GIERACH'S SERVICE INC	55556	TOWING SERVICES_DODGE CHALLENGER	148.00	02/21/2020	39422	0110	110235	683702
	10426	GIERACH'S SERVICE INC	55762	TOWING SERVICES - CHRYSLER 300	246.00	02/21/2020	39422	0110	110235	683702
	10439	GODIN GROCERS INC	55566	RETIREMENT HOSPITALITY_2/4/2020	51.96	02/21/2020	39423	0110	110235	680301
	10482	CITY OF HARTFORD	55822	LAW ENFORCEMENT PERSONNEL TRAINING	40.00	02/21/2020	39428	0110	110235	683501
	10482	CITY OF HARTFORD	55824	LAW ENFORCEMENT PERSONNEL TRAI	40.00	02/21/2020	39428	0110	110237	683501
	10659	BMO HARRIS BANK, N.A.	55562	OPEN RECORDS FEES	20.00	02/07/2020	36297	0110	110235	683702
	10736	MILW AREA TECHNICAL COLLEGE	52297	LAW ENFORCEMENT PERSONNEL TRAINING	19.55	02/14/2020	36359	0110	110235	683501
	10834	OFFICE DEPOT *	55763	OFFICE SUPPLIES	114.66	02/21/2020	39447	0110	110235	680101
	10866	WISCONSIN HUMANE SOCIETY	55764	STRAY ANIMAL SERVICE-JAN	40.00	02/21/2020	39475	0110	110235	683201
10931	PROSHRED SECURITY	55680	SHREDDING SERVICES-FEB	49.52	02/21/2020	39454	0110	110235	683201	
11067	SOMMER'S INC	55814	SQUAD REPAIR-REMOVE PD EQUIP&REPAIR ANY DAMAGE	1,210.50	02/21/2020	39462	0110	110235	686550	

Attachment: February 2020 AP Vendor Listing by Department (4976 : February 2020 Voucher Approval

City of Mequon A/P Vendor Listing by Department for February 2020

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	11101	STREICHER'S INC	55815	UNIFORMS & UNIFORM EQUIPMENT	100.00	02/21/2020	39463	0110	110235	675101
	11137	THOMSON REUTERS - WEST	55689	CLEAR INVESTIGATIVE ACCESS-JAN	141.78	02/21/2020	39466	0110	110235	683201
	11153	TRANS UNION LLC	55682	CREDIT HISTORY REPORTS12/26/19-01/25/20	117.64	02/21/2020	39469	0110	110235	683201
	11211	VERIZON WIRELESS SERVICES LLC	55568	CELL PHONE SERVICES 12/27/19-01/26/20	1,295.84	02/07/2020	36350	0110	110235	680504
	11211	VERIZON WIRELESS SERVICES LLC	55568	CELL PHONE SERVICES 12/27/19-01/26/20	1.06	02/07/2020	36350	0110	110239	680504
	11236	WAUKESHA COUNTY TECHNICAL COLLEGE	55567	LAW ENFORCEMENT PERSONNEL TRAINING	231.90	02/07/2020	36351	0110	110235	683501
	11244	WAUWATOSA, CITY OF	55688	AUTOMATED LICENSE RENEWAL	100.00	02/14/2020	36395	0110	110235	680501
	11295	WIS DEPT OF JUSTICE 2718	55690	WI DOJ CRIMINAL HISTORIES	126.00	02/21/2020	39477	0110	110235	683201
	11828	TKK ELECTRONICS LLC	55694	PC COMPUTER REPLACEMENT	1,860.00	02/21/2020	39467	0410	410791	730012
	12466	LANGUAGE LINE SERVICES INC	55681	LANGUAGE INTERPRETATION SERVICE-JAN	16.66	02/21/2020	39439	0110	110235	683702
	12651	AMAZON CAPITAL SERVICES, INC	55557	WORK SUPPLIES_GUN GLEANING EQUIPMENT	59.30	02/07/2020	36293	0110	110235	680301
	12651	AMAZON CAPITAL SERVICES, INC	55558	MISC WORK & OFFICE SUPPLIES	45.86	02/07/2020	36293	0110	110235	680101
	12651	AMAZON CAPITAL SERVICES, INC	55558	MISC WORK & OFFICE SUPPLIES	89.16	02/07/2020	36293	0110	110235	680301
	12651	AMAZON CAPITAL SERVICES, INC	55559	OFFICE SUPPLIES_DVDS BLU-RAY	35.90	02/07/2020	36293	0110	110235	680101
	12651	AMAZON CAPITAL SERVICES, INC	55687	WORK SUPPLIES & REPAIR	5.87	02/21/2020	39400	0110	110235	680301
	12651	AMAZON CAPITAL SERVICES, INC	55687	WORK SUPPLIES & REPAIR	69.00	02/21/2020	39400	0110	110235	686550
				Department Total	27,877.26					
FIRE / EMS	10025	ALADTEC INC	55586	ANNUAL SUBSCRIPTION FEE	1,895.00	02/07/2020	36292	0110	110236	683201
	10336	EMERGENCY MEDICAL PRODUCTS INC	55571	MEDICAL SUPPLIES	1,390.08	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55572	MEDICAL SUPPLIES	1,112.34	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55573	MEDICAL SUPPLIES	570.00	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55574	MEDICAL SUPPLIES	497.76	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55577	MEDICAL SUPPLIES	509.57	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55578	MEDICAL SUPPLIES	228.24	02/07/2020	36302	0110	110236	680301

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FIRE / EMS	10336	EMERGENCY MEDICAL PRODUCTS INC	55579	MEDICAL SUPPLIES	327.00	02/07/2020	36302	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	55753	MEDICAL SUPPLIES	189.11	02/21/2020	39419	0110	110236	680301
	10417	GENERAL COMMUNICATIONS INC	55570	RADIO REPAIRS	60.00	02/21/2020	1001031	0110	110236	686550
	10417	GENERAL COMMUNICATIONS INC	55575	RADIO REPAIRS	225.00	02/07/2020	1001019	0110	110236	686550
	10691	MENARDS	55593	SUPPLIES	35.85	02/07/2020	36317	0110	110236	680301
	10691	MENARDS	55594	SUPPLIES	5.99	02/07/2020	36317	0110	110236	680301
	10691	MENARDS	55758	SUPPLIES	59.98	02/21/2020	39441	0110	110236	680301
	10691	MENARDS	55759	SUPPLIES	128.86	02/21/2020	39441	0110	110236	680301
	10695	NELL ENTERPRISES, LLC	55589	BATTERIES	30.98	02/07/2020	36318	0110	110236	686550
	10699	MEQUON COPY MASTER	55592	ANNUAL REPORT	178.61	02/07/2020	36319	0110	110236	680101
	10736	MILW AREA TECHNICAL COLLEGE	52252	TRAINING EDUCATION	125.00	02/14/2020	36359	0110	110236	683501
	10928	CHENOSA SYSTEMS CORPORATION	55756	2020 ANNUAL MAINT & SUPPORT	1,080.12	02/21/2020	39453	0110	110236	683201
	10968	RELIANT FIRE APPARATUS INC	55584	SEAT BELT/BUCKLE CABLE	389.09	02/07/2020	36335	0110	110236	686550
	10968	RELIANT FIRE APPARATUS INC	55760	LIGHT	22.96	02/21/2020	39455	0110	110236	686550
	11211	VERIZON WIRELESS SERVICES LLC	55590	CELL SERVICE	320.08	02/07/2020	36350	0110	110236	680504
	11211	VERIZON WIRELESS SERVICES LLC	55591	CELL SERVICE	30.06	02/07/2020	36350	0110	110236	680504
	11559	PARATECH AMBULANCE SERVICE, INC.	55583	2020 YEARLY AFFILIATION FEE	300.00	02/07/2020	36330	0110	110236	683201
	11559	PARATECH AMBULANCE SERVICE, INC.	55587	CPR CERTIFICATES	210.00	02/07/2020	36330	0110	110236	680301
	11559	PARATECH AMBULANCE SERVICE, INC.	55588	CPR CERTIFICATES	20.00	02/07/2020	36330	0110	110236	680301
	11581	STAPLES BUSINESS ADVANTAGE	55585	OFFICE SUPPLIES	47.05	02/07/2020	36343	0110	110236	680101
	11930	AURORA MEDICAL CENTER GRAFTON LLC	55576	PHARMACEUTICALS	254.27	02/07/2020	36295	0110	110236	680301
	12135	TEN 2 COMMUNICATIONS LLC	55754	RADIOS/PAGERS	2,286.00	02/21/2020	39464	0110	110236	680401
	12231	NORTH SHORE COMPRESSOR & MACHINE	55580	QUARTERLY AIR SAMPLE SERVICE	464.09	02/07/2020	36328	0110	110236	683202

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FIRE / EMS	12336	AIRGAS USA, LLC	55581	OXYGEN SERVICE	392.73	02/07/2020	36291	0110	110236	680301
	12336	AIRGAS USA, LLC	55582	OXYGEN SERVICE	353.87	02/07/2020	36291	0110	110236	680301
	12336	AIRGAS USA, LLC	55761	OXYGEN SERVICE	353.87	02/21/2020	39399	0110	110236	680301
	12531	AIR ONE EQUIPMENT INC	55755	6 HELMETS	246.25	02/21/2020	39398	0110	110236	680401
	12628	WILLIAM R EMERY	55159	RECRUITMENT SITE SUBSCRIPTION	99.00	02/07/2020	36313	0110	110236	683201
	12628	WILLIAM R EMERY	55757	RECRUITMENT SITE SUBSCRIPTION	99.00	02/21/2020	39434	0110	110236	683201
				Department Total	14,537.81					
INSPECTION	11288	WIS DEPT OF ADMINISTRATION	55813	STATE SEALS & WATER CALCS	348.09	02/21/2020	39476	0110	110244	680301
				Department Total	348.09					
BLDG MAINT	10022	AHERN CO, J F	55803	HVAC REPAIRS	471.50	02/21/2020	39396	0110	110326	686502
	10045	AMERICAN INDUSTRIAL ALSCO	55707	DUST MOPS	113.24	02/21/2020	39401	0110	110326	683201
	10064	ARO LOCK AND DOOR CO INC	55703	3 CODE KEYS, 3 DUPL KEYS	66.00	02/21/2020	39404	0110	110326	680302
	10073	AT&T CORP	55696	TELEPHONE SERVICES - CITY HALL - FEB	122.18	02/21/2020	39406	0110	110326	680504
	10074	AT & T CORP	55695	ALARM CIRCUITS - FEBRUARY	84.30	02/21/2020	39407	0110	110326	683201
	10115	BELL TAPE INC	55800	CLEANING SUPPLIES	806.10	02/21/2020	1001027	0110	110326	680201
	10144	BRAUN THYSSENKRUPP ELEVATOR	55799	ELEVATOR MAINTENANCE	1,002.00	02/21/2020	39412	0110	110326	683201
	10472	HALLMAN/LINDSAY PAINTS INC	55805	PAINT SUPPLIES	114.72	02/21/2020	39427	0110	110326	680302
	10691	MENARDS	55524	PLUMBING PARTS/FUEL	24.71	02/07/2020	36317	0110	110326	680302
	10691	MENARDS	55701	BULBS	21.98	02/21/2020	39441	0110	110326	680303
	10691	MENARDS	55702	CITY HALL SUPPLIES	124.29	02/21/2020	39441	0110	110326	680302
	10886	PEST ARREST EXTERMINATING	55700	PEST CONTROL CONTRACT - JAN	115.00	02/21/2020	39451	0110	110326	683201
	11006	SAFETYMART	55705	FIRST AID SUPPLIES	23.30	02/21/2020	39457	0110	110326	680302
	12124	PACKERLAND RENT-A-MAT, INC.	55734	MAT CONTRACT - JANUARY	244.91	02/21/2020	39449	0110	110326	683201
	12124	PACKERLAND RENT-A-MAT, INC.	55735	MAT CONTRACT - DEC 19	244.91	02/21/2020	39449	0110	110326	683201

