



11333 N. Cedarburg Rd 60W  
Mequon, WI 53092-1930  
Phone: 262/236-2941  
Fax: 262/242-9819

www.ci.mequon.wi.us

Office of the City Administrator

**Meeting of the  
Finance and Personnel Committee  
Tuesday, February 9, 2016 – 6:30 PM  
Mequon City Hall – North Conference Room  
AGENDA**

Call to Order, Roll Call

1. Approve minutes from the January 12, 2016 meeting  
**Action requested: review and approve**
2. License applications  
**Action requested: review and approve**
3. Vouchers for payment  
**Action requested: review and approve**
4. **RESOLUTION 3355** – An Amendment to the City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Café Hollander  
**Action requested: review and recommend approval**
5. **RESOLUTION 3350** – Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$9,020,000  
**Action requested: review and recommend approval**
6. **RESOLUTION 3360** – Support of the Preservation of Tax-Exempt Financing  
**Action requested: review and recommend approval**
7. **RESOLUTION 3357** – Town Center Business Loan: Ruby Tap  
**Action requested: review and recommend approval**
8. **RESOLUTION 3361** - Approving a Revolving Loan Fund Application for Big Shots Sports  
**Action requested: review and recommend approval**
9. **RESOLUTION 3346** – Approving a Contract to Purchase for the Town Center City-Owned Property known as 6200 W. Mequon Road, 6300 W. Mequon Road, 11300 and 11350 N. Buntrock Avenue  
**Action requested: review and recommend approval**
10. Closed Session:
  - a) Convene into closed session pursuant to Section 19.85(1)(e), Wisconsin State Statutes, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Land Acquisition).
  - b) Reconvene into open session to take formal action upon items discussed in closed session or to conduct discussion or give further consideration where the subject matter is not appropriate for closed session consideration.

11. Adjourn

*Dated: February 4, 2016*

*/s/ Dan Abendroth, Chairman*

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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 Deputy City Clerk at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the Administration Office at (262) 236-2941 Monday through Friday, 8:00 a.m. – 4:30 p.m.



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Office of the City Administrator

**FINANCE-PERSONNEL COMMITTEE  
MEETING MINUTES  
January 12, 2016**

**Present:** Mayor Abendroth, Aldermen Leszczynski, Mayr, Pukaite

**Also Present:** City Administrator Jones, Assistant City Administrator Thyges, Finance Director Watson, Assistant Finance Director Rudychev, Deputy City Clerk Fochs, City Attorney Sajdak, Executive Assistant Prosser, Press

Mayor Abendroth called the meeting to order at 6:45 PM.

**Approve minutes from the December 8, 2015**

**Action:** Motion to approve the December 8, 2015 meeting minutes (Mayr/Leszczynski).

**Result:** Motion passed by voice acclamation.

**License applications**

**Action:** Motion to approve license applications (Pukaite/Leszczynski).

**Result:** Motion passed by voice acclamation.

**Vouchers for payment**

**Action:** Motion to approve vouchers for payment (Mayr/Pukaite).

**Result:** Motion passed by voice acclamation.

**ORDINANCE 2016-1465 – Amending Article XXXIV, Section 24.34(5) of the City of Mequon  
Personnel Code pertaining to Reimbursement of Meals**

Assistant City Administrator Thyges stated the City of Mequon's Personnel Code states that the University of Wisconsin System Administration Travel Regulations govern the daily limit for meal reimbursement when traveling on city business. Mr. Thyges noted last October the UW System changed the reimbursement rates as well as how they are determined, which has made the provision within the City's Personnel Manual obsolete. Mr. Thyges went on to say, the UW system now provides an online calculator for an individual to determine their potential per diem based on Federal reimbursement rates for particular destinations. Mr. Thyges noted the UW system policy no longer requires receipts. Mr. Thyges stated staff is taking the opportunity to review the provision and to present a simple and cost effective policy for employees to utilize when requesting meal reimbursements.

**Action:** Motion to approve ORDINANCE 2016-1465 – Amending Article XXXIV, Section 24.34(5) of the City of Mequon Personnel Code pertaining to Reimbursement of Meals (Pukaite/Mayr)

**Result:** Motion passed by voice acclamation. Ordinance 2016-1465 recommended to Common Council for approval.

**RESOLUTION 3341 – A Resolution Disallowing the Claim of John R. Grau Relating to Driveway Replacement**

Assistant Finance Director Rudychev stated as part of the widening of Donges Bay Road, John Grau was notified that his driveway would need to be cut as part of the reconstruction project. Ms. Rudychev went on to say, the City advised Mr. Grau of the City ordinance that governs the replacement of the driveways. Mr. Rudychev noted Mr. Grau was further advised to contact the City if he intended to replace the portion of his driveway removed for the project with concrete. Ms. Rudychev noted Mr. Grau was informed if the City did not hear from him; the City would replace the driveway with asphalt in conjunction with the road paving. Ms. Rudychev stated the City did not hear from Mr. Grau, therefore the City did replace the driveway with asphalt at the City's expense. Mr. Grau has submitted an invoice in the amount of \$2,500 to the City for the concrete driveway which was cut and replaced with asphalt.

**Action:** Motion to approve RESOLUTION 3341 – A Resolution Disallowing the Claim of John R. Grau Relating to Driveway Replacement (Pukaite/Leszczynski)

**Result:** Motion passed by voice acclamation. Resolution 3341 recommended to Common Council for approval.

**RESOLUTION 3351 – Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B**

**Action:** Motion to approve RESOLUTION 3351 – Resolution Authorizing the Redemption of the City of Mequon \$16,965,000 General Obligation Refunding Bonds, Series 2005B (Pukaite/Leszczynski)

**Result:** Motion passed by voice acclamation. Resolution 3351 recommended to Common Council for approval.

**RESOLUTION 3352 - Approving the Agreement between the City of Mequon and the Mequon Fire and EMS**

Assistant City Administrator Thyes stated the City's negotiation team met with the Mequon Fire and EMS Association several times during December, 2015 for the purposes of negotiating a successor Fire and EMS Association agreement. Mr. Thyes noted the agreement was ratified by the Association on December 21, 2015. Mr. Thyes went on to review the agreement with the Finance & Personnel Committee.

**Action:** Motion to approve RESOLUTION 3352 - Approving the Agreement between the City of Mequon and the Mequon Fire and EMS (Pukaite/Leszczynski)

**Result:** Motion passed by voice acclamation. Resolution 3352 recommended to Common Council for approval.

**Adjourn**

**Action:** Motion to adjourn (Pukaite/Leszczynski)

**Result:** Motion passed by voice acclamation. Meeting adjourned at 7:21 PM.

Respectfully Submitted,  
CITY OF MEQUON FINANCE-PERSONNEL COMMITTEE  
Lina Prosser, Executive Assistant

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Office of the City Clerk

**TO: Finance-Personnel Committee**  
**FROM: Caroline Fochs, Deputy City Clerk** CF  
**DATE: February 4, 2016**  
**SUBJECT: License Applications**

**APPROVALS**

**OPERATOR (BARTENDER) – NEW – For the period through June 30, 2017**

Amy Lynn Roskopf  
10437 N. O’Connell Ln  
Mequon, WI 53097  
Employed by: The Ruby Tap

Angela Pagoulatos  
1583 S. Moorland Rd. #107  
New Berlin, WI 53151  
Employed by: Crave Bar & Grille

Ricardo Rae Rivera  
1036 E. Whitaker Ct.  
Milwaukee, WI 53207  
Employed by: Sybaris

Dillon Travis Forbes  
10631 W. Freistaadt Rd  
Mequon, WI 53097  
Employed by: River Club of Mequon

**CLASS B BEER AND CLASS C WINE – CHANGE OF AGENT ONLY – For the period February 9, 2016 through June 30, 2016**

Lakeshore Concessions Wisconsin LLC (Kapco Park)  
12800 N. Lakeshore Drive  
New Agent: Shawn Kison

**PEDDLER’S, CANVASSER’S, SOLICITOR’S OR TRANSIENT MERCHANTS LICENSE – 3 MONTH EXTENSION**

Edward Jones  
108 E. Freistadt Road  
Thiensville, WI 53092  
Request: Solicit door-to-door financial service information  
Period: January 16, 2016 – April 16, 2016

Applicant Names- Edward Jones

Marc J. Mrugala  
Sally M. Whitmore

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

THE FOLLOWING VOUCHERS PAYABLE:

GENERAL FUND	747,708.76
SPECIAL REVENUE FUND	12,915.50
PARKS & OPEN SPACE	3,280.00
REVOLVING LOAN FUND	0.00
LIBRARY FUND	0.00
LIBRARY GRANTS	0.00
DEBT SERVICE FUND	0.00
DEBT SERVICE TIF 2 FUND	0.00
DEBT SERVICE TIF 3 FUND	0.00
CAPITAL PROJECT FUND	122,050.49
SEWER UT FUND	97,551.35
SEWER CAPITAL	14,470.04
WATER UT FUND	194,656.57
WATER CAPITAL	84,538.82
RISK MANAGEMENT	0.00
FLEET SERVICES	0.00
TAX FIDUCIARY FUND	66,018.89
FIXED ASSETS FUND	0.00
TOTAL	<u>1,343,190.42</u>

IN THE AMOUNT OF \$ 1,343,190.42 IS HEREBY CERTIFIED AS CORRECT  
AND PROPERLY CHARGEABLE TO ACCOUNTS WITH FUNDS AVAILABLE THEREIN.

2/3/2016

WILLIAM JONES  
CITY ADMINISTRATOR & CITY CLERK

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## City of Mequon A/P Vendor Listing by Department for January 2016

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	31367	LAW HEALTH BEN 1/29 P/R	30.00	01/29/2016	21328	0110	110000	224170
	10702	MEQUON FIRE & EMS ASSOCIATION	31081	UNION DUES 1/15/16 P/R	880.00	01/15/2016	85	0110	110000	224160
	10707	MEQUON POLICE ASSOCIATION	31078	UNION DUES 1/15/16 P/R	1,750.00	01/15/2016	87	0110	110000	224160
	10810	NORTH SHORE BANK FSB	31079	DEF COMP 1/15/16 P/R	2,174.92	01/15/2016	21182	0110	110000	224101
	10810	NORTH SHORE BANK FSB	31079	DEF COMP 1/15/16 P/R	40.00	01/15/2016	21182	0610	610000	224101
	10810	NORTH SHORE BANK FSB	31368	DEF COMP 1/29 P/R	2,174.92	01/29/2016	21338	0110	110000	224101
	10810	NORTH SHORE BANK FSB	31368	DEF COMP 1/29 P/R	40.00	01/29/2016	21338	0610	610000	224101
	11331	WIS SUPPORT COLLECTIONS TRUST	31080	SUPPORT 1/15/16 P/R	993.64	01/15/2016	21200	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	31080	SUPPORT 1/15/16 P/R	140.77	01/15/2016	21200	0610	610000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	31369	SUPPORT ID# 2463049 6822246 & 5956557 1/29 P/R	1,077.87	01/29/2016	21383	0110	110000	224150
	11331	WIS SUPPORT COLLECTIONS TRUST	31369	SUPPORT ID# 2463049 6822246 & 5956557 1/29 P/R	140.77	01/29/2016	21383	0610	610000	224150
				Department Total	9,442.89					
COMMON COU	12177	GROSS, NOELLE C	31111	COMMON COUNCIL MEETINGS 1/12/16	275.00	01/15/2016	21169	0110	110101	683211
				Department Total	275.00					
CITY CLERK	10230	CONLEY MEDIA LLC	31184	PUBL SERVICES 11/29/15-1/2/16	249.07	01/22/2016	21208	0110	110112	680502
	10317	ECKER ENVELOPE INC	31103	20K window envelopes	739.00	01/15/2016	21160	0110	110112	680101
	10448	GRAMANN REPORTING LTD	31217	BOA reporter 1/5/16	150.00	01/29/2016	21322	0110	110112	683201
	10834	OFFICE DEPOT *	30811	OFFICE SUPPLIES	398.70	01/08/2016	21058	0110	110112	680101
	10834	OFFICE DEPOT *	30816	binders	48.98	01/08/2016	21058	0110	110112	680101
	10834	OFFICE DEPOT *	30819	green binders	22.49	01/08/2016	21058	0110	110112	680101
	10834	OFFICE DEPOT *	30823	calculator	8.99	01/08/2016	21058	0110	110112	680101
	10894	PITNEY BOWES 371887	31122	folder/inserter annual mainten	843.00	01/22/2016	21239	0110	110112	680401
				Department Total	2,460.23					
INFO SERVI	10182	CDW GOVERNMENT INC	30807	HARDWARE - SUPPLIES	1,906.74	01/15/2016	80	0110	110117	680102