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BLDG MAINT	12124	PACKERLAND RENT-A-MAT, INC.	55770	MAT CONTRACT - FEB	248.58	02/21/2020	39449	0110	110326	683201
	12127	DOOR MASTER GARAGE DOOR CO, LLC.	55806	PD GARAGE DOOR SPRINGS	1,998.00	02/21/2020	39417	0110	110326	686502
	12311	JOHN A. GUETZKE & ASSOCIATES, INC.	55797	FIRE ALARM MONITORING (HWY)	350.00	02/21/2020	39426	0110	110326	683201
	12573	SANDALSTONE VENTURES INC	55708	CLEANING - CONTRACT JANUARY	1,061.00	02/21/2020	39473	0110	110326	683201
				Department Total	7,236.72					
FLEET SRVS	10063	ARING EQUIPMENT COMPANY LLC	55812	HYDRAULIC VALVE FOR 336	265.03	02/21/2020	39403	0110	110355	680301
	10102	BAUM HYDRAULICS CORPORATION	55503	HYDRAULIC FITTINGS	97.74	02/07/2020	36296	0110	110355	680301
	10135	BOBCAT PLUS INC	55767	CUTTING EDGE AND CHIPPER KNIVES	493.61	02/21/2020	39408	0110	110355	680301
	10321	EGELHOFF LAWN MOWER SERVICE INC	55733	TIRES FOR 407	461.80	02/21/2020	39418	0110	110355	680301
	10321	EGELHOFF LAWN MOWER SERVICE INC	55796	SOLENOID FOR 354	10.40	02/21/2020	39418	0110	110355	680301
	10360	JFTCO, INC	55490	ENGINE WORK ON 328	2,008.98	02/07/2020	36305	0110	110355	686550
	10360	JFTCO, INC	55491	FABICK SERVICE CALL 336	720.95	02/07/2020	36305	0110	110355	686550
	10360	JFTCO, INC	55527	FUEL INJECTORS FOR 328	1,347.08	02/07/2020	36305	0110	110355	680301
	10360	JFTCO, INC	55614	FUEL INJECTOR CORE RETURN	-903.24	02/07/2020	36305	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55336	RETURNED FILTER AND STARTER	-263.68	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55513	WASHER FLUID	61.92	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55514	OIL FILTERS	14.04	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55515	PUMP CORE CHARGE	67.20	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55516	U-JOINTS FOR 956	17.34	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55517	POWER STEERING PUMP 501	155.23	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55518	IGNITION PARTS SQUAD 7	202.62	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55519	IGNITION COIL SQUAD 7	40.71	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55520	IGNITION COIL FOR SQUAD 7	40.71	02/07/2020	36306	0110	110355	680301
10362	ELLIOT AUTO SUPPLY CO INC	55521	SPARK PLUG SQUAD 6	25.74	02/07/2020	36306	0110	110355	680301	

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FLEET SRVS	10362	ELLIOT AUTO SUPPLY CO INC	55522	HEADLIGHT BULB	20.03	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55615	PUMP CORE RETURN	-67.20	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55616	BATTERY CORE CREDIT	-20.50	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55617	PARTS RETURN	-176.88	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55620	DEFECTIVE PUMP RETURN	-155.23	02/07/2020	36306	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55722	SMALL ENGINE OIL	10.92	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55723	BATTERY FOR SQUAD 14	99.44	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55724	AIR FILTERS	17.98	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55728	BEARINGS FOR 956	560.94	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55729	FRONT END PARTS FOR 956	79.23	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55730	TRANSMISSION FLUID	31.90	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55731	OIL FILTER	12.71	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55775	OIL	6.38	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55807	TRIANGLE KIT	30.71	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55808	HEAD LIGHT	20.03	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55809	BULBS & CLEANER	76.98	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55810	BATTERIES FOR TRUCK HOIST	300.06	02/21/2020	39420	0110	110355	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55811	BRAKE PARTS FOR SQUAD 7	131.05	02/21/2020	39420	0110	110355	680301
	10364	FALLS AUTO PARTS AND SUPPLIES INC	55507	TRANSMISSION PARTS 954	19.99	02/07/2020	36307	0110	110355	680301
	10364	FALLS AUTO PARTS AND SUPPLIES INC	55508	TRANSMISSION PARTS FOR 954	136.99	02/07/2020	36307	0110	110355	680301
	10364	FALLS AUTO PARTS AND SUPPLIES INC	55509	TRANSMISSION PARTS 954	119.87	02/07/2020	36307	0110	110355	680301
	10389	FORCE AMERICA DISTRIBUTING INC	55768	PLOW CONTROL SWITCHES	647.33	02/21/2020	39421	0110	110355	680301
10389	FORCE AMERICA DISTRIBUTING INC	55776	PLOW CONTROL SWITCHES	90.63	02/21/2020	39421	0110	110355	680301	

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FLEET SRVS	10451	GRAY'S INC	55715	SNOW PLOW CUTTING EDGES	1,952.00	02/21/2020	39425	0110	110355	680301
	10451	GRAY'S INC	55787	GRADER BLADE	172.00	02/21/2020	39425	0110	110355	680301
	10487	ROBERT J HAUSER	55504	ALTERNATOR & STARTER	213.00	02/07/2020	36311	0110	110355	680301
	10516	HUMPHREY SERVICE PARTS INC	55500	AIR & OIL FILTERS	222.48	02/07/2020	36312	0110	110355	680301
	10516	HUMPHREY SERVICE PARTS INC	55711	OIL FILTERS	31.55	02/21/2020	39430	0110	110355	680301
	10536	INDUSTRIAL MARKETING AND CONSULTING INC	55725	SNOW BLOWER CUTTING EDGE	342.11	02/21/2020	39432	0110	110355	680301
	10536	INDUSTRIAL MARKETING AND CONSULTING INC	55788	HOLDER PARTS	425.27	02/21/2020	39432	0110	110355	680301
	10582	KAESTNER AUTO ELECTRIC CO	55505	WIRE CONNECTORS	58.23	02/07/2020	36314	0110	110355	680301
	10582	KAESTNER AUTO ELECTRIC CO	55718	LIGHTS FOR 961	320.00	02/21/2020	39435	0110	110355	680301
	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	55771	ALTERNATOR FOR 314	189.25	02/21/2020	39437	0110	110355	680301
	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	55792	IPR VALVE 302	323.22	02/21/2020	39437	0110	110355	680301
	10621	LAKESIDE INTERNATIONAL TRUCKS, LLC	55793	FUEL FILTERS	76.71	02/21/2020	39437	0110	110355	680301
	10908	POMPS TIRE SERVICE INC	55712	TIRES FOR 950	208.02	02/21/2020	1001035	0110	110355	680301
	11004	SAFETY-KLEEN SYSTEMS INC	55523	DRAIN OIL DISPOSAL	20.00	02/07/2020	36337	0110	110355	680402
	11004	SAFETY-KLEEN SYSTEMS INC	55714	OIL FILTER RECYCLING	882.69	02/21/2020	39456	0110	110355	680402
	11185	UNIVERSAL TRUCK EQUIPMENT INC	55778	WING PUSH ARM FOR 314	651.50	02/21/2020	39472	0110	110355	680301
	11212	VERMEER WISCONSIN INC	55794	KNIFE SHARPENING	106.00	02/21/2020	39474	0110	110355	680301
	11280	GOODYEAR COMMERICAL TIRE	55498	MOUNT TIRE 337	50.50	02/07/2020	36309	0110	110355	686550
	11280	GOODYEAR COMMERICAL TIRE	55802	2 TIRE REPAIRS ON 329	490.55	02/21/2020	39424	0110	110355	686550
	11484	TODDS TOOLS	55786	TJ'S TOOL ALLOWANCE	150.00	02/21/2020	39468	0110	110355	675102
	11503	MID-STATE GROUP, INC.	55732	HYDRAULIC FILTERS FOR 407	57.70	02/21/2020	39444	0110	110355	680301
	12228	GORDIE BOUCHER VILLAGE FORD	55510	IGNITION COIL SQUAD 6	46.65	02/07/2020	36310	0110	110355	680301
	12228	GORDIE BOUCHER VILLAGE FORD	55511	IGNITION COIL SQUAD 6	93.30	02/07/2020	36310	0110	110355	680301

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FLEET SRVS	12253	MCMASTER-CARR SUPPLY COMPANY	55501	PLOW BOLTS	219.96	02/07/2020	36316	0110	110355	680301
	12253	MCMASTER-CARR SUPPLY COMPANY	55777	NUTS AND BOLTS	167.28	02/21/2020	39440	0110	110355	680301
	12336	AIRGAS USA, LLC	55727	TORCH TANK RENTAL	164.97	02/21/2020	39399	0110	110355	680301
	12336	AIRGAS USA, LLC	55795	WELDER PARTS	359.00	02/21/2020	39399	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	55713	AIR CYL	193.40	02/21/2020	39411	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	55719	AIR DRYER FOR 317	209.48	02/21/2020	39411	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	55720	AIR DRYER PARTS	70.53	02/21/2020	39411	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	55721	BATTERIES FOR 318	189.00	02/21/2020	39411	0110	110355	680301
	12400	BRAKE & EQUIPMENT CO INC	55773	BATTERIES FOR 803	189.00	02/21/2020	39411	0110	110355	680301
	12542	FPR INVESTMENTS, LLC	55502	HOSE FOR HOLDER	105.96	02/07/2020	36336	0110	110355	680301
				Department Total	15,808.85					
ENGINEERIN	10347	ENVIRONMENTAL SYSTEMS RESEARCH	55546	ARCGIS SUBSCRIPTION	1,950.00	02/07/2020	36303	0110	110358	683201
	10347	ENVIRONMENTAL SYSTEMS RESEARCH	55546	ARCGIS SUBSCRIPTION	1,950.00	02/07/2020	36303	0610	610669	683201
	10347	ENVIRONMENTAL SYSTEMS RESEARCH	55546	ARCGIS SUBSCRIPTION	1,950.00	02/07/2020	36303	0620	620679	923001
	11062	RASMITH, INC	55636	RANGE LINE RD/WATER DESIGN	6,201.61	02/14/2020	36393	0410	410780	720011
	11062	RASMITH, INC	55636	RANGE LINE RD/WATER DESIGN	1,247.77	02/14/2020	36393	0621	621799	730015
	11062	RASMITH, INC	55704	CONSTRUCTION INSPECTION SITE C FOXTOWN	7,758.82	02/21/2020	39461	0110	110358	683202
	12233	AILCO EQUIPMENT FINANCING GROUP INC.	55706	PLOTWAVE 345 COPIES-SCANS	310.00	02/21/2020	39397	0110	110358	688101
				Department Total	21,368.20					
HIGHWAY	10137	BOEHLKE BOTTLED GAS CORP	55533	PROPANE FOR BUNK BURNER AND FORK LIFT	405.50	02/21/2020	39409	0110	110359	680321
	10137	BOEHLKE BOTTLED GAS CORP	55804	3 BEAM CUPS & 2 U CLAMPS	15.95	02/21/2020	39409	0110	110359	680321
	10321	EGELHOFF LAWN MOWER SERVICE INC	55525	CHAIN SHARPEN (5)	39.75	02/21/2020	39418	0110	110359	680321
	10321	EGELHOFF LAWN MOWER SERVICE INC	55526	BAR OIL & MIX OIL	47.85	02/21/2020	39418	0110	110359	680321
	10428	GILLITZER ELEC CO LTD, FRANK	55798	REPAIR STREET LIGHT IN INDUSTRIAL PARK	680.38	02/21/2020	1001032	0110	110359	686550

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HIGHWAY	10484	HARTMANN SAND & GRAVEL CO, INC	55532	SAND FOR GRAVEL ROADS	180.96	02/21/2020	39429	0110	110359	680320
	10484	HARTMANN SAND & GRAVEL CO, INC	55791	SAND FOR GRAVEL ROADS FOR TRACTION/ICE	180.64	02/21/2020	39429	0110	110359	680320
	10624	LANGE ENTERPRISES OF WISCONSIN INC	55530	INFORMATIONAL SIGNS FOR BEAR ARMS LLC	417.31	02/21/2020	39438	0110	110359	680322
	10625	LANNON STONE PRODUCTS, INC.	55364	38.11 TON OF 1 1/4 GRAVEL FOR CULVERTS	314.41	02/07/2020	1001022	0110	110359	680321
	11006	SAFETYMART	55736	FIRST AID KIT REFILL & GLOVES FOR CLEANING	45.15	02/21/2020	39457	0110	110359	680321
	11044	SHERWIN INDUSTRIES INC	55531	1,520 POUNDS MASTIC ONE REPAIR BRIDGE DECKS	896.80	02/07/2020	36338	0110	110359	680321
	11044	SHERWIN INDUSTRIES INC	55789	5.18 TON FIBER MIX FOR POT HOLES	585.34	02/21/2020	39460	0110	110359	680321
	11195	USIC LOCATING SERVICES INC	55595	FIBER LOCATES - JANUARY	280.06	02/21/2020	1001036	0110	110359	683201
	12529	MORTON SALT, INC.	55596	1501 TON OF ROAD SALT	98,309.10	02/07/2020	36326	0110	110359	680320
	12652	COMPLETE LAWN AND LANDSCAPE SUPPLIES LLC	55597	DE-ICING CHEMICALS FOR SIDEWALKS	401.31	02/07/2020	36299	0110	110359	680320
				Department Total	102,800.51					
RECYCLING	10909	PORT-A-JOHN, INC.	55716	BRUSH SITE PORT A JOHN - FEBRUARY	71.00	02/21/2020	39452	0110	110368	683201
				Department Total	71.00					
PARKS	10137	BOEHLKE BOTTLED GAS CORP	55495	MISC HOOKS	18.00	02/21/2020	39409	0110	110474	680342
	10202	CHOICE CUTS TREE SERVICE LLC	55742	EMERALD ASH REMOVAL ON BUNTROCK	800.00	02/21/2020	39414	0410	410798	730017
	10472	HALLMAN/LINDSAY PAINTS INC	55738	EXT PRIMER FOR CEDAR @ ROTARY PAVILION	103.99	02/21/2020	39427	0110	110474	680301
	10472	HALLMAN/LINDSAY PAINTS INC	55739	PAINT FOR ROTARY DOORS	218.23	02/21/2020	39427	0110	110474	680301
	10472	HALLMAN/LINDSAY PAINTS INC	55740	PRIMER FOR KITCHEN WALLS UNDER WINDOW	37.49	02/21/2020	39427	0110	110474	680301
	10472	HALLMAN/LINDSAY PAINTS INC	55741	PAINT FOR BATHROOM FLOORS	140.95	02/21/2020	39427	0110	110474	680301
	10639	SCHOESSOW, CARY A.	55494	VINYL MEQUON STICKERS FOR SMALL EQUIPMENT	25.00	02/21/2020	39459	0110	110474	680301
	10691	MENARDS	55497	CLEAR COAT FOR REUTER FLOOR (KITCHEN)	83.90	02/07/2020	36317	0110	110474	680340
	10695	NELL ENTERPRISES, LLC	55492	FLOOR CLEANER RIVER BARN	17.44	02/07/2020	36318	0110	110474	680342
	10695	NELL ENTERPRISES, LLC	55493	PAINT SUPPLIES ROTARY FLOODS	11.86	02/21/2020	39443	0110	110474	680340
	10695	NELL ENTERPRISES, LLC	55496	KEYS FOR HOLDING TANK @ ROTARY	6.99	02/07/2020	36318	0110	110474	680340

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Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
PARKS	11326	WIS PUMP AND SUMP INC	55737	PUMP ROTARY PAVILIONS	390.00	02/21/2020	39478	0110	110474	683201
	12339	T.A. NOVAK BLINDS LLC	55512	6 NEW BLINDS AT RIVER BARN	1,014.00	02/07/2020	36344	0110	110474	680342
				Department Total	2,867.85					
PLANNING	11012	SCG & ASSOCIATES, LLC	55552	PC LANDSCAPE CONSULTANT	500.00	02/21/2020	39458	0110	110578	683102
	11366	BRUCE C KRESS	55569	ENFORCEMENT OFFICER JANUARY	333.00	02/14/2020	1001026	0110	110244	683201
	11366	BRUCE C KRESS	55569	ENFORCEMENT OFFICER JANUARY	1,667.00	02/14/2020	1001026	0110	110578	683201
				Department Total	2,500.00					
SEWER	10137	BOEHLKE BOTTLED GAS CORP	55506	HAND TORCHES/BOTTLES & DISPOSABLE GLOVES	73.96	02/21/2020	39409	0610	610669	680301
	10137	BOEHLKE BOTTLED GAS CORP	55539	PIPE FOR STATION "0"	9.99	02/07/2020	36298	0610	610669	680301
	10137	BOEHLKE BOTTLED GAS CORP	55540	HARDWARE CLOTH FOR GEN HUT A	60.67	02/07/2020	36298	0610	610669	680301
	10137	BOEHLKE BOTTLED GAS CORP	55541	HARDWARE CLOTH FOR GEN HUT "D"	41.31	02/07/2020	36298	0610	610669	680301
	10137	BOEHLKE BOTTLED GAS CORP	55542	TOUCH UP PAINT	3.59	02/07/2020	36298	0610	610669	680301
	10341	ENERGENECS INC	55529	POLICE SCADA ANTENNA WORK	362.50	02/21/2020	1001030	0610	610669	695105
	10341	ENERGENECS INC	55717	TESTED PIC INPUTS/NEW FLOAT AT "A"	2,515.02	02/21/2020	1001030	0610	610669	695105
	10341	ENERGENECS INC	55801	SCADA COMPUTER (#3673-19-S)	12,450.00	02/21/2020	1001030	0611	611799	730012
	10341	ENERGENECS INC	55801	SCADA COMPUTER (#3673-19-S)	12,450.00	02/21/2020	1001030	0621	621799	730012
	10362	ELLIOT AUTO SUPPLY CO INC	55499	BATTERY FOR KOHLER GENERATOR	169.27	02/07/2020	36306	0610	610669	680301
	10362	ELLIOT AUTO SUPPLY CO INC	55535	DEF DIESEL EXHAUST FLUID FOR JET	35.96	02/07/2020	36306	0610	610669	680301
	10428	GILLITZER ELEC CO LTD, FRANK	55548	LIFT STATION A ELEC.	6,089.14	02/07/2020	1001020	0610	610669	695105
	10585	KAPUR & ASSOCOCIATES INC	55402	METER ANALYSIS #3630	4,708.00	02/07/2020	36315	0610	610669	683101
	10585	KAPUR & ASSOCOCIATES INC	55403	SUBMITTAL REVIEWS (QPJS)	630.00	02/07/2020	36315	0610	610669	695103
	10585	KAPUR & ASSOCOCIATES INC	55404	SEWER REHAB INSP. (#3804)	3,918.74	02/07/2020	36315	0610	610669	695103
	10691	MENARDS	55699	PLYWOOD FOR STATION WORK	170.80	02/21/2020	39441	0610	610669	680301
10691	MENARDS	55709	2 LOCKS FOR PORTABLE PUMPS	49.88	02/21/2020	39442	0610	610669	680301	

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SEWER	10695	NELL ENTERPRISES, LLC	55534	BOLTS FOR GEN HUT "D"	9.89	02/21/2020	39443	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55536	LOCK FOR GEN HUT "A"	21.55	02/07/2020	36318	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55537	BOLTS FOR GEN HUT A	9.89	02/07/2020	36318	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55538	PIPE NIPPLES FOR STATIONS	38.05	02/07/2020	36318	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55553	SCREWS FOR GEN "D" LIGHT	0.29	02/21/2020	39443	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55554	TRAILER LOCK	14.39	02/21/2020	39443	0610	610669	680301
	10695	NELL ENTERPRISES, LLC	55726	BOLTS/WASHERS FOR "P"	1.99	02/21/2020	39443	0610	610669	680301
	12666	ARCH ELECTRIC INC.	55550	ENERGY FEASIBILITY STUDY (#3617)	1,050.00	02/07/2020	36294	0610	610669	683101
				Department Total	44,884.88					
WATER	10755	CITY OF MILWAUKEE	55625	PURCHASED WATER FEBRUARY	45,174.32	02/07/2020	36321	0620	620679	602001
				Department Total	45,174.32					
DIRECT INV	10052	AMERICAN SOLUTIONS FOR BUSINESS	55624	BLANK CHECK STOCK	300.68	02/21/2020	39402	0110	110118	680502
	10137	BOEHLKE BOTTLED GAS CORP	55618	MISC HARDWARE	19.48	02/07/2020	36298	0620	620679	662002
	10137	BOEHLKE BOTTLED GAS CORP	55619	MISC HARDWARE	61.59	02/07/2020	36298	0620	620679	663002
	10189	CEDARBURG, CITY OF	55599	PUBLIC SAFETY SERVICES CARLSON PREMISES 2019	2,979.04	02/07/2020	1001018	0110	110101	683702
	10192	CENTRAL ENGRAVING LLC	55668	NAME PLATES KRUEGER & WILKE	27.50	02/21/2020	39413	0110	110118	680101
	10276	DELTA DENTAL OF WISCONSIN INC	55749	DENTAL GROUP 01905 001 3/1-3/31/20	6,488.60	02/21/2020	39416	0110	110000	224120
	10276	DELTA DENTAL OF WISCONSIN INC	55749	DENTAL GROUP 01905 001 3/1-3/31/20	190.63	02/21/2020	39416	0110	110000	224120
	10276	DELTA DENTAL OF WISCONSIN INC	55749	DENTAL GROUP 01905 001 3/1-3/31/20	600.46	02/21/2020	39416	0610	610000	224120
	10276	DELTA DENTAL OF WISCONSIN INC	55749	DENTAL GROUP 01905 001 3/1-3/31/20	19.38	02/21/2020	39416	0620	620000	224120
	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	3,163.30	02/07/2020	1001025	0110	110000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	313.37	02/07/2020	1001025	0610	610000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	16.43	02/07/2020	1001025	0620	620000	224130
	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	1.75	02/07/2020	1001025	0620	620000	224163

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Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	14.00	02/07/2020	1001025	0610	610000	224163
	10757	SECURIAN LIFE INSURANCE COMPANY	55610	LIFE INSC UNIT 33302 POLICY 2832L 3/1-3/31/20	131.25	02/07/2020	1001025	0110	110000	224163
	10784	MUSKEGO, CITY OF	55598	MMSD 2050 FACILITY PLAN REVIEW	493.77	02/21/2020	39445	0610	610669	683101
	10824	NORTHSTAR PRINTING & GRAPHICS	55602	BUSINESS CARDS K KRUEGER, M WILKE, K SEIDL	73.72	02/07/2020	36329	0110	110118	680101
	10824	NORTHSTAR PRINTING & GRAPHICS	55602	BUSINESS CARDS K KRUEGER, M WILKE, K SEIDL	36.86	02/07/2020	36329	0110	110358	680101
	10862	OZAUKEE COUNTY REGISTER/DEEDS	55783	DOCUMENT RECORDING FEES	1,000.00	02/21/2020	39448	0110	110578	680502
	10884	PERSONALIZED AWARDS	55485	AWARD RETIREMENT T BANNON	72.00	02/07/2020	36333	0110	110101	683702
	10898	PITNEY BOWES	55676	POSTAGE ACCT 17061995	4,000.00	02/14/2020	36391	0110	110112	680505
	12175	BRANDEMUEHL, MICHAEL	55782	FUEL REIMB	27.84	02/21/2020	1001028	0110	110235	680402
	12380	BOND TRUST SERVICES CORP	55672	SERIES 2019A / 54555-PA	400.00	02/21/2020	39410	0310	310000	683601
	12405	TELECOM ONE, INC	55640	PHONE LINES	238.45	02/14/2020	36394	0110	110235	680504
	12405	TELECOM ONE, INC	55640	PHONE LINES	59.61	02/14/2020	36394	0110	110236	680504
	12405	TELECOM ONE, INC	55640	PHONE LINES	298.06	02/14/2020	36394	0110	110117	680504
	12444	IMPACT ACQUISITIONS, LLC	55692	COPY OVERAGE CHARGE 9/1-11/30/19	53.11	02/21/2020	39431	0110	110118	688101
	12616	MIDWEST FIBER NETWORKS LLC	55674	2 FIBERS 1/1-12/31/2020 ANNUAL MAINT	1,500.00	02/14/2020	36358	0110	110117	683202
	90001	TEMP STAFF REIMB	55486	BOOTS REIMB COST EQUAL TO DEPT BOOTS	128.00	02/07/2020	36341	0110	110236	680401
	90001	TEMP STAFF REIMB	55487	REIMB POSTAGE	13.23	02/07/2020	36340	0110	110236	680505
	90001	TEMP STAFF REIMB	55603	REIMB CELL PHONE USE	100.00	02/07/2020	36342	0110	110244	680504
	90001	TEMP STAFF REIMB	55609	BADGE BOOKS TRAINING WAUKESHA MILE REIMB	33.81	02/07/2020	36339	0110	110113	683201
	90002	PARK REFUNDS	55613	REFUND DEPOSIT SOMMER PAV 10/20/19	200.00	02/07/2020	36331	0110	110000	229101
	90002	PARK REFUNDS	55638	REFUND / CANCELLED REUTER PAV RENTAL 9/26/20	200.00	02/14/2020	36363	0110	110000	229101
	90002	PARK REFUNDS	55639	REFUND / CANCELLED SOMMER PAV RENTAL 9/5/20	200.00	02/14/2020	36362	0110	110000	229101
	90005	TAX CHECK REFUNDS	43801	TAX REFUND 141620008000	34.01	02/07/2020	36348	0810	810000	103105