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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
INFO SERVI	10182	CDW GOVERNMENT INC	31042	HARDWARE - SUPPLIES	67.29	01/22/2016	92	0110	110117	680102
	10555	LEONARD MCCA W	31015	IT COORDINATOR SERVICES 2016 10% RETAINER	10,739.00	01/08/2016	70	0110	110117	683201
	10555	LEONARD MCCA W	31109	IT COORDINATOR SERVICES 12/26-1/8/16	3,717.54	01/15/2016	84	0110	110117	683201
	10555	LEONARD MCCA W	31412	IT COORDINATOR SERVICES 1/9-1/22/16	3,717.54	01/29/2016	105	0110	110117	683201
	11113	PROSHIP, INC.	31166	FS1 EMERGENCY FILE REBUILD	2,500.00	01/15/2016	21185	0110	110117	683201
	11801	RICOH USA INC	31202	CLERK COPIER SOFTWARE MAINT CO	184.00	01/29/2016	21347	0110	110117	683202
	11946	HEWLETT-PACKARD FINANCIAL SERVICES CO	31016	HP BLADE SERVER LEASE	11,245.04	01/08/2016	21050	0110	110117	688110
				Department Total	34,077.15					
FINANCE	10182	CDW GOVERNMENT INC	30097	RETURNED ITEM	-180.41	01/15/2016	80	0110	110117	680401
	10691	MENARDS	31062	RETURNED ITEMS	-24.44	01/22/2016	21221	0110	110474	680340
	11113	PROSHIP, INC.	31011	NETWORK SUPPORT SERVICES JANUARY	3,485.00	01/15/2016	21185	0110	110117	683201
	11801	RICOH USA INC	31012	DCD COPIER LEASE/COPY FEES 1/1-3/31/16	784.73	01/08/2016	21066	0110	110118	688101
	11801	RICOH USA INC	31014	CLERK COPIER LEASE & COPY CHARGE 1/1-3/31/16	784.08	01/08/2016	21066	0110	110118	688101
	11801	RICOH USA INC	31127	FIRE & CLERKS COPIER LEASE/COPY FEE 10/1-12/31/15	102.67	01/22/2016	21243	0110	110118	688101
	11801	RICOH USA INC	31127	FIRE & CLERKS COPIER LEASE/COPY FEE 10/1-12/31/15	44.82	01/22/2016	21243	0110	110236	688101
	11801	RICOH USA INC	31131	DCD COPIER LEASE/COPY FEES 10/1-12/31/15	1,042.08	01/22/2016	21243	0110	110118	688101
	11866	VALUE IN LOCAL GOVERNMENT	31013	2016 MEMBERSHIP FEE	35.00	01/08/2016	21143	0110	110118	680501
	12180	SULLIVAN MANUFACTURING CORP	31267	refund utility acct # 647200	2,444.17	01/22/2016	21253	0610	610000	103102
	12181	CENTRO PROPERTIES	31351		29,322.73	01/29/2016	21307	0620	620000	103102
	12181	CENTRO PROPERTIES	31351		279.07	01/29/2016	21307	0610	610000	103102
				Department Total	38,119.50					
ASSESSOR	10463	GROTA APPRAISALS LLC	31204	ASSESSMENT SERVICES JANUARY	11,250.00	01/29/2016	104	0110	110119	683201
	10834	OFFICE DEPOT *	30828	FOLDERS, MARKERS, HOLDER	53.43	01/08/2016	21058	0110	110119	680101
				Department Total	11,303.43					

## City of Mequon A/P Vendor Listing by Department for January 2016

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HR	10380	FIRST ADVANTAGE OCCUPATIONAL HEALTH	31138	2015 RANDOM DRUG SCREENS DOT	181.70	01/15/2016	21166	0110	110120	683201
	10541	APS HEALTHCARE	31151	2015 EAP SERVICES 9/1-11/30/15	917.70	01/15/2016	21153	0110	110120	683201
	10541	APS HEALTHCARE	31152	2015 EAP SERVICES 12/1/14-2/28/15	917.70	01/15/2016	21153	0110	110120	683201
	10723	MIDLAND HEALTH TESTING INC	31066	2015 DOT QUARTERLY RANDOMS	140.00	01/15/2016	21176	0110	110120	683201
	11834	US HEALTHWORKS MEDICAL GROUP OF	30809	PRE-EMPLOYMENT/POST ACCIDENT 2 DECEMBER	1,071.00	01/08/2016	21142	0110	110120	683201
	11834	US HEALTHWORKS MEDICAL GROUP OF	31135	PRE-EMPLOYMENT/POST ACCIDENT 2	444.00	01/22/2016	21294	0110	110120	683201
	Department Total					3,672.10				
LEGAL COUN	10159	BUELOW VETTER BUIKEMA OLSON	31137	LEGAL FEES 2015 DECEMBER	200.00	01/29/2016	102	0110	110124	683311
	10159	BUBLOW VETTER BUIKEMA OLSON	31137	LEGAL FEES 2015 DECEMBER	2,075.00	01/29/2016	102	0110	110124	683312
	Department Total					2,275.00				
POLICE	10289	DIGITAL ALLY, INC	30958	RADIO EQUIPMENT REPAIR-SQD 19	45.00	01/08/2016	21038	0110	110235	686550
	10289	DIGITAL ALLY, INC	31175	RADIO EQUIPMENT REPAIR	60.00	01/22/2016	21210	0110	110235	686550
	10289	DIGITAL ALLY, INC	31380	SQUAD MAINTENANCE/REPAIR-#11 CAMERA	395.00	01/29/2016	21310	0110	110235	686550
	10289	DIGITAL ALLY, INC	31381	SQUAD MAINTENANCE/REPAIR-#19 CAMERA	315.00	01/29/2016	21310	0110	110235	686550
	10289	DIGITAL ALLY, INC	31407	SQUAD MAINTENANCE/REPAIR-#8 CAMBRA	410.00	01/29/2016	21310	0110	110235	686550
	10320	EDLO AUTO TRIM	31338	POLICE VEHICLE REPAIRS-SQD 1	285.00	01/29/2016	21312	0110	110235	686550
	10320	EDLO AUTO TRIM	31339	POLICE VEHICLE REPAIRS-SQD 7	285.00	01/29/2016	21312	0110	110235	686550
	10355	EWALD CHEVROLET BUICK INC	31430	2012 FORD FUSION UNDERCOVER	12,686.00	01/29/2016	21315	0210	210860	691922
	10375	FIDDLEHEADS	30957	MEETING REFRESHMENTS 12/31/15	40.00	01/08/2016	21045	0110	110235	680301
	10417	GENERAL COMMUNICATIONS INC	31067	RADIO & DISPATCH EQUIP MAINT 01/01/2016-12/31/16	18,927.00	01/15/2016	82	0110	110235	683202
	10426	GIERACH'S SERVICE INC	30797	TOW- NONPD VEHIC/PD VEH REPAIR	40.00	01/08/2016	21047	0110	110235	683702
	10426	GIERACH'S SERVICE INC	30798	TOW- NONPD VEHIC/PD VEH REPAIR	140.00	01/08/2016	21047	0110	110235	683702
10426	GIERACH'S SERVICE INC	31340	TOW SERVICES #15-26910	148.00	01/29/2016	21319	0110	110235	683702	
10482	HARTFORD POLICE DEPT	31372	OFFICER TRAINING	70.00	01/29/2016	21323	0110	110235	683501	

## City of Mequon A/P Vendor Listing by Department for January 2016

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
POLICE	10546	INTNL ASSOC-CHIEFS OF POLICE	31383	INTNL CHIEFS ASSOCIATION MEMBERSHIP 2016	150.00	01/29/2016	21326	0110	110235	680501
	10560	JAMES IMAGING SYSTEMS	31283	COPIER LEASE 01/2016-03/2016	792.00	01/22/2016	21217	0110	110235	688101
	10765	MOCIC	31370	ANNUAL MEMBERSHIP 2016	200.00	01/29/2016	21337	0110	110235	680501
	10885	PERSONNEL EVALUATIONS INC	31046	CANDIDATE TESTING MATERIAL	20.00	01/15/2016	21183	0110	110235	683201
	10909	PORT A JOHN	31331	SEASONAL RESTROOM SERVICE 01/2016-12/2016	360.00	01/29/2016	21344	0110	110235	688120
	11054	SILVER SPRAY	30959	SQUAD CAR WASHES 2015	3,744.00	01/08/2016	21067	0110	110235	683202
	11101	STREICHER'S	31273	AMMUNITION & WEAPON PARTS/SUPPLIES-RIFLE PARTS	55.98	01/29/2016	21354	0110	110235	680301
	11101	STREICHER'S	31275	AMMUNITION & WEAPON PARTS/SUPP	15.98	01/22/2016	21252	0110	110235	680301
	11137	THOMSON REUTERS - WEST	31335	BULLETIN-SEARCH & SEIZURE	312.00	01/29/2016	21374	0110	110235	680503
	11153	TRANS UNION LLC	30955	CREDIT HISTORY REPORTS 11/26/15-12/25/15	35.00	01/08/2016	21140	0110	110235	683201
	11211	VERIZON WIRELESS	31178	CELL PHONE SERVICES 11/27/15-12/26/15	762.55	01/22/2016	21296	0110	110235	680504
	11211	VERIZON WIRELESS	31178	CELL PHONE SERVICES 11/27/15-12/26/15	21.24	01/22/2016	21296	0110	110239	680504
	11211	VERIZON WIRELESS	31376	TELEPHONE SERVICE 12/11/15-01/10/16	645.00	01/29/2016	21375	0110	110235	680504
	11226	WAI	31336	ANNUAL MEMBERSHIPS	60.00	01/29/2016	21376	0110	110235	680501
	11226	WAI	31337	CONFERENCE REGISTRATIONS	720.00	01/29/2016	21376	0110	110235	683501
	11236	WAUKESHA COUNTY TECH COLLEGE	31284	OFFICER TRAINING - ANNUAL CBRT	149.56	01/22/2016	21297	0110	110235	683501
	11285	WI CHIEFS OF POLICE ASSOC INC.	31373	ANNUAL MEMBERSHIP DUES 2016	65.00	01/29/2016	21377	0110	110235	680501
	11315	WIS EMS ASSOCIATION	31333	CONFERENCE REGISTRATIONS	210.00	01/29/2016	21381	0110	110235	683501
	11315	WIS EMS ASSOCIATION	31334	ANNUAL MEMBERSHIP DUES	25.00	01/29/2016	21381	0110	110235	680501
	11325	WIS POLICE EXECUTIVE GROUP	31332	ANNUAL MEMBERSHIP DUES	110.00	01/29/2016	21382	0110	110235	680501
	11354	WI TRAFFIC SAFETY OFFICERS ASSOC	31371	OFFICER TRAINING	390.00	01/29/2016	21378	0110	110235	683501
	11529	LIVE VIEW GPS, INC	31272	LIVEVIEW GPS CONNECTION FEE 01/2016-01/2017	479.40	01/22/2016	21218	0110	110235	683201
	11553	CITIZENOBSERVER, LLC	31282	CITIZEN OBSERVER/TIP411 SUBSCTP 01/2016-12/2017	5,670.00	01/22/2016	21207	0110	110235	683201

### City of Mequon A/P Vendor Listing by Department for January 2016

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
POLICE	12174	AOL INC.	30954	OPEN RECORDS REQUESTS	120.00	01/08/2016	21027	0110	110235	683702
	12175	BRANDEMUEHL, MICHAEL	31308	GAS REIMB 1/16/16	20.38	01/22/2016	91	0110	110235	680402
	Department Total				48,979.09					
FIRE / EMS	10025	ALADTEC INC	31070	EMS MANAGER SUBSCRIPTION	1,255.00	01/22/2016	21202	0110	110236	683201
	10116	BENDLIN FIRE EQUIPMENT CO	31313	BLANKET PO	165.00	01/29/2016	101	0110	110236	680301
	10204	CINTAS	30943	EXTINGUISHER INSPECTIONS	837.00	01/08/2016	21036	0110	110236	686550
	10336	EMERGENCY MEDICAL PRODUCTS INC	30822	Work Supplies	1,171.15	01/08/2016	21042	0110	110236	680301
	10336	EMERGENCY MEDICAL PRODUCTS INC	31402	Work Supplies - Blanket	244.12	01/29/2016	21314	0110	110236	680301
	10377	FIRE ENGINEERING	31324	Periodicals	20.00	01/22/2016	21212	0110	110236	680503
	10394	FOX WELDING SUPPLY INC	30824	Work Supplies	10.08	01/08/2016	21046	0110	110236	680301
	10394	FOX WELDING SUPPLY INC	30825	Work Supplies	234.64	01/08/2016	21046	0110	110236	680301
	10414	GEAR WASH, LLC	30942	TURNOUT GEAR REPAIRS	156.20	01/15/2016	21167	0110	110236	686550
	10414	GEAR WASH, LLC	31321	Maintenance	52.22	01/29/2016	21318	0110	110236	686550
	10555	LEONARD MCCA W	31411	Equipment 65" FLAT PANEL MONITOR REPLACED	725.00	01/29/2016	105	0110	110236	680401
	10647	LINCOLN CONTRACTORS SUPPLY INC	30760	Work Supplies	3.89	01/08/2016	74	0110	110236	680301
	10691	MENARDS	31399	Maintenance & Repair	4.97	01/29/2016	21331	0110	110236	686550
	10736	MILW AREA TECHNICAL COLLEGE	30941	GEIDEL EMT REFRESHER COURSE 8/1-12/23/15	106.80	01/08/2016	21055	0110	110236	683501
	10806	NFPA	30986	2016 Membership	175.00	01/22/2016	21228	0110	110236	680501
	10806	NFPA	30987	Publications	1,255.50	01/22/2016	21228	0110	110236	680503
	10834	OFFICE DEPOT *	30817	Office Supplies	22.99	01/08/2016	21058	0110	110236	680101
	10834	OFFICE DEPOT *	30818	Office Supplies	37.05	01/08/2016	21058	0110	110236	680101
	10834	OFFICE DEPOT *	31397	Office Supplies	66.45	01/29/2016	21340	0110	110236	680101
	10834	OFFICE DEPOT *	31398	Office Supplies	4.49	01/29/2016	21340	0110	110236	680101
10876	PAUL CONWAY SHIELDS, INC	31312	SHIP PANTS	10.50	01/22/2016	21236	0110	110236	675101	

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FIRE / EMS	10928	PROPHOENIX CORPORATION	30988	ANNUAL MAINTENANCE CONTRACT	888.62	01/08/2016	21064	0110	110236	683202
	10962	RED THE UNIFORM TAILOR	31314	Uniforms	290.58	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31315	Uniforms	70.20	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31316	Uniforms	70.20	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31317	BLANKET PO	70.20	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31318	Uniforms	65.20	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31319	Uniforms	70.20	01/22/2016	21241	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31390	Uniforms	27.00	01/29/2016	21345	0110	110236	675101
	11211	VERIZON WIRELESS	31393	WIRELESS CHARGES	30.12	01/29/2016	21375	0110	110236	680504
	11351	WSFA	31311	Membership	25.00	01/22/2016	21300	0110	110236	680501
	11352	WSFCA	31071	Memberships	95.00	01/22/2016	21301	0110	110236	680501
	11559	PARATECH	30985	Contracted Training Services	500.00	01/08/2016	21060	0110	110236	683201
	11559	PARATECH	31320	Work Supplies	315.00	01/29/2016	21342	0110	110236	680301
	11801	RICOH USA INC	31120	MPC-4503 QUARTERLY LEASE FIRE DEPT 1/1-3/31/16	368.82	01/15/2016	21187	0110	110236	688101
	11801	RICOH USA INC	31130	FD COPIER LEASE/COPY FEES 7/1-9/30/15	9.84	01/22/2016	21243	0110	110236	688101
	11893	TARGET SOLUTIONS LEARNING	31323	Contracted Services	270.00	01/22/2016	21254	0110	110236	683201
				Department Total	9,724.03					
POL RESERVE	10626	LARK UNIFORM OUTFITTERS	30956	RESERVE OFFICER UNIFORMS & CLOTHING	118.85	01/08/2016	72	0110	110239	675101
				Department Total	118.85					
INSPECTION	10121	BIASEW	30926	2016 Winter Code Updates - Mar	85.00	01/08/2016	21032	0110	110244	683501
	10121	BIASEW	31053	2016 Winter Code Updates - Marty	95.00	01/15/2016	21154	0110	110244	683501
	10121	BIASEW	31054	Mike Rakow - 2016 Winter Code	180.00	01/15/2016	21154	0110	110244	683501
	10121	BIASEW	31118	Dwelling code update course (JZ)	180.00	01/15/2016	21154	0110	110578	683501
	10325	EIASEW - TERRY MAIER	30920	2016 Winter Code Updates Registration	95.00	01/08/2016	21041	0110	110244	683501

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INSPECTION	10325	EIASEW - TERRY MAIER	31052	Mike Rakow - 2016 Winter Code	95.00	01/15/2016	21163	0110	110244	683501	
	10325	EIASEW - TERRY MAIER	31110	Continuing Education 3/4 JZ	95.00	01/15/2016	21163	0110	110578	683501	
	10902	PLUMBING INSPECTORS SOCIETY	30918	Martin Schoenknecht - Plumbing	40.00	01/08/2016	21063	0110	110244	680501	
	10902	PLUMBING INSPECTORS SOCIETY	31050	SE WI Region Plumbing Inspecto	50.00	01/15/2016	21184	0110	110244	683501	
	10902	PLUMBING INSPECTORS SOCIETY	31051	Marty - Cont'd Education - SE	50.00	01/15/2016	21184	0110	110244	683501	
	10902	PLUMBING INSPECTORS SOCIETY	31104	Continuing Ed - Plumbing Inspe 2/19 JZ	50.00	01/15/2016	21184	0110	110244	683501	
	11366	BRUCE C KRESS	30940	Health Inspector - December 2015	1,030.00	01/08/2016	71	0110	110244	683201	
	11581	STAPLES BUSINESS ADVANTAGE	30939	Office Supplies	20.97	01/08/2016	21073	0110	110244	680101	
					Department Total	2,065.97					
	BLDG MAINT	10036	AMBIUS INC LLC	31093	PLANT CONTRACT CITY HALL	512.31	01/15/2016	21149	0110	110326	683201
10073		AT & T * 5019	31216	CITY HALL LINE 262 R58 8980	121.75	01/22/2016	21203	0110	110326	680504	
10074		AT & T	31179	security alarms SERVICE 1/1-1/31/16	131.85	01/22/2016	21204	0110	110326	683201	
10115		BELL TAPE INC	30676	janitorial supplies	558.65	01/08/2016	67	0110	110326	680201	
10115		BELL TAPE INC	30676	janitorial supplies	59.74	01/08/2016	67	0110	110326	680201	
10144		BRAUN THYSSENKRUPP ELEVATOR	31035	elevator contract	453.97	01/15/2016	21156	0110	110326	683201	
10446		GRAINGER	31159	air hose for fire dept	94.55	01/29/2016	21321	0110	110326	680304	
10622		LAKEWOOD FILTERS INC	31025	furnace filters	744.32	01/15/2016	21172	0110	110326	680303	
10691		MENARDS	30673	WALL PLATES, WIRE STRIPPER	19.01	01/08/2016	21052	0110	110326	680302	
10691		MENARDS	31057	bulbs and sensors	79.95	01/22/2016	21221	0110	110326	680302	
10691		MENARDS	31157	bins, electrical tape	27.97	01/29/2016	21331	0110	110326	680302	
10691		MENARDS	31158	fuses	29.97	01/29/2016	21331	0110	110326	680302	
10691		MENARDS	31264	MOP HEADS	41.94	01/29/2016	21331	0110	110326	680302	
10691		MENARDS	31265	ELECTRICAL SUPPLIES	21.90	01/29/2016	21331	0110	110326	680302	
10691		MENARDS	31266	TOILET REPAIR SUPPLIES, OUTLET COVER	21.29	01/29/2016	21331	0110	110326	680302	

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BLDG MAINT	10693	MENARDS WEST BEND	31183	TV STAND	24.99	01/29/2016	21332	0110	110326	680302	
	10695	MEQUON ACE HARDWARE	30726	DRILL BITS, TAP/DIE	44.98	01/08/2016	21053	0110	110326	680303	
	10695	MEQUON ACE HARDWARE	30903	BATTERY	37.79	01/08/2016	21053	0110	110326	680303	
	10798	NEHER ELECTRIC SUPPLY INC	31261	generator outlets	65.40	01/22/2016	21227	0110	110326	680303	
	10886	PEST ARREST EXTERMINATING	31045	pest control contract	50.00	01/22/2016	21238	0110	110326	683201	
	11514	SIMPLEX GRINNELL	31031	fire alarm contracts	220.00	01/15/2016	21190	0110	110326	683201	
	11514	SIMPLEX GRINNELL	31032	fire alarm contracts	1,097.00	01/15/2016	21190	0110	110326	683201	
	11514	SIMPLEX GRINNELL	31033	fire alarm contracts	880.00	01/15/2016	21190	0110	110326	683201	
	11514	SIMPLEX GRINNELL	31034	fire alarm contracts	332.00	01/15/2016	21190	0110	110326	683201	
	11859	DILLETT MECHANICAL SERVICES, INC	30899	CITY HALL BOILER REPAIRS	646.70	01/15/2016	81	0110	110326	686501	
	11859	DILLETT MECHANICAL SERVICES, INC	30901	emergency repairs to city hall	1,231.42	01/15/2016	81	0110	110326	686501	
	11859	DILLETT MECHANICAL SERVICES, INC	31201	HVAC PREVENTIVE MAINT CONTRACT	1,732.00	01/22/2016	94	0110	110326	683201	
	11928	ADELMAN MAINTENANCE CORP OF MILWAUKEE	30902	CITY HALL CARPET CLEANING	1,970.00	01/08/2016	21024	0110	110326	686501	
	12124	PACKERLAND RENT-A-MAT, INC.	30725	floor mat service	111.55	01/08/2016	21059	0110	110326	683201	
	12124	PACKERLAND RENT-A-MAT, INC.	31036	mat rental contract	111.55	01/22/2016	21234	0110	110326	683201	
	12127	DOOR MASTER GARAGE DOOR CO, LLC.	30722	REPAIR GARAGE DOORS	497.41	01/08/2016	21039	0110	110326	686502	
	12127	DOOR MASTER GARAGE DOOR CO, LLC.	30722	REPAIR GARAGE DOORS	585.59	01/08/2016	21039	0110	110326	686503	
	Department Total					12,557.55					
	FLEET SRVS	10082	AUTO BRAKE CLUTCH & GEAR	30972	#336 RO 11252 LIGHTS	899.76	01/08/2016	21029	0110	110355	680301
10109		BEARINGS INC	31203	BEARINGS AND SEALS #407 SNOWBL	84.11	01/29/2016	21304	0110	110355	680301	
10135		BOBCAT PLUS INC	30970	TACHOMETER #347	572.40	01/08/2016	21033	0110	110355	680301	
10137		BOEHLKE HARDWARE	31088	bolts	2.70	01/15/2016	21155	0110	110355	680301	
10176		CARQUEST AUTO PARTS	30707	battery	98.43	01/08/2016	21035	0110	110355	680301	
10176		CARQUEST AUTO PARTS	30974	CABLE TIES	3.95	01/08/2016	21035	0110	110355	680301	