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DIRECT INV	90005	TAX CHECK REFUNDS	55456	TAX REFUND 140820428001	357.82	02/07/2020	36345	0810	810000	103105
	90005	TAX CHECK REFUNDS	55621	TAX REFUND 141040041000	74.07	02/07/2020	36346	0810	810000	103105
	90005	TAX CHECK REFUNDS	55622	TAX REFUND 140190500300	185.03	02/07/2020	36347	0810	810000	103105
	90006	PERMIT REFUNDS	55600	REFUND B-33028S PMT	900.00	02/07/2020	36332	0220	220820	469106
	90006	PERMIT REFUNDS	55600	REFUND B-33028S PMT	5,265.00	02/07/2020	36332	0110	110000	442101
	90006	PERMIT REFUNDS	55600	REFUND B-33028S PMT	483.00	02/07/2020	36332	0110	110000	229102
	90006	PERMIT REFUNDS	55641	INSP DEPOSIT REFUND 1515 W MEQUON RD	62.00	02/14/2020	36364	0110	110000	229102
	90006	PERMIT REFUNDS	55642	INSP DEPOSIT REFUND 10940 N HIGHLANDER CT	61.00	02/14/2020	36365	0110	110000	229102
	90006	PERMIT REFUNDS	55643	INSP DEPOSIT REFUND 5375 W CAIRDEL LN	138.00	02/14/2020	36366	0110	110000	229102
	90006	PERMIT REFUNDS	55644	INSP DEPOSIT REFUND 2417 W LAGOON CT	61.00	02/14/2020	36367	0110	110000	229102
	90006	PERMIT REFUNDS	55645	INSP DEPOSIT REFUND 13633 N LAKE VISTA CT	61.00	02/14/2020	36368	0110	110000	229102
	90006	PERMIT REFUNDS	55646	INSP DEPOSIT REFUND 3308 W HIGHLAND DR	61.00	02/14/2020	36369	0110	110000	229102
	90006	PERMIT REFUNDS	55647	INSP DEPOSIT REFUND 2636 W LAKE VISTA CT	61.00	02/14/2020	36370	0110	110000	229102
	90006	PERMIT REFUNDS	55648	INSP DEPOSIT REFUND 10413 N RIVERVIEW CT	61.00	02/14/2020	36371	0110	110000	229102
	90006	PERMIT REFUNDS	55649	INSP DEPOSIT REFUND 8539 W HOLLY RD	61.00	02/14/2020	36372	0110	110000	229102
	90006	PERMIT REFUNDS	55650	INSP DEPOSIT REFUND 11275 N ASHBURY WOODS DR	61.00	02/14/2020	36373	0110	110000	229102
	90006	PERMIT REFUNDS	55651	INSP REFUND 4419 MEADOW CIR / 3717 SHERBROOKE	122.00	02/14/2020	36374	0110	110000	229102
	90006	PERMIT REFUNDS	55652	INSP DEPOSIT REFUND 3421 W CLUBVIEW CT	61.00	02/14/2020	36375	0110	110000	229102
	90006	PERMIT REFUNDS	55653	INSP DEPOSIT REFUND 11417 N CANTERBURY DR	61.00	02/14/2020	36376	0110	110000	229102
	90006	PERMIT REFUNDS	55654	INSP DEPOSIT REFUND 2508 W NORWAY DR	61.00	02/14/2020	36378	0110	110000	229102
	90006	PERMIT REFUNDS	55655	INSP DEPOSIT REFUND 11646 N ANNETTE AVE	61.00	02/14/2020	36377	0110	110000	229102
	90006	PERMIT REFUNDS	55656	INSP DEPOSIT REFUND 10934 N RIVER RD	61.00	02/14/2020	36379	0110	110000	229102
	90006	PERMIT REFUNDS	55657	INSP DEPOSIT REFUND 5300 W ELMHURST DR	61.00	02/14/2020	36380	0110	110000	229102

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DIRECT INV	90006	PERMIT REFUNDS	55658	INSP DEPOSIT REFUND 8320 W MOURNING DOVE LN	82.00	02/14/2020	36381	0110	110000	229102
	90006	PERMIT REFUNDS	55659	INSP DEPOSIT REFUND 11751 N SOLAR AVE	61.00	02/14/2020	36382	0110	110000	229102
	90006	PERMIT REFUNDS	55660	INSP DEPOSIT REFUND 10630 N HIDDEN RESERVE CIR	61.00	02/14/2020	36383	0110	110000	229102
	90006	PERMIT REFUNDS	55661	INSP DEPOSIT REFUND 10030 N SUNNYCREST DR	61.00	02/14/2020	36384	0110	110000	229102
	90006	PERMIT REFUNDS	55662	INSP DEPOSIT REFUND 12322 N WOODFIELD CT	61.00	02/14/2020	36385	0110	110000	229102
	90006	PERMIT REFUNDS	55663	INSP DEPOSIT REFUND 11054 N WESTVIEW LN	61.00	02/14/2020	36386	0110	110000	229102
	90006	PERMIT REFUNDS	55664	INSP DEPOSIT REFUND 11724 N SHORECLIFF LN	61.00	02/14/2020	36387	0110	110000	229102
	90006	PERMIT REFUNDS	55665	INSP DEPOSIT REFUND 11949 N WAUWATOSA RD	61.00	02/14/2020	36388	0110	110000	229102
	90006	PERMIT REFUNDS	55666	INSP DEPOSIT REFUND 11054 WESTVIEW LN	61.00	02/14/2020	36389	0110	110000	229102
	90006	PERMIT REFUNDS	55667	INSP DEPOSIT REFUND 8990 HIGHLANDER 8960 EAGLE CT	218.00	02/14/2020	36390	0110	110000	229102
	90006	PERMIT REFUNDS	55691	LIQUOR LICENSE REFUND OVERPAYMENT	415.00	02/21/2020	39450	0110	110000	440101
	90007	MISC REFUNDS	55488	MAILBOX DAMAGE COMPENSATION	50.00	02/07/2020	36323	0110	110359	680320
	90007	MISC REFUNDS	55489	MAILBOX DAMAGE COMPENSATION	50.00	02/07/2020	36325	0110	110359	680320
	90007	MISC REFUNDS	55601	ESCROW RELEASE RDC INVESTMENTS DRAINAGE	6,325.71	02/07/2020	36322	0110	110000	229152
	90007	MISC REFUNDS	55611	NSPWA ANNUAL DUES	100.00	02/07/2020	36324	0110	110359	680501
				Department Total	39,659.56					
				Grand Total	\$674,162.90					

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11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2945
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Finance-Personnel Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 19, 2020
SUBJECT: RESOLUTION 3703 A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Scoreboard Improvements at Rotary and River Barn Parks

Background

TMYBA (Thiensville Mequon Youth Baseball Association) soon to be known as Mequon-Thiensville Little League/Mequon Heat has secured funds and expressed interest in installing two scoreboards; one located is at the City's River Barn Park for #3 diamond and the other is at Rotary Park for Schmit Field. A donation from Port Washington State bank will fund most of the installation, with TMYBA or other donor making up the difference. TMYBA understands that the City will not financially participate in the process. The scoreboards will improve the overall user experience of both ballfields. Both Field #3 and Schmit Field are considered the premier fields at each of those respective locations, and the installation of the scoreboards only adds to the desirability of those fields and the parks. The boards will benefit multiple user groups and can be considered an upgrade to existing facilities. Attached is the signed Dedication Agreement executed by TMYBA.

Analysis

Based on preliminary analysis there are no zoning issues with the proposed location of the scoreboard. A building permit as well as an electrical permit is required from the Inspections Division prior to construction being started.

The position of the River Barn scoreboard is just outside the right field fence. The Schmit scoreboard would be located on outside the west fence at the corner of right field. The positioning of each works for current and future park improvements and will not impede any other proposed improvements to be consisted at later dates. Frank Gillitzer Electric will be installing the service line to each location. Restoration will also be completed by TMYBA as part of the install process. The scoreboards are high quality Daktronics LED scoreboards that are controlled using a blue toothed device; which is consistent with the City attempting to be more energy conscious. The scoreboards also come with a five-year warranty that is transferrable to the City upon completion of the install. The City will also have access to the controls to operate the scoreboard. The manufacture suggests a 15 - 20-year life span.

Jack Blume a representative from TMYBA will attend the meeting for further information and discussion.

Fiscal Impact

TMYBA has estimated that the costs associated with the construction of the scoreboards will be approximately \$26,954. All expenses associated with the project will be incurred directly by TMYBA. The City of Mequon will not cost participate in the project.

As a note: The City of Mequon has no mechanism for holding donated funds for the project. Staff would suggest that TMYBA seek the help of the Mequon Community Foundation if needed.

Recommendation

Park and Open Space Board (POSB) approved the donation of the scoreboards at the February 19 meeting. Staff recommends a review and consideration by the Finance - Personnel Committee for the scoreboard improvements.

Staff acknowledges that donors are recognized on the bottom of each scoreboard and based on discussion from past meetings of the POSB, feels this is appropriate and follows the outline of the Naming Rights Policy that will be considered in the coming months.

Attachments:

TYMBA Dedication Agreement MOU Scoreboards (PDF)

20_0211 Scoreboard Proposal M-T Little League Mequon Heat Scoreboard Donation Proposal (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3703

A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Scoreboard Improvements at Rotary and River Barn Parks

- A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.
- B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.
- C. The Thiensville Mequon Youth Baseball Association (TMYBA) has offered to donate infrastructure including scoreboards at an existing baseball field at Rotary & River Barn Parks.
- D. TMYBA estimates the cost of this infrastructure at approximately \$26,954.
- E. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.
- F. TMYBA and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

1. That the City be and is hereby authorized to accept the donated infrastructure of scoreboards from TMYBA, with its grateful appreciation;
2. That upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to the TMYBA from the City, TMYBA shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes;
3. That the appropriate parties are authorized to execute the Dedication Agreement between TMYBA and the City as attached to this resolution.

Approved by: John Wirth, Mayor

Date Approved: March 10, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 10, 2020.

Caroline Fochs, City Clerk

**DEVELOPMENT and DEDICATION AGREEMENT FOR
SCOREBOARD IMPROVEMENTS AT ROTARY AND RIVER BARN PARKS**

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 3 day of February, 2020, by and between Thiensville Mequon Youth Baseball Association (TMYBA) Inc. ("TMYBA") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Rotary and River Barn Parks are part of the CITY's park system and is under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies Rotary and River Barn Parks as community parks with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for Rotary and River Barn Parks within the Park Plan; and

WHEREAS, TMYBA utilizes multiple baseball and softball fields at Rotary and River Barn Parks; and

WHEREAS, TMYBA has indicated a need for scoreboards to enhance the game experience (the "Project"); and

WHEREAS, TMYBA proposes to install scoreboards at two of the baseball fields one at Rotary Park (Schmidt Field) and one at River Barn Park (Field #3) at its sole cost of construction; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

WHEREAS, without the TMYBA Project, the City would not incur these maintenance costs; and

WHEREAS, TMYBA has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

WHEREAS, TMYBA has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
OBLIGATIONS OF THE PARTIES**

1. TMYBA shall construct, at its sole cost and expense, the Project within Rotary and River Barn Parks in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by TMYBA under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) TMYBA shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from TMYBA, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to TMYBA at Rotary and River Barn Parks for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. TMYBA shall be responsible for ensuring that all needed utilities are provided to the Property, including but not necessarily limited to electricity. TMYBA shall be solely responsible for any expenses related to such utility installation.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.

11. TMYBA shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

12. Should CITY renovate Rotary or River Barn Park to the extent that the scoreboards are impacted, TMYBA is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for TMYBA's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of TMYBA. TYMBA makes the following representations and warranties:

(1) TMYBA is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) TMYBA will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms,

conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which TMYBA is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. TMYBA or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. TMYBA further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of TMYBA or its contractors, subcontractors or materialmen in their performance of this Agreement or from TMYBA's failure to comply with any of the provisions of this Agreement or of law, TMYBA shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to TMYBA promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. TMYBA shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) TMYBA acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) TMYBA acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

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

(a) Any representation or warranty made by TMYBA or the CITY in this Agreement, or any document or financial statement delivered by TMYBA pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), TMYBA or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If TMYBA shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

TMYBA shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against TMYBA under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving TMYBA. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by TMYBA, shall be paid by TMYBA to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of TMYBA is addressed to or delivered personally to:

Jack Blume
11938 N. Ridgeway Ave.
Mequon, WI 53092

- (b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing TMYBA, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
John Wirth, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Thiensville Mequon Youth Baseball
Association (TMYBA) INC.