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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
FLEET SRVS	10176	CARQUEST AUTO PARTS	30975	HARDWARE	13.24	01/08/2016	21035	0110	110355	680301
	10176	CARQUEST AUTO PARTS	30976	CLAY ABSORBENT, PLUG	44.34	01/08/2016	21035	0110	110355	680301
	10176	CARQUEST AUTO PARTS	30977	AUTO BATTERIES	106.52	01/08/2016	21035	0110	110355	680301
	10176	CARQUEST AUTO PARTS	30978	#336 RO 11252 FOAM TAPE	9.74	01/08/2016	21035	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31084	CALIPER	146.14	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31085	AUTO BATTERIES	84.86	01/29/2016	21306	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31086	#514 POLY RIB BELTS	19.59	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31087	FIRE DEPT BACK UP LAMP	63.18	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31150	RETURNED ITEM	-79.00	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31191	HEADLAMPS	24.34	01/29/2016	21306	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31192	#206 blower motor	33.14	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31219	RETURNED AUTO BATTERY	-10.00	01/22/2016	21206	0110	110355	680301
	10176	CARQUEST AUTO PARTS	31290	headlights	24.34	01/29/2016	21306	0110	110355	680301
	10321	EGELHOFF LAWN MOWER SERVICE	31162	carb kit	15.90	01/22/2016	21211	0110	110355	680301
	10330	ELLSWORTH CO INC, JOHN M	31028	FUEL DISPENSER HOSE SWIVELS AN	186.02	01/15/2016	21164	0110	110355	680402
	10360	FABICK CAT	30961	#336 CONVERTOR	145.47	01/08/2016	21043	0110	110355	680301
	10360	FABICK CAT	30962	MIRRORS #337	52.32	01/08/2016	21043	0110	110355	680301
	10360	FABICK CAT	30963	MIRRORS #337	84.73	01/08/2016	21043	0110	110355	680301
	10360	FABICK CAT	30967	PLUGS	18.38	01/08/2016	21043	0110	110355	680301
	10360	FABICK CAT	30968	BRAKE VALVE #328	1,018.21	01/08/2016	21043	0110	110355	680301
	10362	FACTORY MOTOR PARTS CO	30971	TRUCK BATTERY	149.00	01/08/2016	21044	0110	110355	680301
	10362	FACTORY MOTOR PARTS CO	30973	#19 PUMP KIT	20.49	01/08/2016	21044	0110	110355	680301
	10362	FACTORY MOTOR PARTS CO	31161	power steering pump kit and fluid	203.85	01/29/2016	21316	0110	110355	680301

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FLEET SRVS	10362	FACTORY MOTOR PARTS CO	31434	#604 THROTTLE BODY ASSEMBLY	234.44	01/29/2016	21316	0110	110355	680301
	10384	FIVE CORNERS DODGE INC	31163	PLOW EDGES #409	390.38	01/29/2016	21317	0110	110355	680301
	10487	HAUSER AUTO ELECTRIC LLC	31089	ALTERNATOR #514	174.00	01/22/2016	21214	0110	110355	680301
	10516	HUMPHREY SERVICE PARTS INC	30965	OIL FILTERS	41.88	01/08/2016	21051	0110	110355	680301
	10516	HUMPHREY SERVICE PARTS INC	31438	HEADLIGHTS	81.00	01/29/2016	21325	0110	110355	680301
	10579	K & M PRODUCTS & SERVICES INC	31027	DIESEL EMISSION FLUID	175.00	01/15/2016	21171	0110	110355	680301
	10579	K & M PRODUCTS & SERVICES INC	31186	paint	54.00	01/29/2016	21327	0110	110355	680301
	10621	LAKESIDE INTNL TRUCKS INC	31082	CAMSHAFT SENSOR	191.21	01/29/2016	21329	0110	110355	680301
	10621	LAKESIDE INTNL TRUCKS INC	31083	FUEL TANK, STRAP, LINING	1,666.14	01/29/2016	21329	0110	110355	680301
	10621	LAKESIDE INTNL TRUCKS INC	31193	RO 11286 #313 METERING VALVE	573.17	01/29/2016	21329	0110	110355	680301
	10728	MIDWEST METAL WAREHOUSE LLC	31090	steel	98.40	01/22/2016	21224	0110	110355	680301
	10908	POMPS TIRE SERVICE INC	30960	tires	957.28	01/08/2016	76	0110	110355	680301
	10968	RELIANT FIRE APPARATUS INC	31077	constant current module	862.27	01/22/2016	21242	0110	110355	680301
	10968	RELIANT FIRE APPARATUS INC	31448	FIRE TRUCK POWER MODULE	778.53	01/29/2016	21346	0110	110355	680301
	10984	ROAD EQUIPMENT PARTS CENTER	31029	PREWET TUBING FITTINGS #303	17.20	01/15/2016	21188	0110	110355	680301
	10984	ROAD EQUIPMENT PARTS CENTER	31190	#304 BAND CLAMP, TAIL SPOUT	42.59	01/29/2016	21348	0110	110355	680301
	11280	GOODYEAR COMMERICAL TIRE	30969	TIRES	291.75	01/08/2016	21048	0110	110355	680301
	11360	ZARNOTH BRUSH WORKS INC	30966	STREET SWEEPER BRUSHES	2,002.95	01/08/2016	21148	0110	110355	680301
	11361	ZEP MANUFACTURING CO	31205	CUTTING OIL	103.30	01/22/2016	21302	0110	110355	680301
	11506	HEAVY EQUIPMENT SPECIALISTS LLC	31286	SNOW PLOW BLADES	2,160.00	01/22/2016	21216	0110	110355	680301
Department Total					14,931.64					
ENGINEERIN	10239	COUNTY MATERIALS CORP	31348	Pines/Haddonstone Manholes	1,020.69	01/29/2016	21308	0410	410798	730016
	10811	NORTH SHORE ENGINEERING INC	30753	Solar Heights Drainage Analysis	5,000.00	01/08/2016	75	0110	110358	683101
	10824	NORTHSTAR PRINTING & GRAPHICS	31404	Busines Cards	58.98	01/29/2016	21339	0110	110358	680301

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ENGINEERIN	10824	NORTHSTAR PRINTING & GRAPHICS	31404	Busines Cards	29.48	01/29/2016	21339	0110	110359	680101
	10858	OZAUKEE COUNTY HIGHWAY DEPT	31423	Repair of Haddonstone Drain Ti	18,611.19	01/29/2016	21341	0110	110359	680320
	10858	OZAUKEE COUNTY HIGHWAY DEPT	31423	Repair of Haddonstone Drain Ti	1,329.31	01/29/2016	21341	0410	410798	730016
	10873	PARSS	31425	DPW Building Asbestos Inspection	560.00	01/29/2016	21343	0410	410795	730015
	10878	PAYNE & DOLAN INC	31310	COUNTY LINE RD RECONST. WITH B	3,667.89	01/22/2016	21237	0410	410780	720013
	10995	RUEKERT & MIELKE INC	30947	Highlander Estates Inspection	3,293.80	01/22/2016	98	0110	110358	683102
	10995	RUEKERT & MIELKE INC	30984	GIS Enhancements	2,000.00	01/22/2016	98	0410	410792	730012
	10995	RUEKERT & MIELKE INC	31426	Highlander Estates inspection 11/28-12/31/15	1,229.20	01/29/2016	106	0110	110358	683102
	11307	WIS DEPT OF TRANSPORT 7366	31141	OIT-Relocation	750.39	01/15/2016	21199	0410	410798	730015
	11307	WIS DEPT OF TRANSPORT 7366	31142	OIT-Relocation	410.64	01/15/2016	21199	0410	410798	730015
	11307	WIS DEPT OF TRANSPORT 7366	31144	Donges Bay Gordge Bridge 2015	2,666.86	01/15/2016	21199	0410	410798	730015
	11307	WIS DEPT OF TRANSPORT 7366	31145	Donges Bay Gordge Bridge 2015	11.20	01/15/2016	21199	0410	410798	730015
	12143	VINTON CONST. CO.	30913	INTERURBAN TRAIL RELOCATION	7,026.98	01/08/2016	21144	0410	410798	730016
	12152	NORTHERN ESCROW, INC.	31211	DONGES BAY GORGE BRIDGE REHAB PROJ 2984-34-75	101,692.28	01/22/2016	21231	0410	410798	730016
				Department Total	149,358.89					
HIGHWAY	10037	AMER ASPHALT MATERIALS LLC	30904	STONE	257.41	01/08/2016	21026	0110	110359	680321
	10101	BATTERY PRODUCTS INC	30905	FLASHLIGHT	85.75	01/08/2016	21031	0110	110474	680401
	10137	BOEHLKE HARDWARE	31095	fittings	9.49	01/29/2016	21305	0110	110359	680321
	10428	GILLITZER ELEC CO LTD, FRANK	30787	MEQUON RD/PORT WASHINGTON RD SERVICE CALL	436.47	01/08/2016	69	0110	110359	683201
	10428	GILLITZER ELEC CO LTD, FRANK	31026	HIGHLAND/WAUWATOSA SIGNAL SERVICE	2,515.00	01/22/2016	95	0110	110359	683201
	10691	MENARDS	30815	PAINTING SUPPLIES	98.28	01/08/2016	21052	0110	110359	680321
	10691	MENARDS	31056	mailbox repair supplies	97.24	01/22/2016	21221	0110	110359	680320
	10814	NORTH SHORE PUBLIC WORKS ASSC	31181	MEMBERSHIP	70.00	01/22/2016	21229	0110	110359	680501
	10834	OFFICE DEPOT *	30906	OFFICE SUPPLIES	118.24	01/08/2016	21058	0110	110359	680101

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HIGHWAY	10909	PORT A JOHN	31030	BRUSH SITE RESTROOM	61.00	01/22/2016	21240	0110	110368	688120
	11044	SHERWIN INDUSTRIES INC	31182	PLOW MARKERS	160.50	01/29/2016	21349	0110	110359	680321
	11195	USIC LOCATING SERVICES INC	31055	LOCATES	67.56	01/29/2016	107	0110	110359	683201
	11230	WASTE MANAGEMENT OF WI **	30983	RECYCLING FEES	312.95	01/08/2016	21145	0110	110359	683201
	11230	WASTE MANAGEMENT OF WI **	31094	TIRE DISPOSAL	1,562.66	01/15/2016	21197	0110	110359	683201
	11252	WE ENERGIES * 2089	30907	EMERGENCY SIRENS METER CHARGE	213.73	01/08/2016	21146	0110	110359	686115
	11252	WE ENERGIES * 2089	30908	EMERGENCY SIRENS METER CHARGE	295.65	01/08/2016	21146	0110	110359	686115
	11252	WE ENERGIES * 2089	31041	EMERGENCY SIREN METER CHARGE	330.05	01/15/2016	21198	0110	110359	686115
	11974	1ST AYD CORP.	31342	GLASS CLNR, GLOVES	142.89	01/29/2016	21303	0110	110359	680321
	11974	1ST AYD CORP.	31433	SAFETY VESTS AND GLOVES	285.95	01/29/2016	21303	0110	110359	680321
	12111	CONTREE SPRAYER AND EQUIPMENT CO., LLC	31220	MESH SCREENS	50.30	01/22/2016	21209	0110	110359	680321
				Department Total	7,171.12					
LIBRARY	11133	THIENSVILLE, VILLAGE OF	31107	1ST QUARTERLY SUPPORT OF M-T LIBRARY	262,078.75	01/15/2016	21194	0110	110471	683801
				Department Total	262,078.75					
POOL	11790	CARRICO AQUATIC RESOURCES	30900	emergency repair to main pipe	1,046.34	01/08/2016	68	0110	110472	686550
				Department Total	1,046.34					
PARKS	10472	HALLMAN LINDSAY	31024	PAINT	100.61	01/15/2016	21170	0110	110474	680342
	10645	LIESENER SOILS INC	31023	SOIL	78.00	01/15/2016	21173	0110	110474	680340
	10677	MARINE BIOCHEMISTS	31061	2016 PERMIT FEE POND TREATMENT	215.00	01/15/2016	21174	0110	110474	683202
	10691	MENARDS	31059	HARDWARE	28.40	01/22/2016	21221	0110	110474	680340
	10695	MEQUON ACE HARDWARE	31058	BRUSHS	6.74	01/22/2016	21222	0110	110474	680340
	10695	MEQUON ACE HARDWARE	31058	BRUSHS	6.74	01/22/2016	21222	0110	110474	680342
	11034	SEPRC	31047	2016 ANNUAL DUES-D. CURRAN	30.00	01/15/2016	21189	0110	110474	680501

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PARKS	11335	WIS TURFGRASS ASSOCIATION	31048	2016 ANNUAL DUES	150.00	01/15/2016	21201	0110	110474	680501
					Department Total	615.49				
PLANNING	10040	AMER PLANNING ASSOCIATION	31105	Membershi & journal 2016 (KT) 1/1-12/31/16	363.00	01/15/2016	21150	0110	110578	680502
	10040	AMER PLANNING ASSOCIATION	31108	planning advisory service 1/1-12/31/16	795.00	01/15/2016	21150	0110	110578	680502
	10230	CONLEY MEDIA LLC	31102	Publishing of 2 CUG in newspaper - 01.11.16 PC	62.93	01/15/2016	21157	0110	110578	680502
	10323	EHLERS & ASSOCIATES INC	31100	Development Agreement Review O	562.50	01/15/2016	21162	0110	110578	683101
	10323	EHLERS & ASSOCIATES INC	31101	Development Agreement Review O	956.25	01/15/2016	21162	0110	110578	683101
	11581	STAPLES BUSINESS ADVANTAGE	31096	Office Supplies	244.80	01/15/2016	21193	0110	110578	680101
	11581	STAPLES BUSINESS ADVANTAGE	31097	Office Supplies	295.75	01/15/2016	21193	0110	110578	680101
	11581	STAPLES BUSINESS ADVANTAGE	31098	Office Supplies	11.10	01/15/2016	21193	0110	110578	680101
	11978	SCOTT J. PINZER	30549	Consultant - enforcement	795.00	01/15/2016	89	0110	110578	683201
	11978	SCOTT J. PINZER	31000	Consultant - enforcement	305.00	01/08/2016	77	0110	110578	683201
	11978	SCOTT J. PINZER	31001	Consultant - enforcement	430.00	01/08/2016	77	0110	110578	683201
	11978	SCOTT J. PINZER	31187	Enforcement Officer - contract	550.00	01/22/2016	99	0110	110578	683201
12177	GROSS, NOELLE C	31113	Videorecord PC mtg 01.11.16	275.00	01/15/2016	21169	0110	110578	683211	
				Department Total	5,646.33					
SEWER	10018	AECOM	30946	E Trunk Sewer & E Growth Desig	769.80	01/08/2016	21025	0611	611799	730015
	10091	BADGER METER INC	31281	meters	621.24	01/22/2016	90	0611	611799	730012
	10137	BOEHLKE HARDWARE	31180	Supplies	26.97	01/29/2016	21305	0610	610669	680301
	10297	DORNER COMPANY	30777	Check Valve Parts	1,086.29	01/08/2016	21040	0610	610669	680301
	10445	GRAEF	31165	CEDARBURG RD SEWER LINING DESI	3,179.00	01/15/2016	21168	0611	611799	730015
	10691	MENARDS	30945	LIGHTED TRI ADAPTER & YEL CORD	79.63	01/08/2016	21052	0610	610669	680301
	10695	MEQUON ACE HARDWARE	31129	Blanket PO-Supplies	36.94	01/22/2016	21222	0610	610669	680301

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SEWER	10995	RUEKERT & MIELKE INC	30948	GIS WORK FOR 12005 ASSET MANAG	2,250.00	01/22/2016	98	0611	611799	730015	
	10995	RUEKERT & MIELKE INC	30949	GIS WORK FOR 12005 ASSET MANAG	2,250.00	01/22/2016	98	0611	611799	730015	
	11178	UNITED MAILING SERVICES INC	31195	UTILITY BILL MAILING SERVICES	2,471.03	01/22/2016	21293	0610	610669	680505	
	11178	UNITED MAILING SERVICES INC	31329	UTILITY BILL MAILING SERVICES 4TH QTR WATER	674.43	01/22/2016	21293	0610	610669	680505	
	11178	UNITED MAILING SERVICES INC	31329	UTILITY BILL MAILING SERVICES 4TH QTR WATER	1,690.50	01/22/2016	21293	0620	620679	695132	
	11193	USA BLUEBOOK	29959	Stations Transducers RETURN	-549.95	01/22/2016	21295	0610	610669	680301	
	11193	USA BLUEBOOK	30402	Stations Transducers	549.95	01/22/2016	21295	0610	610669	680301	
	11193	USA BLUEBOOK	31140	Stations Transducers	1,259.90	01/22/2016	21295	0610	610669	680301	
	11211	VERIZON WIRELESS	31154	Verison Data & Hot Spor Charge	39.15	01/15/2016	21196	0110	110235	680504	
	11211	VERIZON WIRELESS	31154	Verison Data & Hot Spor Charge	0.86	01/15/2016	21196	0110	110239	680504	
	11211	VERIZON WIRELESS	31154	Verison Data & Hot Spor Charge	40.01	01/15/2016	21196	0610	610669	680504	
	11211	VERIZON WIRELESS	31155	Verison Data & Hot Spor Charge	70.08	01/15/2016	21196	0610	610669	680504	
	11217	VISU-SEWER CLEAN & SEAL INC	30944	MH Repairs Raven Coating	10,218.00	01/08/2016	78	0610	610669	695105	
	11217	VISU-SEWER CLEAN & SEAL INC	31210	Lining Work Res 3338	74,944.55	01/22/2016	100	0610	610669	695103	
				Department Total	101,708.38						
	WATER	10091	BADGER METER INC	30898	METERS	365.00	01/08/2016	66	0620	620000	115346
		10206	CITY WATER LLC	31164	Operations & Management 2015 December services	27,125.00	01/29/2016	103	0620	620679	683201
10206		CITY WATER LLC	31164	Operations & Management 2015 December services	1,400.00	01/29/2016	103	0611	611799	730012	
10206		CITY WATER LLC	31164	Operations & Management 2015 December services	1,560.00	01/29/2016	103	0621	621799	730015	
10206		CITY WATER LLC	31164	Operations & Management 2015 December services	4,790.00	01/29/2016	103	0110	110358	683102	
10287		DIGGERS HOTLINE	31269	LOCATES	219.24	01/22/2016	93	0620	620679	683201	
10489		HD SUPPLY WATERWORKS	30979	METER ADAPTERS	57.57	01/08/2016	21049	0620	620679	680301	
10489		HD SUPPLY WATERWORKS	31278	ANODES	105.00	01/29/2016	21324	0620	620679	695252	
	10489	HD SUPPLY WATERWORKS	31279	WATER SERVICE PARTS	2,649.85	01/22/2016	21215	0620	620679	695252	

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WATER	10691	MENARDS	30896	ANTIFREEZE, GLOVES	26.73	01/08/2016	21052	0620	620679	680301
	10691	MENARDS	30897	FOLDING UTILITY KNIFE	6.99	01/08/2016	21052	0620	620679	680301
	10695	MEQUON ACE HARDWARE	30895	THREAD SEAL TAPE	2.67	01/08/2016	21053	0620	620679	680301
	10755	MILWAUKEE WATER WORKS	31289	WATER PURCHASED 11/30/15-12/30/15	38,326.77	01/22/2016	21225	0620	620679	695101
	10815	NORTH SHORE WATER COMMISSION	31270	WATER TESTING	390.00	01/22/2016	21230	0620	620679	683201
	10815	NORTH SHORE WATER COMMISSION	31288	PURCHASED WATER	13,260.00	01/22/2016	21230	0620	620679	695101
	10995	RUEKERT & MIELKE INC	30950	GIS WORK FOR THE WATER UTILITY	4,000.00	01/22/2016	98	0620	620679	683101
	10995	RUEKERT & MIELKE INC	30950	GIS WORK FOR THE WATER UTILITY	4,000.00	01/22/2016	98	0611	611799	730015
	11193	USA BLUEBOOK	30469	ANTI-SEIZE, GASKET	51.41	01/22/2016	21295	0620	620679	695110
	11193	USA BLUEBOOK	30471	GASKETS, HYDRANT MARKERS, ADAPTERS	141.26	01/22/2016	21295	0620	620679	695110
	11193	USA BLUEBOOK	30472	METER GASKET	33.09	01/22/2016	21295	0620	620679	695110
	11193	USA BLUEBOOK	30476	RETURNED ITEM	-1,488.85	01/22/2016	21295	0620	620679	680301
	11193	USA BLUEBOOK	30537	METER ADAPTERS	232.35	01/22/2016	21295	0620	620679	680301
	11195	USIC LOCATING SERVICES INC	31287	LOCATES	1,005.40	01/29/2016	107	0620	620679	683201
	11693	BUDIAC PLUMBING, INC	30980	170 GREEN BAY RD OMNU	2,950.00	01/08/2016	21034	0620	620000	115345
	11863	DORNER INC.	31153	Bayside Watermain N & S 11/14-12/21/15	82,978.82	01/15/2016	21159	0621	621799	730016
				Department Total		184,188.30				
DIRECT INV	10045	AMERICAN INDUSTRIAL ALSCO	31174	MOPS	82.20	01/15/2016	21151	0110	110326	683201
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	90.36	01/15/2016	21152	0110	110111	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	64.20	01/15/2016	21152	0110	110112	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	111.99	01/15/2016	21152	0110	110118	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	25.29	01/15/2016	21152	0110	110119	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	45.83	01/15/2016	21152	0110	110120	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	1,500.45	01/15/2016	21152	0110	110235	673204