Dated: _____

BY:  _____
Jack T. Blume, Vice President

Attachment: TYMBA Dedication Agreement MOU Scoreboards (RESOLUTION 3703 : A Resolution Authorizing Receipt of Infrastructure

Mequon-Thiensville Little League/Mequon Heat Scoreboard Donation Proposal

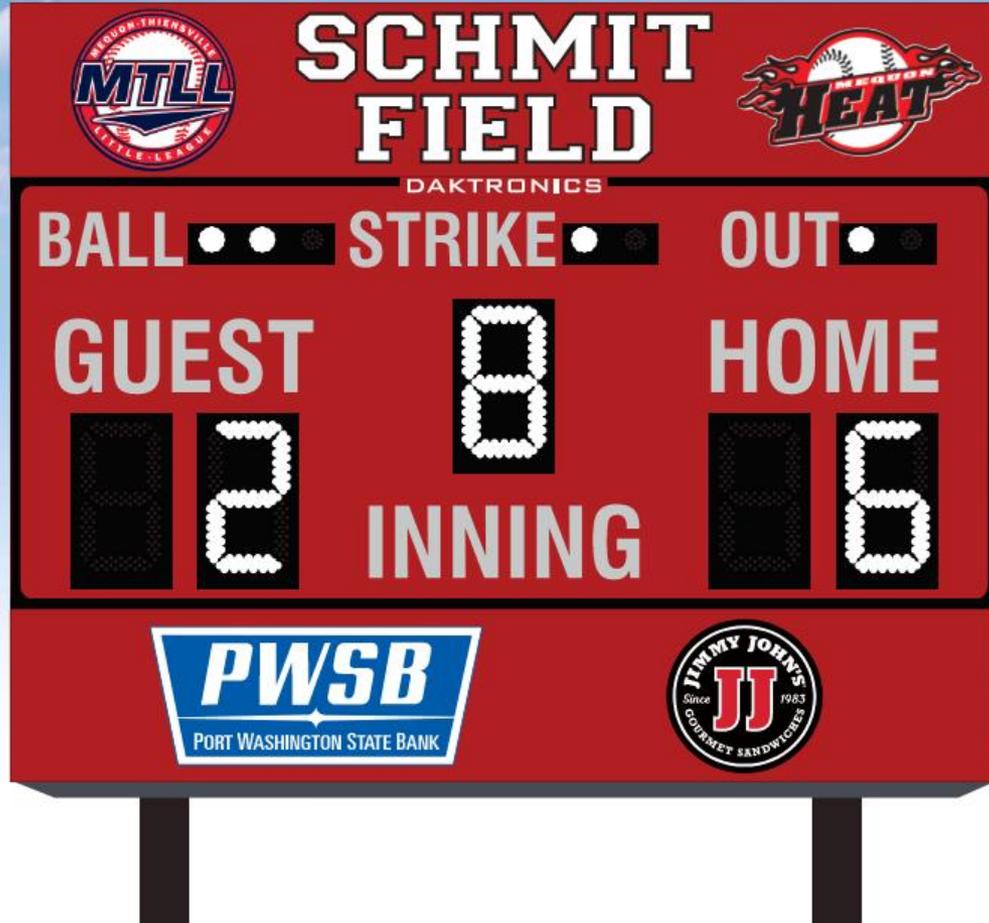
February 11, 2020



Scoreboard 1 – Schmit Field at Rotary Park

1. Locate Power to Source
2. Install (2) Vertical Steel Beams
3. Install Scoreboard
 - ✓ Daktronics Model BA-2518-"W" Baseball Scoreboard - (4'H x 9'W)
 - ✓ Accent Border Striping around outside perimeter of scoreboard
 - ✓ White Digits
 - ✓ MX-1 System Control w/ Enclosure
 - ✓ "Radio" Receiver
 - ✓ Non-Backlit Upper and Lower Sponsor Panels (1'-6"H x 9'W)

Scoreboard 1 Image



- Overall Dimensions
7'0" high x 9'0" wide
- Sponsor Panel (Non-Backlit)
1'6" high x 9'0" wide
(above Scoreboard)
- Baseball Scoreboard
BA-2518-VV-PV
4'0" high x 9'0" wide
- Sponsor Panel (Non-Backlit)
1'6" high x 9'0" wide
(below Scoreboard)

ALL DIMENSIONS ARE APPROXIMATE

1-28-20 (Rev0) Concept Thiensville Mequon Youth Baseball Association BA-2518 (3)

THIENSVILLE MEQUON YOUTH BASEBALL ASSOCIATION MEQUON, WI

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Attachment: 20_0211 Scoreboard Proposal M-T Little League Mequon Heat Scoreboard

Scoreboard 1 Location



Scoreboard 2 – River Barn Park Field #3

1. Locate Power to Source
2. Install (2) Vertical Steel Beams
3. Install Scoreboard
 - ✓ Daktronics Model BA-2715-"W" Baseball Scoreboard - (4'H x 9'W)
 - ✓ Accent Border Striping around outside perimeter of scoreboard
 - ✓ White Digits
 - ✓ MX-1 System Control w/ Enclosure
 - ✓ "Radio" Receiver
 - ✓ Non-Backlit Upper and Lower Sponsor Panels (1'-6"H x 9'W)

Scoreboard 2 Image



- Overall Dimensions
6'0" high x 9'0" wide
- Sponsor Panel (Non-Backlit)
1'6" high x 9'0" wide
(above Scoreboard)
- Baseball Scoreboard
BA-2715-WPV
3'0" high x 9'0" wide
- Sponsor Panel (Non-Backlit)
1'6" high x 9'0" wide
(below Scoreboard)

ALL DIMENSIONS ARE APPROXIMATE

1-28-20 (Rev0) Concept Thiensville Mequon Youth Baseball Assoc WI BA-2715 (7)

THIENSVILLE MEQUON YOUTH BASEBALL ASSOCIATION MEQUON, WI

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Scoreboard 2 Location



Cost Information

Schmit Field at Rotary Park

Qty. (1) Non-Backlit Identification Panel - (1'-6"H x 9"W) - "SCHMIT FIELD"
"Mequon Thiensville Little League" - "Mequon Heat"

Qty. (1) Daktronics Model BA-2518-"W" Baseball Scoreboard - (4'H x 9'W)

Qty. (1) Non-Backlit Sponsorship Panel - (1'-6"H x 9'W)- "PWSB" & "JIMMY JOHN'S"
Above Product Pricing: **\$5,249.00**

River Barn Field #3

Qty. (1) Non-Backlit Identification Panel - (1'-6"H x 9"W) - "RIVER BARN #3"
"Mequon Thiensville Little League" - "Mequon Heat"

Qty. (1) Daktronics Model BA-2715-"W" Baseball Scoreboard - (3'H x 9'W)

Qty. (1) Non-Backlit Sponsorship Panel - (1'-6"H x 9'W) - "PWSB" & "JIMMY JOHN'S"
Above Product Pricing: **\$5,275.00**

Both Scoreboards

- Color: "Cherry Red" #50810
- Accent Border Striping Color: "Black" #7725-12
- Captions Color: "Satin Aluminum" #7725-120
- LED Digits: "White"

Freight Charge: **\$530.00**

Installer/ Installation: R&K Services, Kyle Zwiefelhofer - 22 years' of experience installing Daktronics scoreboards.

Installation Charge: \$7,950.00 Ea. x (2) = **\$15,900.00**

Total Project Price: **\$26,954.00**



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Finance-Personnel Committee
FROM: Brian Sajdak, City Attorney
DATE: March 10, 2020
SUBJECT: RESOLUTION 3704 A Resolution Denying the Unlawful Taxation Claim of Lake States Vending, Inc., Jackson, Wisconsin in the Amount of \$33.45

Background

Before the Council are the claims of three businesses seeking recovery under Wis. Stat. § 74.35 for unlawful taxation. In short, the claims allege that the City's assessor unlawfully taxed certain personal property which the owners contend is exempt. In previous years, these owners filed their personal property tax return listing certain property on Schedule D - Equipment, which is taxable under the Wisconsin statutes. In this year's personal property return, the owners changed their filings and listed the property on Schedule C - Machinery. The City's Assessor, Michael Grota, indicates that this appears to be the latest attempt by businesses to minimize their tax burden because such filings have occurred in many different communities.

Under Wis. Stat. § 70.111(27), "machinery, tools, and patterns, not including such items used in manufacturing[,] are exempt from property tax. "[M]achinery means a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means." This section was created by 2017 Wisconsin Act 59, and is effective for assessments beginning January 1, 2018, and there is little guidance available from the Department of Revenue or caselaw to this issue.

Recommendation

At this time, Assessor Grota recommends denying the claim because assessors are relying on generally accepted distinctions between equipment and machines. In these cases, where the property involved are vending machines, it is hard to see how the property meets the definition of machinery (the name "vending *machine*" notwithstanding). Accordingly, I concur with the Assessor's recommendation to deny the claims.

Attachments:

Lake States Vending Entertainment and Gaming (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3704

A Resolution Denying the Unlawful Taxation Claim of Lake States Vending, Inc., Jackson, Wisconsin in the Amount of \$33.45

A. Lake States Vending, Inc. has filed a claim with the City under Wis. Stat. § 74.35 alleging that the City unlawfully taxed certain personal property under tax account 140000603800 in the amount of \$33.45 plus interest.

B. Following an investigation of the claim, City staff recommends denial of the claim.

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

1. The claim of Lake States Vending, Inc. for unlawful taxation under Wis. Stat. § 74.35 is hereby denied.

2. The City Clerk is hereby authorized and directed to deliver notice of the disallowance of this claim to the claimant pursuant to Wisconsin Statute.

Approved by: John Wirth, Mayor

Date Approved: March 10, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 10, 2020.

Caroline Fochs, City Clerk



January 31, 2020

VIA PERSONAL SERVICE

Clerk
City Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

RECEIVED

JAN 31 2020

Mequon City Clerk

Re: Lake States Vending, Inc.
N173 W21298 Northwest Passage
Jackson, WI 53037
140000603800

To Whom It May Concern:

On behalf of Lake States Vending, Inc. ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City Mequon ("City"). You are directed to serve a copy of any notice of disallowance on the undersigned and Douglas A. Pessefall, Esq. Reinhart Boerner Van Deuren s.c., 1000 N. Water Street, Suite 1700, Milwaukee, WI 53202.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 140000603800 ("Property").
2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 11333 N. Cedarburg Road.
4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns

exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported a value of approximately "0" dollars for its personal property located within the City as of January 1, 2019, which property excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Reported Value, the Property was assessed by the City at \$2540 as of January 1, 2019 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2019 tax bill in the amount of \$33.45.

8. However, the Assessed Value exceeded the Reported Value by \$2540, and the 2019 tax bill should have been no more than "0" dollars.

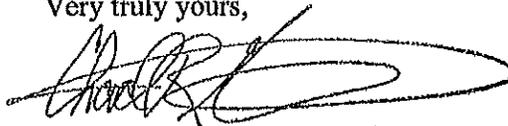
9. The Claimant timely paid the 2019 tax bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

10. The amount of this Claim is \$33.45, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Please date-stamp a copy of this claim and return to our waiting messenger. Please contact the undersigned with any questions.

Very truly yours,



Chad R. Goeman

cc: Douglas A. Pessefall, Esq.



11333 N. Cedarburg Road
Mequon, WI 53092

Phone:

Fax: 262-242-9655

www.ci.mequon.wi.us

Office of City Attorney

TO: Finance-Personnel Committee
FROM: Brian Sajdak, City Attorney
DATE: March 10, 2020
SUBJECT: RESOLUTION 3705 A Resolution Denying the Unlawful Taxation Claim of Red's Novelty Ltd., West Allis, Wisconsin, in the Amount of \$32.36

Please refer to the previous memo included in the meeting packet.

Attachments:

Red's Novelty Ltd. (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3705

A Resolution Denying the Unlawful Taxation Claim of Red's Novelty Ltd., West Allis, Wisconsin, in the Amount of \$32.36

A. Red's Novelty Ltd has filed a claim with the City under Wis. Stat. § 74.35 alleging that the City unlawfully taxed certain personal property under tax account 140000905000 in the amount of \$32.36 plus interest.

B. Following an investigation of the claim, City staff recommends denial of the claim.

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

1. The claim of Red's Novelty Ltd. for unlawful taxation under Wis. Stat. § 74.35 is hereby denied.

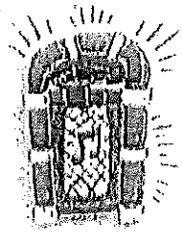
2. The City Clerk is hereby authorized and directed to deliver notice of the disallowance of this claim to the claimant pursuant to Wisconsin Statute.

Approved by: John Wirth, Mayor

Date Approved: March 10, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 10, 2020.

Caroline Fochs, City Clerk



Coin Operated Amusement Equipment
RED'S
 NOVELTY LTD.

www.redsnovelty.com

Red's Novelty

January 31, 2020

Amusement Equipment
 Coin & Internet
 Juice Boxes
 Pinball
 Redemption
 Pool Tables
 Darts
 Flush Cranes
 Home Sales

1921 S. 74th St.
 West Allis, WI
 53219

414-321-3000

Fax
 414-321-3076

On Line
 Sanctioned
 Leagues
 Pool & Dart

WAMO

NDA

League Phone
 414-321-3345

VIA PERSONAL SERVICE

Clerk
 City of Mequon
 11333NCedarburg Rd

Re: Red's Novelty Ltd
 1921 S 74th St
 Acct 140000905000 Bill 383793

RECEIVED

JAN 31 2020

Mequon City Clerk

To Whom It May Concern:

On behalf of Red's Novelty Ltd ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Mequon ("City"). You are directed to serve a copy of any notice of disallowance on the undersigned and Douglas A. Pessefall, Esq. Reinhart Boerner Van Deuren s.c., 1000 N. Water Street, Suite 1700, Milwaukee, WI 53202.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 140000905000 ("Property").

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

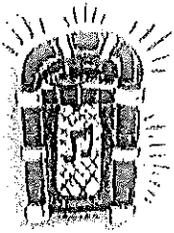
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 11333 N Cedarburg Rd.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. Red's Novelty reported Zero taxable personal property within the City as of Jan. 1 2019

6. Notwithstanding the Reported Value, the Property was assessed by the City at \$2160.00 as of January 1, 2019 ("Assessed Value").

Attachment: Red's Novelty Ltd. (RESOLUTION 3705 : Unlawful Taxation Claim Red's Novelty Ltd)



Coin Operated Amusement Equipment

RED'S

NOVELTY LTD.

www.redsnovelty.com

Game Equipment
Video & Internet
Juke Boxes
Pinball
Redemption
Pool Tables
Darts
Push Cranes
Home Sales

1921 S. 74th St.
West Allis, WI
53219

414-321-3000

Fax
414-321-3076

On Line
Sanctioned
Leagues
Pool & Dart

WAMO

NDA

League Phone
414-321-3145

7. Based on the Assessed Value, the City issued the Claimant a 2019 tax bill in the amount of \$32.36.

8. However, the Assessed Value exceeded the Reported Value by \$2160.00 and the 2019 tax bill should have been no more than zero.

9. The Claimant timely paid the 2019 tax bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

10. The amount of this Claim is \$32.36 plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Please date-stamp a copy of this claim and return to our waiting messenger. Please contact the undersigned with any questions.

Very truly yours,

Red's Novelty Ltd

Rosalie Jacomet

cc: Douglas A. Pessefall, Esq.

Mequon

Attachment: Red's Novelty Ltd. (RESOLUTION 3705 : Unlawful Taxation Claim Red's Novelty Ltd)



11333 N. Cedarburg Road
Mequon, WI 53092

Phone:

Fax: 262-242-9655

www.ci.mequon.wi.us

Office of City Attorney

TO: Finance-Personnel Committee
FROM: Brian Sajdak, City Attorney
DATE: March 10, 2020
SUBJECT: RESOLUTION 3706 A Resolution Denying the Unlawful Taxation Claim of Wisconsin P&P Amusements, Inc., Brookfield, Wisconsin, in the Amount of \$57.38

Please refer to the previous memo included in the meeting packet.

Attachments:

Wisconsin PP Amusement Inc (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3706

A Resolution Denying the Unlawful Taxation Claim of Wisconsin P&P Amusements, Inc.,
Brookfield, Wisconsin, in the Amount of \$57.38

A. Wisconsin P&P Amusement, Inc. has filed a claim with the City under Wis. Stat. § 74.35 alleging that the City unlawfully taxed certain personal property under tax account 140000823000 in the amount of \$57.38 plus interest.

B. Following an investigation of the claim, City staff recommends denial of the claim.

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

1. The claim of Wisconsin P&P Amusement, Inc. for unlawful taxation under Wis. Stat. § 74.35 is hereby denied.

2. The City Clerk is hereby authorized and directed to deliver notice of the disallowance of this claim to the claimant pursuant to Wisconsin Statute.

Approved by: John Wirth, Mayor

Date Approved: March 10, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 10, 2020.

Caroline Fochs, City Clerk



WISCONSIN P&P AMUSEMENT, INC.

JUKE BOXES • DARTS • POOL TABLES • AMUSEMENT GAMES

January 31, 2020

VIA PERSONAL SERVICE

Clerk
City Of Mequon
11333 N Cedarburg Rd
Mequon, WI 53092

RECEIVED

JAN 31 2020

Re: P & P Amusements
12565 W Lisbon Rd
Brookfield, WI 53005-1822

Mequon City Clerk

To Whom It May Concern:

On behalf of Wisconsin P&P Amusement, we hereby serve this claim of unlawful tax ("Claim") on the City of Mequon ("City"). You are directed to serve a copy of any notice of disallowance on the undersigned and Douglas A. Pessefall, Esq. Reinhart Boerner Van Deuren s.c., 1000 N. Water Street, Suite 1700, Milwaukee, WI 53202.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 140000823000 ("Property").

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 11333 N Cedarburg Rd. Mequon, WI 53092

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

42889185

12565 Lisbon Road • Brookfield, Wisconsin 53005
(262) 790-0321 • FAX (262) 790-0323

Attachment: Wisconsin PP Amusement Inc (RESOLUTION 3706 : Unlawful Taxation Claim of Wisconsin P&P Amusements)

5. P&P Amusements, or Wisconsin P&P Amusement, timely filed a Statement of Personal Property on which the Claimant reported a value of approximately \$0 for its personal property located within the City as of January 1, 2019, which properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Reported Value, the Property was assessed by the City at \$3,830 as of January 1, 2019 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2019 tax bill in the amount of \$57.38.

8. However, the Assessed Value exceeded the Reported Value by \$3,830, and the 2019 tax bill should have been no more than \$0.

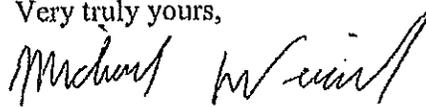
9. The Claimant timely paid the 2019 tax bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

10. The amount of this Claim is \$57.38, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Please date-stamp a copy of this claim and return to our waiting messenger. Please contact the undersigned with any questions.

Very truly yours,



Michael Weigel
Wisconsin P&P Amusement, President

cc: Douglas A. Pessefall, Esq.



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

www.ci.mequon.wi.us

Office of Administration

TO: Finance-Personnel Committee
FROM: William Jones, City Administrator
DATE: March 10, 2020
SUBJECT: Request for Proposals (RFP) - Community Development Analysis

Background

In connection with development and adoption of the FY2020 budget late last year, the City of Mequon allocated \$50,000 for the completion of an analysis of the City's Community Development function.

Attached for the Committee's review is a proposed Request for Proposals (RFP) for the completion of this analysis. As indicated in the RFP, proposals will be due to the City in mid-April, in advance of awarding a contract in early May. Thereafter, and following completion of the analysis, it is anticipated that a preliminary report will be delivered to the City in November, in advance of findings being presented to the Common Council in December 2020.

Recommendation

City staff is seeking feedback and input from the Finance-Personnel Committee on the draft RFP, which also includes a copy of the Form Agreement that the City will use to engage a consultant for the completion of this review. Pending the incorporation of any modifications proposed by the Committee, the RFP will be distributed and posted publicly beginning on March 12.

Attachments:

COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.3.20 (DOCX)

CD ASSESSMENT - FORM AGREEMENT (DOC)

REQUEST FOR PROPOSAL (RFP)

COMMUNITY DEVELOPMENT ANALYSIS

CITY OF MEQUON, WISCONSIN

March 12, 2020

DRAFT

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.3.20 (4970 : RFP Community Dev Assessment)

I. GENERAL INFORMATION

The City of Mequon, Wisconsin is soliciting proposals from qualified firms to conduct an analysis of its Community Development function and provide specific recommendations regarding operational, technological, customer-focused and facilities enhancements for the City to consider and potentially implement.

Since its incorporation in 1957, Mequon has had a mayor-council form of government. The City comprises approximately 48 square miles and serves approximately 24,000 residents and more than 800 businesses. Considered one of Wisconsin's most affluent communities, Mequon has the distinction of historically maintaining one of the lowest municipal property tax rates and one of the highest assessed values per person ratios in the state.

Located along the western shores of Lake Michigan, approximately 14 miles north of downtown Milwaukee, Mequon is home to two post-secondary education institutions: Concordia University of Wisconsin and Milwaukee Area Technical College (Mequon Campus). The City is bordered by a total of eight other communities: the Cities of Cedarburg and Milwaukee, the Towns of Cedarburg and Grafton, and the Villages of Bayside, Brown Deer, Germantown and River Hills. Additionally, the Village of Thiensville is contained in the middle of Mequon.

Presently, the City has approximately 115 full-time employees, 63 part-time/seasonal employees and 65 paid-on-call Firefighters/Emergency Medical Technicians.

The Community Development Department consists of one Director, one Assistant Director, one Inspections Supervisor, one Planner, three Building Inspectors, one Permit Coordinator and one Administrative Assistant. The Department is also supported by a part-time Administrative Assistant (.75 FTE), a contracted Code Enforcement Inspector (.50 FTE) and contractual inspection services on a project or as-needed basis. Additionally, the Community Development Department works closely with and is supported by the Engineering Division.

Proposal documents are available from the City of Mequon, Attn: William H. Jones, Jr., City Administrator, 11333 N. Cedarburg Road, Mequon, Wisconsin 53092; Phone: 262-236-2940; E-Mail: wjones@ci.mequon.wi.us. Proposal documents and any addenda may also be accessed online through www.ci.mequon.wi.us. Select the 'Request for Proposals' tab, then select the RFP titled: 'Community Development Analysis'. Sealed proposals should be delivered to the City Administrator's Office at the address listed above and will be accepted until the proposal deadline of 4:00 p.m. on Monday, April 17, 2020. Late proposals will be rejected.

II. SCOPE OF SERVICES

As indicated above, Mequon is soliciting proposals from firms to conduct an analysis of its community development processes. Generally, the City would like to determine if (1) the City's processes, procedures and technology are optimally and efficiently designed and implemented; and (2) the City is using best practices to communicate expectations and requirements to developers, owners, contractors and other interested third parties. To achieve those goals, the City seeks detailed and specific recommendations regarding the following matters. If the consultant advises that there are other items that should be examined to achieve the foregoing general goals, or that a review of

some of the following would likely result in little or no useful information or would not be cost-effective, the City is willing to consider adjustments to this scope of services.

A. Operations

1. Development Process and Business Practices Review
 - a) Review and analyze the City's development review and approval processes.
 - b) Review and analyze the City's building permit and inspections processes.
 - c) Review and analyze the City's Engineering Division approval processes related to development.
 - d) Review and analyze the City's marketing and business recruitment and retention efforts.
 - e) Review whether these various functions are optimally managed, coordinated and integrated.
 - f) Identify options and processes for improving internal and external communications to streamline the development, permitting and inspections processes.
 - g) Identify options for efficiency improvements.
 - h) Examine options for sharing of services, outsourcing and mergers/regionalization.

2. Departmental Structure and Staffing Levels
 - a) Review the Community Development Department's operational structure (two Divisions: Planning and Inspections).
 - b) Review current staffing levels and the effectiveness of authorized job classifications within the Department; identify current and likely future service demands (including the use of similar/relevant community benchmarks for evaluating staffing levels); identify alignment between staffing levels and job duties; quantify workloads as well as identify whether personnel are allocated correctly to meet demands; and determine whether the current complement of permanently staffed positions and contracted positions is appropriate to meet long-term needs.
 - c) Consider other human resources-related matters, including without limitation professional certification requirements, training needs, professional development opportunities and succession planning.

B. Technology

1. Analyze current software systems to identify gaps or inefficiencies that are not in line with available technology. Focus particular attention on identifying options related to an overhaul of the department's obsolete and unsupported legacy permitting and inspections program.
2. Identify specific online services and software, including without limitation permit filing, plan submission, geo-mapping for inspections, and online payments, that can be incorporated into any new permitting and inspections software, as well as other features or enhancements that can be implemented to enhance productivity, efficiency and transparency.
3. Analyze opportunities to incorporate existing or emerging field technologies (e.g. laptops, tablets, headsets, etc.) into the permitting and inspections processes to reduce wait times and eliminate delays.

4. Examine ways to reduce reliance on paper and hard copy documents and recommend methods for reducing and managing the large backlog of paper files currently stored as part of the development process.
5. Recommend information sharing programs or software to allow all stakeholders involved in a project, including perhaps the public, to have all or substantially all of the same information regarding deadlines and tasks to be completed.

C. Customer Service and Stakeholder Communications

1. Review and analyze all types and forms of internal and external communications (phone, e-mail, website, signage, text, social media, etc.) related to residential, commercial and institutional matters handled by the department, including without limitation building, planning, zoning, economic development and code enforcement.
2. Identify public and private market perceptions that are obstacles to achieving both a “customer-friendly” reputation and the City’s desired development standards and objectives.
3. Outreach to stakeholders (a combination of surveys, focus groups and one-on-one interviews) to obtain feedback on customer communications and perceptions of processes. Identify areas for improvement.
4. Outreach to staff and officials (Common Council, Planning Commission and other relevant committees, boards and commissions) to identify areas for improvement.
5. Review and analyze the breadth and depth of information on the City website that is available or maintained on behalf of residents, the community, departmental customers and the public-at-large.

D. Facilities

1. Review the Department’s current physical layout and location within Mequon City Hall, including an analysis of office/workspace needs and file storage requirements.
2. Analyze the advantages and disadvantages of relocating the Department within Mequon City Hall to better leverage existing synergies with the Assessor’s Office and Engineering Division.
3. Analyze whether the Department’s layout and facilities in City Hall enhance in-person customer interactions.

E. Emerging Trends

In the wake of performing the required tasks outlined in subparts A-D, identify other issues and/or emerging community development trends (local, regional or national).

This study will include data gathering to help in analysis and review, to make recommendations on program needs and changes, and help plan and prepare for future service delivery to the department’s diverse customer base and the general public. It will set measurable goals and priorities, identify performance issues and apply strategies to follow a path of continuous improvement. Information and other data collected throughout the course of this analysis will be reviewed during 60- and 120-day updates between the City and consultant to ensure that identified objectives are addressed, and made available as appendices and/or supplements to the final report delivered to the City.

The completed report will provide an outline of desired services and service levels through review and discussion with elected officials, staff, community stakeholders and other agencies as needed. This may include new services not currently provided, expansion, change or reductions in service delivery and joint or eliminated services.

To the extent suggestions are made that might involve a substantial investment by the City or substantial ongoing operating costs, such recommendations should be thoroughly supported, analyzed and explained. Recommended technology improvements should be specific and include possible vendor recommendations.