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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	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	55.36	01/15/2016	21152	0110	110236	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	202.03	01/15/2016	21152	0110	110237	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	104.75	01/15/2016	21152	0110	110244	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	103.81	01/15/2016	21152	0110	110326	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	105.63	01/15/2016	21152	0110	110355	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	234.45	01/15/2016	21152	0110	110358	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	553.50	01/15/2016	21152	0110	110359	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	151.67	01/15/2016	21152	0110	110474	673204
	10055	ANTHEM LIFE	31114	LTD 165827-0000 1/1-1/31/16	143.67	01/15/2016	21152	0110	110578	673204
	10055	ANTHEM LIFE	31115	LTD 165827-0000 1/1-1/31/16	194.94	01/15/2016	21152	0610	610669	673204
	10064	ARO LOCK CO INC	31006	KEYS & LOCKS	153.10	01/08/2016	21028	0110	110326	680302
	10100	BATTERIES PLUS LLC	31010	TICKET 545 273809 & 545 273808	235.15	01/08/2016	21030	0110	110236	686550
	10121	BIASEW	31213	MEMBERSHIP DUES M RAKOW	50.00	01/22/2016	21205	0110	110244	680501
	10228	CONCORDIA UNIVERSITY	31018	HOLDING TANK BOND 150080804000	250.00	01/08/2016	21037	0110	110000	230201
	10276	DELTA DENTAL PLAN OF WIS INC	31375	2/1-2/29/16 GROUP 1905-001 1/29/16 P/R	7,185.98	01/29/2016	21309	0110	110000	224120
	10276	DELTA DENTAL PLAN OF WIS INC	31375	2/1-2/29/16 GROUP 1905-001 1/29/16 P/R	604.22	01/29/2016	21309	0610	610000	224120
	10290	DIGITAL EDGE COPY & PRINT CENT	31009	VOTER PADS	936.88	01/15/2016	21158	0110	110113	683101
	10323	EHLERS & ASSOCIATES INC	31427	TIF #3 12/1/15 REVIEW	843.75	01/29/2016	21313	0410	410803	710318
	10336	EMERGENCY MEDICAL PRODUCTS INC	30997	MEDICAL SUPPLIES	673.53	01/15/2016	21165	0110	110236	680301
	10394	FOX WELDING SUPPLY INC	31196	WELDING GAS	33.75	01/22/2016	21213	0110	110355	680301
	10417	GENERAL COMMUNICATIONS INC	31133	EMERSON NETWORK POWER ADAPTER	11.08	01/15/2016	82	0110	110237	680401
	10428	GILLITZER ELEC CO LTD, FRANK	31004	RELOCATE ELECTRICAL / EMERGENCY SYSTEM	2,800.00	01/15/2016	83	0110	110326	686502
	10442	GOVERNMENT FINANCE OFFICERS ASSOCIATION	31414	NEW MEMBERSHIP - THYES	150.00	01/29/2016	21320	0110	110120	680501

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DIRRECT INV	10489	HD SUPPLY WATERWORKS	31309	12 A24-NL MTR ADPT 5/8X3/4X1"	252.00	01/22/2016	21215	0620	620679	695253
	10626	LARK UNIFORM OUTFITTERS	30745	JACKET	84.99	01/08/2016	72	0110	110236	675101
	10635	LEAGUE-WIS MUNICIPALITIES	31019	2016 LEAGUE DUES	8,745.73	01/08/2016	73	0110	110101	680501
	10647	LINCOLN CONTRACTORS SUPPLY INC	31199	STRIPING PAINT	63.48	01/22/2016	97	0620	620679	680301
	10667	MADISON AREA TECH COLLEGE	31297	FALL TUITION & FEES NELSON, P 2696935 12/14-12/17	107.22	01/22/2016	21220	0110	110235	683501
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	4.98	01/15/2016	21175	0110	110112	680101
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	3.57	01/15/2016	21175	0110	110113	680101
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	8.44	01/15/2016	21175	0110	110236	680301
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	6.41	01/15/2016	21175	0110	110112	683201
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	4.65	01/15/2016	21175	0110	110111	683501
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	12.60	01/15/2016	21175	0110	110236	680301
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	20.48	01/15/2016	21175	0110	110578	680101
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	4.87	01/15/2016	21175	0110	110236	680505
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	15.82	01/15/2016	21175	0110	110236	686550
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	3.93	01/15/2016	21175	0110	110236	680301
	10698	MEQUON CITY OF-PETTY CASH	31149	PETTY CASH REIMB	20.00	01/15/2016	21175	0110	110236	683501
	10699	MEQUON COPY MASTER	31007	PRINTING BANNERS & POSTERS	229.50	01/08/2016	21054	0210	210840	691901
	10702	MEQUON FIRE & EMS ASSOCIATION	30991	UNION DUES 12/1-12/31/15 HOURS WORKED 1/15/16 P/R	780.00	01/15/2016	85	0110	110000	224160
	10708	MEQUON POLICE-PETTY CASH	31424	REIMB PETTY CASH	34.71	01/29/2016	21333	0110	110235	680301
	10708	MEQUON POLICE-PETTY CASH	31424	REIMB PETTY CASH	92.88	01/29/2016	21333	0110	110235	683501
	10708	MEQUON POLICE-PETTY CASH	31424	REIMB PETTY CASH	16.95	01/29/2016	21333	0110	110235	680505
	10737	MILW BELT-TECH COMPANY INC	31173	BELT	37.34	01/15/2016	21178	0110	110326	680302
	10748	MILWAUKEE AUDUBON SOCIETY	31121	BIRD CITY RENEWAL APPLICAITON	100.00	01/15/2016	21179	0110	110101	680501

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DIRECT INV	10756	MILWAUKEEJOBS.COM	31409	JOB POSTING	250.75	01/29/2016	21334	0110	110120	683602
	10757	MINNESOTA LIFE INSURANCE CO	31116	LIFE INSC 0028321 2/1-2/29/16	3,663.61	01/15/2016	88	0110	110000	224130
	10757	MINNESOTA LIFE INSURANCE CO	31116	LIFE INSC 0028321 2/1-2/29/16	175.43	01/15/2016	88	0610	610000	224130
	10757	MINNESOTA LIFE INSURANCE CO	31116	LIFE INSC 0028321 2/1-2/29/16	8.75	01/15/2016	88	0610	610000	224163
	10757	MINNESOTA LIFE INSURANCE CO	31116	LIFE INSC 0028321 2/1-2/29/16	180.25	01/15/2016	88	0110	110000	224163
	10834	OFFICE DEPOT *	30999	OFFICE SUPPLIES	93.58	01/08/2016	21058	0110	110236	680101
	10834	OFFICE DEPOT *	31002	CARTRIDGE	19.84	01/08/2016	21058	0110	110236	680101
	10834	OFFICE DEPOT *	31106	PRESSBOARD / OFFICE SUPPLIES	83.26	01/22/2016	21232	0110	110111	680101
	10865	OZAUKEE COUNTY TREASURER	31200	REIMBURS OVERPAYMENT 140840408000 SPECIAL CHRG '14	135.30	01/22/2016	21233	0110	110000	103203
	10865	OZAUKEE COUNTY TREASURER	31200	REIMBURS OVERPAYMENT 140840408000 SPECIAL CHRG '14	50.06	01/22/2016	21233	0110	110000	455101
	10876	PAUL CONWAY SHIELDS, INC	30996	9 DARK NAVY JACKETS	599.45	01/08/2016	21062	0110	110236	675101
	10942	QUALITY ELECTRIC SERVICE	31005	1.5 HP PUMP REPAIRS	561.25	01/08/2016	21065	0110	110359	686550
	10962	RED THE UNIFORM TAILOR	30994	UNIFORM PATCH UPDATED	66.00	01/15/2016	21186	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31169	UNIFORM	86.03	01/15/2016	21186	0110	110236	675101
	10962	RED THE UNIFORM TAILOR	31170	UNIFORM	70.20	01/15/2016	21186	0110	110236	675101
	10995	RUEKERT & MIELKE INC	31422	SILVERLIGHT GIS VIEWER MAINTENANCE	57.50	01/29/2016	106	0110	110358	683101
	11156	TRI AIR TESTING	30998	CGA GRADE E AIR TEST EQUIPMENT	164.00	01/08/2016	21141	0110	110236	686550
	11165	U S CELLULAR	31119	CELL BILLING	105.95	01/15/2016	21195	0110	110236	680504
	11165	U S CELLULAR	31119	CELL BILLING	0.50	01/15/2016	21195	0110	110112	680504
	11165	U S CELLULAR	31119	CELL BILLING	167.75	01/15/2016	21195	0110	110359	680504
	11165	U S CELLULAR	31119	CELL BILLING	25.40	01/15/2016	21195	0610	610669	680504
	11165	U S CELLULAR	31119	CELL BILLING	90.85	01/15/2016	21195	0110	110244	680504
	11165	U S CELLULAR	31119	CELL BILLING	85.50	01/15/2016	21195	0110	110358	680504

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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	11165	U S CELLULAR	31119	CELL BILLING	55.75	01/15/2016	21195	0110	110474	680504
	11165	U S CELLULAR	31119	CELL BILLING	33.90	01/15/2016	21195	0110	110111	680504
	11165	U S CELLULAR	31119	CELL BILLING	45.45	01/15/2016	21195	0110	110110	680504
	11165	U S CELLULAR	31119	CELL BILLING	0.50	01/15/2016	21195	0110	110578	680504
	11211	VERIZON WIRELESS	31156	PHONE 11/27-12/26	240.06	01/15/2016	21196	0110	110236	680504
	11252	WE ENERGIES * 2089	31167	SIREN ON POLE 79-018 6061 601 943	274.23	01/15/2016	21198	0110	110359	686115
	11252	WE ENERGIES * 2089	31168	SIREN ON POLE 86-095 1872 802 608	281.90	01/15/2016	21198	0110	110359	686115
	11288	WIS DEPT OF ADMINISTRATION	31197	STATE SEALS & CARDS	849.56	01/29/2016	21380	0110	110244	680301
	11295	WIS DEPT OF JUSTICE 2718	31260	ACCT L4601T 12/1-12/31/15	126.00	01/22/2016	21298	0110	110235	683201
	11312	WIS DNR 7921	31208	BOAT PATROL TRAINING /J FITZGERALD DNR LE/8	40.00	01/22/2016	21299	0110	110235	683501
	11343	WMCA	31020	2016 MEMBERSHIP DUES	65.00	01/08/2016	21147	0110	110112	680501
	11538	MEQUON NATURE PRESERVE, INC	31132	4TH QTR REBATE RENTAL INCOME MNP	3,280.00	01/15/2016	86	0220	220822	691321
	11549	METRO MUNICIPAL CLERK'S ASSOCIATION	31198	MEMBERSHIP 1 YEAR	30.00	01/22/2016	21223	0110	110112	680501
	11559	PARATECH	31003	HCP CARDS 10/18 & 11/8/15 CLASSES	70.00	01/08/2016	21060	0110	110236	680301
	11559	PARATECH	31299	11/18-12/4/15 HS & HCP CARDS CLASS	231.00	01/22/2016	21235	0110	110236	683501
	11809	M3 INSURANCE SOLUTIONS	31206	2016 LIABILTY AND W/C INSURANCE PREMIUMS	230,775.00	01/22/2016	21219	0110	110000	224301
	11809	M3 INSURANCE SOLUTIONS	31413	CRIME POLICY DOWN PYMT	529.00	01/29/2016	21330	0110	110000	224301
	11832	IMAGE TREND INC	30995	ANNUAL FEE 1300 RUNS @ 3.00/RUN	3,900.00	01/22/2016	96	0110	110236	683201
	11863	DORNER INC.	31134	HERMITAGE RD WM EXT (SCHLUETER/VAN DYKE)	44,264.32	01/15/2016	21159	0620	620679	683201
	11941	PAETEC	31408	PHONE LINES 1-16	349.58	01/29/2016	21379	0110	110235	680504
	11941	PAETEC	31408	PHONE LINES 1-16	87.39	01/29/2016	21379	0110	110236	680504
	12005	MILLENNIUM PRINTING AND MAIL	31172	NOTICE FLOOR MASON LABEL	150.00	01/15/2016	21177	0110	110244	680301
	12175	BRANDEMUEHL, MICHAEL	31147	GAS REIMB	17.28	01/15/2016	79	0110	110235	680402

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DIRECT INV	12176	ECMC	31117	WAGE ASSIGNMENT1/15/16 P/R	170.00	01/15/2016	21161	0110	110000	224151
	12176	ECMC	31374	WAGE ASSIGNMENT 1/29/16 P/R FEIN 39-6006006	170.00	01/29/2016	21311	0110	110000	224151
	12178	THE HARTFORD	31207	VOL FF INSC POLICY 83VP940257 2/1/16-2/1/17	1,299.35	01/22/2016	21292	0110	110236	683401
	12179	SCHROEDER, JOHN P.	31214	3 PACP & MACP CERTIFICATIONS / TRAINING	2,550.00	01/22/2016	21244	0610	610669	683501
	90001	TEMP STAFF REIMB	30952	REIMB MATC REGISTRATION	54.92	01/08/2016	21068	0110	110236	683501
	90001	TEMP STAFF REIMB	30953	REIMB BOOTS	130.00	01/08/2016	21069	0110	110236	680301
	90001	TEMP STAFF REIMB	30981	REIMB MATC REGISTRATION	106.80	01/08/2016	21070	0110	110236	683501
	90001	TEMP STAFF REIMB	31008	REIMB BASIC LIFE INSTRUCTOR RESOURCE KIT	125.00	01/08/2016	21071	0110	110236	680503
	90001	TEMP STAFF REIMB	31017	REIMB OFFICE DEPOT OFFICE SUPPLIES	27.99	01/08/2016	21072	0110	110236	680101
	90001	TEMP STAFF REIMB	31123	REIMB MATC ADV EMT CLASS	641.64	01/15/2016	21192	0110	110236	683501
	90001	TEMP STAFF REIMB	31146	EMT BASIC NATL REGISTRY	70.00	01/15/2016	21191	0110	110236	683501
	90001	TEMP STAFF REIMB	31298	REIMB NSC 40 TEXTBOOKS	518.00	01/22/2016	21250	0110	110235	683501
	90001	TEMP STAFF REIMB	31302	REIMB PROJECT NOTEBOOKS	31.95	01/22/2016	21248	0110	110578	680101
	90001	TEMP STAFF REIMB	31303	REIMB MATC REGISTRATION	54.92	01/22/2016	21247	0110	110236	683501
	90001	TEMP STAFF REIMB	31304	REIMB MATC REGISTRATION	54.92	01/22/2016	21246	0110	110236	683501
	90001	TEMP STAFF REIMB	31305	FINAL MATC FIRE ONE TEST	80.00	01/22/2016	21251	0110	110236	683501
	90001	TEMP STAFF REIMB	31306	MATC EMT ADVANCED	449.05	01/22/2016	21249	0110	110236	683501
	90001	TEMP STAFF REIMB	31307	MATC REIMB AEMT REFRESHER	54.92	01/22/2016	21245	0110	110236	683501
	90001	TEMP STAFF REIMB	31415	REIMB OFFICE SUPPLIES	43.78	01/29/2016	21352	0110	110236	680101
	90001	TEMP STAFF REIMB	31416	CITY RECOGNITION GIFT	260.00	01/29/2016	21353	0110	110101	683702
	90001	TEMP STAFF REIMB	31417	REIMB MATC CLASS & SUPPLIES	543.05	01/29/2016	21351	0110	110236	683501
	90001	TEMP STAFF REIMB	31418	5 MATS & CLEANER	140.87	01/29/2016	21350	0110	110236	680301
	90002	PARK REFUNDS	30982	REFUND DEPOSIT RIVER BARN 1/2/16	200.00	01/08/2016	21061	0110	110000	229101

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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	90005	TAX CHECK REFUNDS	30829	TAX REFUND 140210800600	163.83	01/08/2016	21101	0810	810000	103105
	90005	TAX CHECK REFUNDS	30830	TAX REFUND 140860206000	154.56	01/08/2016	21131	0810	810000	103105
	90005	TAX CHECK REFUNDS	30831	TAX REFUND 150980023000	4.48	01/08/2016	21123	0810	810000	103105
	90005	TAX CHECK REFUNDS	30832	TAX REFUND 151070516000	4.21	01/08/2016	21134	0810	810000	103105
	90005	TAX CHECK REFUNDS	30833	TAX REFUND 151280020000	6,805.07	01/08/2016	21085	0810	810000	103105
	90005	TAX CHECK REFUNDS	30834	TAX REFUND 140640108000	125.56	01/08/2016	21109	0810	810000	103105
	90005	TAX CHECK REFUNDS	30835	TAX REFUND 141250001000	522.88	01/08/2016	21111	0810	810000	103105
	90005	TAX CHECK REFUNDS	30836	TAX RBFUND 140050700300	159.49	01/08/2016	21128	0810	810000	103105
	90005	TAX CHECK REFUNDS	30837	TAX REFUND 150710613000	147.77	01/08/2016	21088	0810	810000	103105
	90005	TAX CHECK REFUNDS	30838	TAX REFUND 150911204000	234.65	01/08/2016	21113	0810	810000	103105
	90005	TAX CHECK REFUNDS	30839	TAX REFUND 141820005000	1,955.64	01/08/2016	21129	0810	810000	103105
	90005	TAX CHECK REFUNDS	30840	TAX REFUND 140241501000	3,067.07	01/08/2016	21114	0810	810000	103105
	90005	TAX CHECK REFUNDS	30841	TAX REFUND 140100200400	2,154.67	01/08/2016	21106	0810	810000	103105
	90005	TAX CHECK REFUNDS	30842	TAX REFUND 151190051000	178.19	01/08/2016	21119	0810	810000	103105
	90005	TAX CHECK REFUNDS	30843	TAX RBFUND 140881613000	553.03	01/08/2016	21133	0810	810000	103105
	90005	TAX CHECK REFUNDS	30844	TAX REFUND 151060022000	250.16	01/08/2016	21138	0810	810000	103105
	90005	TAX CHECK REFUNDS	30845	TAX REFUND 150940103000	322.93	01/08/2016	21098	0810	810000	103105
	90005	TAX CHECK REFUNDS	30846	TAX REFUND 140280201000	48.31	01/08/2016	21120	0810	810000	103105
	90005	TAX CHECK REFUNDS	30847	TAX REFUND 140772111000	292.69	01/08/2016	21104	0810	810000	103105
	90005	TAX CHECK REFUNDS	30848	TAX REFUND 140160500800	2,439.38	01/08/2016	21108	0810	810000	103105
	90005	TAX CHECK REFUNDS	30849	TAX REFUND 140500508000	176.53	01/08/2016	21127	0810	810000	103105
	90005	TAX CHECK REFUNDS	30850	TAX REFUND 141820016000	1.02	01/08/2016	21087	0810	810000	103105
	90005	TAX CHECK REFUNDS	30851	TAX REFUND 140771503000	198.22	01/08/2016	21079	0810	810000	103105

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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	90005	TAX CHECK REFUNDS	30852	TAX REFUND 150600214000	125.60	01/08/2016	21130	0810	810000	103105
	90005	TAX CHECK REFUNDS	30853	TAX REFUND 140960805000	134.78	01/08/2016	21075	0810	810000	103105
	90005	TAX CHECK REFUNDS	30854	TAX REFUND 150640814000	339.46	01/08/2016	21082	0810	810000	103105
	90005	TAX CHECK REFUNDS	30855	TAX REFUND 140660014000	142.59	01/08/2016	21080	0810	810000	103105
	90005	TAX CHECK REFUNDS	30856	TAX REFUND 141010033000	300.87	01/08/2016	21125	0810	810000	103105
	90005	TAX CHECK REFUNDS	30857	TAX REFUND 140820429000	165.57	01/08/2016	21084	0810	810000	103105
	90005	TAX CHECK REFUNDS	30858	TAX REFUND 151340050000	1,006.28	01/08/2016	21074	0810	810000	103105
	90005	TAX CHECK REFUNDS	30859	TAX REFUND 140251300900	504.36	01/08/2016	21083	0810	810000	103105
	90005	TAX CHECK REFUNDS	30860	TAX REFUND 140870719000	180.97	01/08/2016	21097	0810	810000	103105
	90005	TAX CHECK REFUNDS	30861	TAX REFUND 150890022000	383.39	01/08/2016	21105	0810	810000	103105
	90005	TAX CHECK REFUNDS	30862	TAX REFUND 1050900603000	869.67	01/08/2016	21100	0810	810000	103105
	90005	TAX CHECK REFUNDS	30863	TAX REFUND 140500712001	235.67	01/08/2016	21117	0810	810000	103105
	90005	TAX CHECK REFUNDS	30864	TAX REFUND 141010070000	264.30	01/08/2016	21124	0810	810000	103105
	90005	TAX CHECK REFUNDS	30865	TAX REFUND 140920721000	568.12	01/08/2016	21121	0810	810000	103105
	90005	TAX CHECK REFUNDS	30866	TAX REFUND 151280028000	282.43	01/08/2016	21096	0810	810000	103105
	90005	TAX CHECK REFUNDS	30867	TAX REFUND 150690002111	74.93	01/08/2016	21077	0810	810000	103105
	90005	TAX CHECK REFUNDS	30868	TAX REFUND 140000058700	31.76	01/08/2016	21078	0810	810000	103105
	90005	TAX CHECK REFUNDS	30869	TAX REFUND 151280029000	572.05	01/08/2016	21136	0810	810000	103105
	90005	TAX CHECK REFUNDS	30871	TAX REFUND 140740107000	153.94	01/08/2016	21126	0810	810000	103105
	90005	TAX CHECK REFUNDS	30872	TAX REFUND 150670222000	47.25	01/08/2016	21102	0810	810000	103105
	90005	TAX CHECK REFUNDS	30873	TAX REFUND 150850013000	215.19	01/08/2016	21107	0810	810000	103105
	90005	TAX CHECK REFUNDS	30874	TAX REFUND 151280096000	81.03	01/08/2016	21115	0810	810000	103105
	90005	TAX CHECK REFUNDS	30875	TAX REFUND 141140830000	188.90	01/08/2016	21081	0810	810000	103105

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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	90005	TAX CHECK REFUNDS	30876	TAX REFUND 150860209001	249.15	01/08/2016	21090	0810	810000	103105
	90005	TAX CHECK REFUNDS	30877	TAX REFUND 141440014000	270.00	01/08/2016	21086	0810	810000	103105
	90005	TAX CHECK REFUNDS	30878	TAX REFUND 150710601000	201.21	01/08/2016	21076	0810	810000	103105
	90005	TAX CHECK REFUNDS	30879	TAX REFUND 151280092000	366.59	01/08/2016	21089	0810	810000	103105
	90005	TAX CHECK REFUNDS	30880	TAX REFUND 150720312822	83.10	01/08/2016	21093	0810	810000	103105
	90005	TAX CHECK REFUNDS	30881	TAX REFUND 141030306000	336.76	01/08/2016	21094	0810	810000	103105
	90005	TAX CHECK REFUNDS	30882	TAX REFUND 151230504000	167.84	01/08/2016	21099	0810	810000	103105
	90005	TAX CHECK REFUNDS	30883	TAX REFUND 140920724001	119.97	01/08/2016	21092	0810	810000	103105
	90005	TAX CHECK REFUNDS	30884	TAX REFUND 141200548000	221.43	01/08/2016	21118	0810	810000	103105
	90005	TAX CHECK REFUNDS	30885	TAX REFUND 141280204000	477.08	01/08/2016	21103	0810	810000	103105
	90005	TAX CHECK REFUNDS	30886	TAX REFUND 141020039000	316.50	01/08/2016	21110	0810	810000	103105
	90005	TAX CHECK REFUNDS	30887	TAX REFUND 141200228000	294.07	01/08/2016	21122	0810	810000	103105
	90005	TAX CHECK REFUNDS	30888	TAX REFUND 140740310000	143.23	01/08/2016	21116	0810	810000	103105
	90005	TAX CHECK REFUNDS	30889	TAX REFUND 140970017000	217.12	01/08/2016	21135	0810	810000	103105
	90005	TAX CHECK REFUNDS	30890	TAX REFUND 150080200500	378.75	01/08/2016	21095	0810	810000	103105
	90005	TAX CHECK REFUNDS	30891	TAX REFUND 140321000300	22.09	01/08/2016	21091	0810	810000	103105
	90005	TAX CHECK REFUNDS	30892	TAX REFUND 150740201000	193.03	01/08/2016	21132	0810	810000	103105
	90005	TAX CHECK REFUNDS	30893	TAX REFUND 140300900900	8.31	01/08/2016	21112	0810	810000	103105
	90005	TAX CHECK REFUNDS	30894	TAX REFUND 151070515000	134.64	01/08/2016	21137	0810	810000	103105
	90005	TAX CHECK REFUNDS	30992	TAX REFUND 140510201000	1,185.65	01/08/2016	21139	0810	810000	103105
	90005	TAX CHECK REFUNDS	31222	TAX REFUND 150750006000	82.34	01/22/2016	21289	0810	810000	103105
	90005	TAX CHECK REFUNDS	31223	TAX REFUND 151070418000	237.97	01/22/2016	21266	0810	810000	103105
	90005	TAX CHECK REFUNDS	31224	TAX REFUND 150171500800	122.50	01/22/2016	21267	0810	810000	103105