Upon completion, the analysis should provide short-term (tactical) and longer-term (strategic) recommendations and other information to assist the Common Council, City Administrator and Community Development Director in strategic planning.

III. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposing firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

Sealed proposals should be delivered to the City Administrator's Office at the address listed on page 2. Sealed proposals will be accepted until the proposal deadline of 4:00 p.m. on Friday, April 17, 2020. Any questions should be submitted in writing to William H. Jones, Jr., City Administrator. Questions can be submitted by mail or e-mail, as indicated on pages 2 and 6. All questions must be received by no later than 4:00 p.m. on Friday, March 27, 2020.

Based on the estimated value of the requested services, the City is soliciting quotes. Nevertheless, the evaluation of experience and qualifications is also critically important. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Proposals should include:

1. A summary cover letter.
2. Documentation of the relative experience and qualifications of the proposing firm that apply to the project's scope, including any specialized experience related to the project.
3. Designation of a firm principal who will oversee the project, as well as the primary staff person(s) who will conduct the study.
4. Resumes and detailed information on the experience and qualifications of the proposed staff who will conduct the study.
5. A client list of other municipal government organizations (preferably suburban communities like Mequon that have substantial undeveloped land, prefer low density development and have a population base of more than 10,000 and less than 50,000) for which the proposing firm has conducted similar reviews during the past 10 years. Provide a brief description of the services performed, including contact information. The proposing firm authorizes the City to check references from the contacts identified.
6. Summary lists of various service enhancements and cost-saving strategies that have been recommended by the proposing firm during previous consulting engagements. The lists should include the subject jurisdiction and the estimated/actual: a) cost of proposed service

enhancements; and the b) amount of cost savings, that respectively, were either recommended or achieved.

7. A timeline for completing the proposed analysis, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposing firms should confirm they are able to begin providing services to the City no later than May 15, 2020.
8. A price proposal. The City prefers itemized pricing for completing the analysis as opposed to a single lump sum. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available.
9. Scope of work.
10. Data gathering methodology.
11. Any other information that might assist the City in evaluating the proposing firm's proposal and qualifications.
12. A completed Proposal Submission Form and Certificate of Non-Collusion (**Attachment A**).

Four bound copies of the FINAL REPORT will be prepared and supplied to the City, and one electronic copy on a CD or thumb drive should also be provided. Completion of this analysis will also be inclusive of separate presentations to the City's Planning Commission and Common Council (likely at public meeting(s) in the evening). Expenses associated with preparing and supplying the report(s) and any presentation(s) should be inclusive in proposal pricing.

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

IV. PROJECT TIMEFRAME

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

Milestone	Completion
Request-for-Proposal Available	March 12
Deadline for Submittal of Questions Concerning RFP	March 27
Distribution of Responses to RFP Questions	April 3
Deadline for Submittal of RFP Proposals	April 17
Proposing Firm Interviews and/or Proposal Evaluations Completed	May 1
Award of Contract to Recommended Consultant(s)	May 12
Consulting Agreement(s) Executed; Project Commences	May 15
60-Day Progress Update w/ Project Team (Meeting or Teleconference)	July 15
120-Day Progress Update w/ Project Team (Meeting or Teleconference)	September 15
Consultant Completes Analysis and Presents Initial Report	November 13
Comments Returned to Consultant	November 25
Final Draft Delivered to City	December 2
Presentation to Mayor and Common Council	December 8

V. EVALUATION & SELECTION

The City will evaluate proposals based on experience performing development-related and/or operational analyses for municipal governments or other similar authorities, the experience and

qualifications of the proposed staff that will administer the City's analysis, the quality and thoroughness of the proposals and references/recommendations from past clients. The City will also take price into consideration in determining which proposal is most advantageous.

The City will review all proposals and may select one or more finalists for interviews. The City may also require the submission of supplemental materials. The successful contractor(s) will be required to enter into an agreement for professional services with the City of Mequon, a copy of which is enclosed as **Attachment B**. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposing firm to file a new proposal.

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

VI. ADDITIONAL INFORMATION

As indicated, interested firms should direct questions regarding this Request to the City's official contact for this project, as follows:

William H. Jones, Jr.
City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
(262) 236-2940 / wjones@ci.mequon.wi.us

ATTACHMENT A:

**PROPOSAL SUBMISSION FORM
REQUEST FOR PROPOSAL (RFP)
COMMUNITY DEVELOPMENT DEPARTMENT OPERATIONAL ANALYSIS**

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Submitting Contract/Bid

Date

Name of Business

ACKNOWLEDGEMENT OF ADDENDA:

Acknowledge the receipt of addenda, if any (indicate date(s)): _____, _____, _____.

Attachment: COMMUNITY DEVELOPMENT ASSESSMENT RFP - 3.3.20 (4970 : RFP Community Dev Assessment)

**CITY OF MEQUON
PROFESSIONAL SERVICES AGREEMENT**

This **AGREEMENT** is dated as of the _____ day of _____, 2020 (**"Agreement"**), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (**"City"**) and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant"):

Address:

Telephone:

E-Mail:

Agreement Amount:

B. Project Description. The Consultant has been engaged to complete a comprehensive assessment of the City's community development function and to provide recommendations to address findings resulting from this review. The project is further described in the Request for Proposals issued by the City on , 2020, which is attached as **Exhibit A** to this Agreement (**"RFP"**).

C. Representations of Consultant. The Consultant has submitted to the City a work proposal dated _____, 2020, a copy of which is attached as **Exhibit B** to this Agreement (**"Proposal"**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the RFP and in the Proposal (**"Services"**) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than _____, 2020 ("**Time of Performance**"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the City.

D. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed _____ ("**Agreement Amount**").

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this

Agreement (“***Additional Services***”), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

E. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City’s prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City’s approval of any subcontractor or subcontract shall not relieve the Consultant of full

responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term “Consultant” shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation,

requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between

the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans

with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Consultant to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be

liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee,

or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attention: William Jones, City Administrator

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attention: Brian C. Sajdak, City Attorney

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement.

As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the City’s Request for Proposals (RFP), and Exhibit B, the Consultant’s Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. In the event of a conflict between the RFP and the proposal, the RFP shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2020.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
John Wirth, Mayor

Approved as to Form:

Brian C. Sajdak, City Attorney

Attachment: CD ASSESSMENT - FORM AGREEMENT (4970 : RFP Community Dev Assessment)

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

City of Mequon Request-for-Proposal (RFP) Dated _____, 2020

Attachment: CD ASSESSMENT - FORM AGREEMENT (4970 : RFP Community Dev Assessment)

EXHIBIT B

Proposal Dated _____, 2020

Attachment: CD ASSESSMENT - FORM AGREEMENT (4970 : RFP Community Dev Assessment)



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Marie Wilke, Assistant to the Finance Director
DATE: February 21, 2020
SUBJECT: 2019 YTD Investment Report as of 12/31/19

Background

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

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

The investments controlled by Dana, saw a quarterly end market value of \$9,042,912. After four quarters, this is an increase of \$347,532 from the 2018 year-end balance. This 4% increase is related to a change in unrecognized gains/losses. For comparison, the portfolio realized an increase of \$114,705 during the first four quarters of 2018. The three year treasury at the end of the fourth quarter was 1.62%. The quarter-end weighted averages for the City’s portfolio are:

	<u>Qtr 1 2019</u>	<u>Qtr 2 2019</u>	<u>Qtr 3 2019</u>	<u>Qtr 4 2019</u>
Average Yield to Maturity	2.42	2.23	2.08	2.09
Average Maturity (years)	2.57	1.74	2.42	2.48
Average Coupon	2.63	2.70	2.70	2.51

The report also includes the City’s cash position at the end of the 4th quarter. There was a large increase of cash from the City’s Money Market accounts due to December tax collections being held in trust agency fund accounts. The city recognized \$81,259 of interest revenue in the three months ending December 31, 2019. Interest revenue saw a decrease of 20% from revenue recognized during the third quarter.

It is staffs determination that for the quarter ended December 31, 2019, the City’s individual portfolios and the combined portfolio continue to comply with both the City’s investment policy and Wisconsin State Statue 66.0603.

Recommendation

None

Attachments:

Cash/Money Market Accounts Quarter Ending 12/31/19

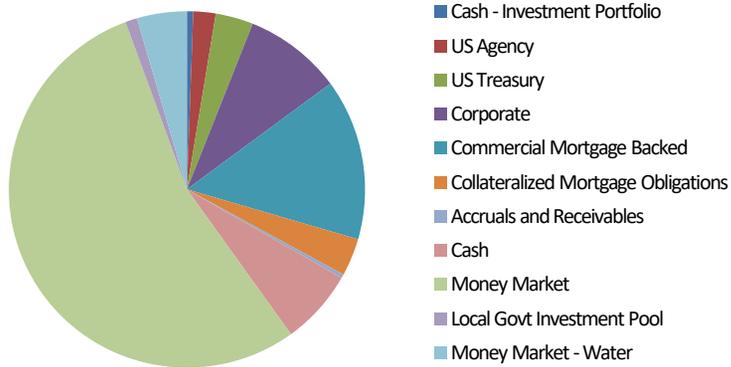
	Beg Balance	October				November				December			
		Interest	Deposits	Withdrawals	Ending Balance	Interest	Deposits	Withdrawals	Ending Balance	Interest	Deposits	Withdrawals	Ending Balance
General Bank Accounts													
Gen Check	1,274,570.34	-	5,687,417.88	3,453,905.31	3,508,082.91	-	1,237,591.72	3,269,981.94	1,475,692.69	-	1,418,013.77	2,242,163.04	651,543.
Payroll	1,000.00	-	632,870.08	426,961.43	206,908.65	-	431,367.01	637,275.66	1,000.00	-	559,140.78	555,340.98	4,799.
EMS	41,171.07	-	67,860.19	4,645.35	104,385.91	-	28,963.52	7,047.43	126,302.00	-	28,067.88	128,691.56	25,678.
Revolving Loan	530,601.79	225.06	2,134.88	-	532,961.73	219.98	4,045.58	-	537,227.29	229.09	3,904.61	-	541,360.
Total Gen Bank Accts	1,847,343.20	225.06	6,390,283.03	3,885,512.09	4,352,339.20	219.98	1,701,967.83	3,914,305.03	2,140,221.98	229.09	2,009,127.04	2,926,195.58	1,223,382.
Money Markets													
Money Market	14,704,140.43	22,058.75	-	4,500,000.00	10,226,199.18	18,327.76	-	-	10,244,526.94	16,938.06	-	-	10,261,465.
Th - Tax	-	-	-	-	-	-	-	-	-	-	81,047.02	33,100.30	47,946.
Me - Tax	-	-	-	-	-	-	-	-	-	-	7,665,810.67	108,827.57	7,556,983.
Gen - Tax	-	-	-	-	-	-	-	-	-	15,153.56	31,655,426.61	68,649.94	31,601,930.
Total Money Market	14,704,140.43	22,058.75	-	4,500,000.00	10,226,199.18	18,327.76	-	-	10,244,526.94	32,091.62	39,402,284.30	210,577.81	49,468,325.
Other Accounts													
LGIP	291,660.15	971.38	375,147.43	-	667,778.96	1,118.88	292,433.92	-	961,331.76	228.12	-	950,000.00	11,559.
Money Market - Water	1,222,120.40	2,662.83	-	-	1,224,783.23	1,389.30	-	-	1,226,172.53	1,736.62	-	-	1,227,909.
Total Other	1,513,780.55	3,634.21	375,147.43	-	1,892,562.19	2,508.18	292,433.92	-	2,187,504.29	1,964.74	-	950,000.00	1,239,469.
Grand Total	18,065,264.18	25,918.02	6,765,430.46	8,385,512.09	16,471,100.57	21,055.92	1,994,401.75	3,914,305.03	14,572,253.21	34,285.45	41,411,411.34	4,086,773.39	51,931,176.

Attachment: Quarterly Investment Report 12-31-19 (4927 : 2019 YTD Investment Report as of 12/31/19)

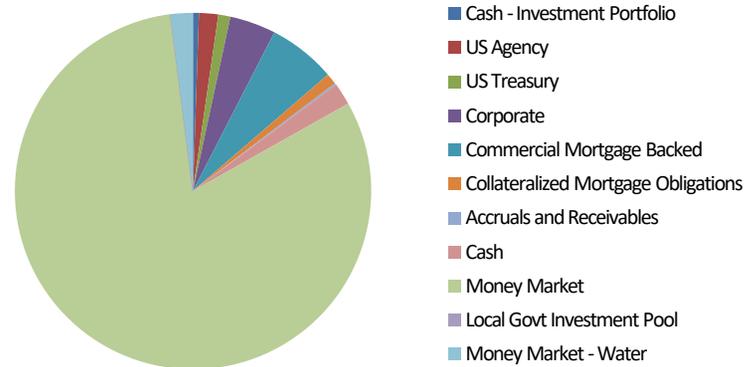
City of Mequon Distribution by Security Sector - Market Value

Security Sector	Market Value 9/30/2019	% of Portfolio 9/30/2019	Market Value 12/31/2019	% of Portfolio 12/31/2019
Cash - Investment Portfolio	156,194.93	0.58%	333,850.89	0.55%
US Agency	548,319.00	2.03%	1,049,555.00	1.72%
US Treasury	923,707.21	3.41%	667,874.46	1.10%
Corporate	2,400,058.10	8.87%	2,556,297.95	4.19%
Commercial Mortgage Backed	3,961,665.32	14.63%	3,731,521.63	6.12%
Collateralized Mortgage Obligations	929,230.42	3.43%	610,681.08	1.00%
Accruals and Receivables	86,821.30	0.32%	93,130.70	0.15%
Cash	1,847,343.20	6.82%	1,223,382.53	2.01%
Money Market	14,704,140.43	54.32%	49,468,325.05	81.13%
Local Govt Investment Pool	291,660.15	1.08%	11,559.88	0.02%
Money Market - Water	1,222,120.40	4.51%	1,227,909.15	2.01%
Total	27,071,260.46	100.00%	60,974,088.32	100.00%

Portfolio Holdings as of 9/30/19



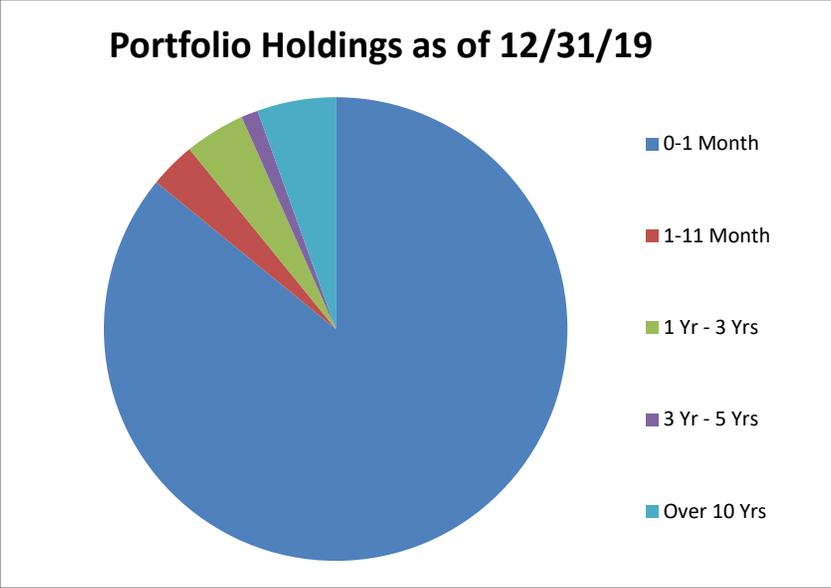
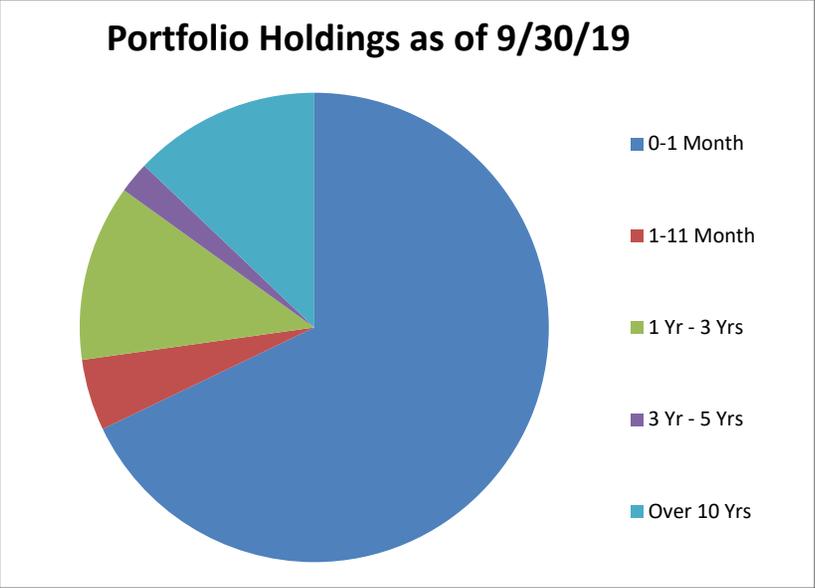
Portfolio Holdings as of 12/31/19



Attachment: Quarterly Investment Report 12-31-19 (4927 : 2019 YTD Investment Report as of 12/31/19)

City of Mequon Distribution by Maturity - Market Value

Security Sector	Market Value 9/30/2019	% of Portfolio 6/30/2019	Market Value 12/31/2019	% of Portfolio 9/30/2019
0-1 Month	18,378,281.81	67.89%	52,381,120.57	85.91%
1-11 Month	1,325,826.08	4.90%	1,959,592.07	3.21%
1 Yr - 3 Yrs	3,291,404.85	12.16%	2,579,975.85	4.23%
3 Yr - 5 Yrs	588,024.63	2.17%	708,884.00	1.16%
Over 10 Yrs	3,487,723.09	12.88%	3,344,515.83	5.49%
Total	27,071,260.46	100.00%	60,974,088.32	100.00%





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Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Finance-Personnel Committee
FROM: Kaitlyn Krueger, Finance Director
DATE: March 3, 2020
SUBJECT: Preliminary Budget Report as of December 31, 2019

Attached please find a preliminary year to date General Fund Budget/Actual Summary report for the year ending December 31, 2019. The totals provided include some revenue accruals based on historical patterns.

Currently, the General Fund is tracking at 101.79% of budgeted revenues and 101.04% of budgeted expenses. Overall, the City is on track to end the year with a surplus of \$123,815. Revenue related to utility charge-backs, investment income and state aids closed the year over budget. Please see additional comments under each revenue and expense section.

Staff anticipates some additional adjustments could be recorded as a result of the FY2019 audit that is currently underway.

Attachments:

General Fund Financial Summary Report 12-31-19 (PDF)



CITY OF MEQUON
FINANCIAL SUMMARY REPORT
FISCAL YEAR 2019 (JANUARY 1 - DECEMBER 31) (Estimated)

REVENUES	Original Budget	Amended Budget	Actual	YTD %	% of Total	PRIOR YRS COMPARISON		
						FY 18 ACTUALS	FY 17 ACTUALS	FY 16 ACTUALS
Taxes	10,797,254	10,797,254	10,797,256	100.00%	64.8%	9,969,088	10,178,465	10,267,108
State Shared Revenue	570,751	570,751	532,821	93.35%	3.2%	517,401	523,131	511,240
Intergovernmental	1,565,338	1,565,338	1,643,459	104.99%	9.9%	1,514,140	1,330,381	1,340,557
Licenses	96,050	96,050	70,056	72.94%	0.4%	50,590	44,804	59,946
Permits - Inspection	1,019,000	1,019,000	882,875	86.64%	5.3%	925,111	893,363	765,240
Permits - Other	57,000	57,000	57,235	100.41%	0.3%	59,483	55,702	61,189
General Fees	76,000	76,000	94,867	124.82%	0.6%	97,945	96,054	115,511
Public Safety Fees	883,880	883,880	946,493	107.08%	5.7%	866,425	842,060	881,807
DPW Fees	84,591	84,591	159,813	188.92%	1.0%	139,236	108,613	107,569
Pool & Park Fees	115,200	115,200	107,940	93.70%	0.6%	118,171	114,605	115,593
Development Fees	74,500	74,500	73,285	98.37%	0.4%	77,303	62,567	60,508
Special Assessments	2,000	2,000	3,795	189.75%	0.0%	1,341	2,326	5,419
Internal Service Fee	295,000	295,000	368,565	124.94%	2.2%	295,000	295,219	454,391
Other Revenue	645,000	645,000	724,129	112.27%	4.3%	714,178	631,003	724,332
Investment Revenue	75,000	75,000	187,224	249.63%	1.1%	94,112	52,758	14,033
Total General Fund Revs	16,356,564	16,356,564	16,649,814	101.79%	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

Attachment: General Fund Financial Summary Report 12-31-19 (4980) : Preliminary YTD Budget Report as

EXPENDITURES	Original	Amended	Actual	YTD %	% of Total	FY 18	FY 17	FY 16
	Budget	Budget				ACTUALS	ACTUALS	ACTUALS
Mayor & Common Council	96,317	96,317	137,397	142.65%	0.8%	112,010	88,880	99,338
Mayor (combined w Council budget)					0.0%			49
City Administrator	289,747	268,663	278,222	103.56%	1.7%	276,212	309,888	267,928
City Clerk	285,889	287,167	268,168	93.38%	1.6%	298,057	260,299	259,561
Elections	34,528	34,528	34,349	99.48%	0.2%	68,014	30,070	66,116
Information Services	306,279	306,279	333,231	108.80%	2.0%	293,515	318,004	335,122
Finance	532,976	534,617	571,516	106.90%	3.5%	553,086	538,259	511,045
Assessor	226,064	226,212	227,834	100.72%	1.4%	219,299	221,779	212,187
Human Resources	154,180	154,887	174,719	112.80%	1.1%	163,653	186,603	153,948
Legal Counsel	99,455	99,455	101,055	101.61%	0.6%	102,626	102,932	94,650
Police	5,463,544	5,467,210	5,401,580	98.80%	32.7%	5,214,783	4,998,940	5,093,427
Fire/EMS	1,572,448	1,573,432	1,642,603	104.40%	9.9%	1,402,139	1,456,773	1,420,135
Communications	679,305	681,244	709,720	104.18%	4.3%	651,359	672,174	614,463
Police Reserve	9,172	9,172	7,699	83.94%	0.0%	4,918	6,134	6,373
Inspections	597,652	599,455	564,720	94.21%	3.4%	487,510	471,406	387,769
Building Maintenance	623,327	623,614	649,302	104.12%	3.9%	595,005	637,278	740,126
Fleet Services	525,796	526,479	530,196	100.71%	3.2%	536,280	515,796	490,947
Engineering	611,160	613,031	640,881	104.54%	3.9%	632,430	599,374	744,272
Highway	1,943,104	1,946,251	2,008,717	103.21%	12.2%	1,908,582	2,122,599	2,025,830
Recycling	25,880	25,880	30,489	117.81%	0.2%	26,295	28,004	21,689
Library Grant	1,050,000	1,050,000	1,050,000	100.00%	6.4%	1,049,000	1,048,929	1,048,315
Swimming Pool	118,027	118,027	99,266	84.10%	0.6%	118,137	113,908	104,750
Parks	678,276	679,005	630,314	92.83%	3.8%	606,003	589,557	587,468
Cemetary					0.0%	2,000	6,925	1,666
Planning	433,438	435,639	434,021	99.63%	2.6%	430,731	420,815	419,530
Total General Fund Exp	16,356,564	16,356,564	16,525,999	101.04%	100.0%	15,751,644	15,745,326	15,706,704
Net Surplus (Loss)	-	-	123,815			(312,120)	(514,275)	(222,261)
Fund Balance - Beginning of Year	2,625,943	2,625,943	2,625,943					
Fund Balance - End of Year	2,625,943	2,625,943	2,749,758					

Attachment: General Fund Financial Summary Report 12-31-19 (4980) : Preliminary YTD Budget Report as

Notes:

Common Council expenditures included sponsorship of Fun Before the 4th and the city survey fees
Information Services included several system upgrades including a new firewall, network switch and the replacement of several PC's
Finance expenditures reflect a slight increase in liability insurance premiums and retirement payouts
HR costs were over budget due to increase in recruitment and onboarding costs
Recycling expenditures saw an increase due to additional brush grinding 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

2020 Finance-Personnel Monthly Work Plan

Current Agenda Topics

Month	Agenda Topics
March	<ul style="list-style-type: none"> • Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Scoreboard Improvements at Rotary and River Barn Parks • Resolution Denying the Unlawful Taxation Claim of Lake States Vending, Inc. • Resolution Denying the Unlawful Taxation Claim of Red’s Novelty Ltd. • Resolution Denying the Unlawful Taxation Claim of Wisconsin P&P Amusements, Inc. • Discussion on the Request for Proposals – Community Development Analysis

Future Agenda Topics

<ul style="list-style-type: none"> • Financial Policy and City Ordinance Reconciliation • Salary Structure Review • Banking Services RFP 	<ul style="list-style-type: none"> • Life Insurances Review • 2020 Fee Schedule • IT Coordinator Services RFP • Liability Insurance Review
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2020 Completed Items

<ul style="list-style-type: none"> • Issued \$5,900,000 of General Obligation Refunding Bonds • Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City’s B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts • Resolution Amending Resolution 3284 to Update Authorized Signers on the City of Mequon’s BMO Harris N.A. Bank Accounts • Resolution Approving the City of Mequon’s Insurance Program for Fiscal Year 2020 	<ul style="list-style-type: none"> • Development Agreement Amendment for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC • Development and Dedication Agreement Between the Thiensville-Mequon Rotary Foundation and the City of Mequon for the Construction and Dedication of the Town Center Gateway Promenade
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Attachment: March 2020 Work Plan (4977 : Work Plan)