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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	90005	TAX CHECK REFUNDS	31225	TAX REFUND 140010201100	363.10	01/22/2016	21288	0810	810000	103105
	90005	TAX CHECK REFUNDS	31226	TAX REFUND 150690003108	51.57	01/22/2016	21260	0810	810000	103105
	90005	TAX CHECK REFUNDS	31227	TAX REFUND 140090401200	1,113.51	01/22/2016	21255	0810	810000	103105
	90005	TAX CHECK REFUNDS	31228	TAX REFUND 151000418000	305.30	01/22/2016	21291	0810	810000	103105
	90005	TAX CHECK REFUNDS	31229	TAX REFUND 140940202000	206.33	01/22/2016	21268	0810	810000	103105
	90005	TAX CHECK REFUNDS	31230	TAX REFUND 140501306001	2.38	01/22/2016	21278	0810	810000	103105
	90005	TAX CHECK REFUNDS	31231	TAX REFUND 140131101600	192.91	01/22/2016	21271	0810	810000	103105
	90005	TAX CHECK REFUNDS	31232	TAX REFUND 151070210000	162.21	01/22/2016	21287	0810	810000	103105
	90005	TAX CHECK REFUNDS	31233	TAX REFUND 141200104000	80.67	01/22/2016	21280	0810	810000	103105
	90005	TAX CHECK REFUNDS	31234	TAX REFUND 151770010000	687.09	01/22/2016	21276	0810	810000	103105
	90005	TAX CHECK REFUNDS	31235	TAX REFUND 140071100900	381.23	01/22/2016	21281	0810	810000	103105
	90005	TAX CHECK REFUNDS	31236	TAX REFUND 140830103000	314.14	01/22/2016	21290	0810	810000	103105
	90005	TAX CHECK REFUNDS	31237	TAX REFUND 141000023000	311.18	01/22/2016	21274	0810	810000	103105
	90005	TAX CHECK REFUNDS	31238	TAX REFUND 140790017000	936.66	01/22/2016	21269	0810	810000	103105
	90005	TAX CHECK REFUNDS	31239	TAX REFUND 141030406000	302.50	01/22/2016	21261	0810	810000	103105
	90005	TAX CHECK REFUNDS	31240	TAX REFUND 140510103000	116.77	01/22/2016	21273	0810	810000	103105
	90005	TAX CHECK REFUNDS	31241	TAX REFUND 141140914000	208.57	01/22/2016	21286	0810	810000	103105
	90005	TAX CHECK REFUNDS	31242	TAX REFUND 140700003000	15.13	01/22/2016	21256	0810	810000	103105
	90005	TAX CHECK REFUNDS	31243	TAX REFUND 140221600200	1,836.95	01/22/2016	21265	0810	810000	103105
	90005	TAX CHECK REFUNDS	31244	TAX REFUND 141690038000	119.70	01/22/2016	21277	0810	810000	103105
	90005	TAX CHECK REFUNDS	31245	TAX REFUND 140700025000	316.43	01/22/2016	21284	0810	810000	103105
	90005	TAX CHECK REFUNDS	31246	TAX REFUND 151280012000	130.92	01/22/2016	21272	0810	810000	103105
	90005	TAX CHECK REFUNDS	31247	TAX REFUND 141071023000	13.12	01/22/2016	21264	0810	810000	103105

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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	90005	TAX CHECK REFUNDS	31248	TAX REFUND 140610007000	113.28	01/22/2016	21257	0810	810000	103105
	90005	TAX CHECK REFUNDS	31249	TAX REFUND 140820427000	2.00	01/22/2016	21282	0810	810000	103105
	90005	TAX CHECK REFUNDS	31250	TAX REFUND 140191000300	5.62	01/22/2016	21283	0810	810000	103105
	90005	TAX CHECK REFUNDS	31251	TAX REFUND 150900408000	242.57	01/22/2016	21258	0810	810000	103105
	90005	TAX CHECK REFUNDS	31252	TAX REFUND 150990502000	253.79	01/22/2016	21259	0810	810000	103105
	90005	TAX CHECK REFUNDS	31253	TAX REFUND 141440015000	817.43	01/22/2016	21279	0810	810000	103105
	90005	TAX CHECK REFUNDS	31254	TAX REFUND 140261401400	277.64	01/22/2016	21263	0810	810000	103105
	90005	TAX CHECK REFUNDS	31255	TAX REFUND 150900201000	162.74	01/22/2016	21270	0810	810000	103105
	90005	TAX CHECK REFUNDS	31256	TAX REFUND 150710303000	81.19	01/22/2016	21285	0810	810000	103105
	90005	TAX CHECK REFUNDS	31257	TAX REFUND 140311600900	2.39	01/22/2016	21262	0810	810000	103105
	90005	TAX CHECK REFUNDS	31258	TAX REFUND 141250015000	6,087.59	01/22/2016	21275	0810	810000	103105
	90005	TAX CHECK REFUNDS	31352	TAX REFUND 141310012000	3,982.42	01/29/2016	21355	0810	810000	103105
	90005	TAX CHECK REFUNDS	31353	TAX REFUND 141010071000	542.58	01/29/2016	21363	0810	810000	103105
	90005	TAX CHECK REFUNDS	31354	TAX REFUND 151780024000	206.62	01/29/2016	21372	0810	810000	103105
	90005	TAX CHECK REFUNDS	31355	TAX REFUND 140881402000	3,336.56	01/29/2016	21373	0810	810000	103105
	90005	TAX CHECK REFUNDS	31356	TAX REFUND 150500303000	259.18	01/29/2016	21369	0810	810000	103105
	90005	TAX CHECK REFUNDS	31357	TAX REFUND 151280078000	123.08	01/29/2016	21361	0810	810000	103105
	90005	TAX CHECK REFUNDS	31358	TAX REFUND 140830412000	86.27	01/29/2016	21368	0810	810000	103105
	90005	TAX CHECK REFUNDS	31436	TAX REFUND 140000548557	63.43	01/29/2016	21367	0810	810000	103105
	90005	TAX CHECK REFUNDS	31437	TAX REFUND 140950730000	609.36	01/29/2016	21360	0810	810000	103105
	90005	TAX CHECK REFUNDS	31439	TAX REFUND 150630203000	153.37	01/29/2016	21357	0810	810000	103105
	90005	TAX CHECK REFUNDS	31441	TAX REFUND 150690001106	68.67	01/29/2016	21358	0810	810000	103105
	90005	TAX CHECK REFUNDS	31443	TAX REFUND 140870909000	89.44	01/29/2016	21371	0810	810000	103105

## City of Mequon A/P Vendor Listing by Department for January 2016

Processed by Department	Vendor Number	Vendor Name	Invoice Number	Invoice Description	Line item amount	Check Date	Check No.	Fund #	Org	Object
DIRECT INV	90005	TAX CHECK REFUNDS	31447	TAX REFUND 140650302000	28.07	01/29/2016	21366	0810	810000	103105
	90005	TAX CHECK REFUNDS	31449	TAX REFUND 140882012000	150.85	01/29/2016	21364	0810	810000	103105
	90005	TAX CHECK REFUNDS	31450	TAX REFUND 141570002000	4.75	01/29/2016	21359	0810	810000	103105
	90005	TAX CHECK REFUNDS	31451	TAX REFUND 140720309000	136.02	01/29/2016	21365	0810	810000	103105
	90005	TAX CHECK REFUNDS	31455	TAX REFUND 140500716000	138.26	01/29/2016	21370	0810	810000	103105
	90005	TAX CHECK REFUNDS	31456	TAX REFUND 150580003001	49.51	01/29/2016	21362	0810	810000	103105
	90005	TAX CHECK REFUNDS	31457	TAX REFUND 141000013000	7,117.06	01/29/2016	21356	0810	810000	103105
	90007	MISC REFUNDS	30951	REFUND PMT CHECK # 093976	199.00	01/08/2016	21057	0110	110000	443103
	90007	MISC REFUNDS	30993	ESCROW WILDWOOD SPECIMEN TREES	16,575.00	01/08/2016	21056	0110	110000	229139
	90007	MISC REFUNDS	31124	APPLICATION FEE	100.00	01/15/2016	21181	0110	110111	680501
	90007	MISC REFUNDS	31171	VOTING BOOTH LIGHT	194.53	01/15/2016	21180	0110	110113	683201
	90007	MISC REFUNDS	31301	REFUND SENSIBAR ESCROW & 5 CONNECTION OVERPAYMENT	3,518.99	01/22/2016	21226	0620	620000	332630
	90007	MISC REFUNDS	31301	REFUND SENSIBAR ESCROW & 5 CONNECTION OVERPAYMENT	26,085.07	01/22/2016	21226	0620	620679	465421
	90007	MISC REFUNDS	31419	MAILBOX REPLACEMENT	50.00	01/29/2016	21335	0110	110359	680320
	90007	MISC REFUNDS	31458	PD REGISTRATION TITLE & PLATE	70.50	01/29/2016	21336	0410	410786	725014
				Department Total	441,374.39					
				Grand Total	\$1,343,190.42					



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Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: February 9, 2016**  
**SUBJECT: An Amendment to the City of Mequon Approved Development Agreement to Extend the Project Completion for Phase II: Cafe Hollander**

---

**Background:** The applicant, Mequon Town Center LLC, is requesting a development agreement amendment for the Mequon Town Center project located at the intersection of Mequon Road and Cedarburg Road. This will be the fourth amendment to the development agreement and is requested to extend the project completion for Phase II: Cafe Hollander.

**Development Agreement Amendment:** The current development agreement states that Phase II of the project (Café Hollander) shall be completed no later than February 29, 2016. The applicant is now requesting that the completion date for Phase II be extended to June 30, 2016. This date coincides with the overall completion of the project, per the current development agreement, including all final landscaping and hardscape features.

**Fiscal Impact:** Despite this amendment, the property is fully assessed for valuation purposes as of January 1st.

**Planning Commission Recommendation:** The Planning Commission recommendation is forthcoming from its meeting on February 8, 2016 and is subject to the following conditions:

1. Phase II of the project shall be complete by June 30, 2016.

**Finance & Personnel Committee Recommendation:** The Finance & Personnel Committee recommendation is forthcoming from its meeting on February 9, 2016.

---

Kim Tollefson  
Director of Community Development

Attachments:  
FourthDAAmendment02.09.16 (DOCX)  
Zoning Map (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION NO. 3355

An Amendment to the City of Mequon Approved Development Agreement to Extend the Project  
Completion for Phase II: Cafe Hollander

**WHEREAS**, the Common Council granted approval of the Development Agreement on April 9,  
2013; and

**WHEREAS**, the development agreement amendment provides for the extension of Phase II completion  
by June 30, 2016; and

**WHEREAS**, on February 8, 2016, the Planning Commission recommended approval of the amendment  
to the development agreement attached as Exhibit A.

**WHEREAS**, on February 9, 2016, the Finance & Personnel Committee recommended approval of the  
amendment to the development agreement attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF  
MEQUON**, that the amendment to the development agreement for Mequon Town Center, is hereby  
approved and that the appropriate City officials are hereby authorized to sign this agreement.

\_\_\_\_\_  
Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City  
of Mequon, Wisconsin, at a meeting held on February 9, 2016.

\_\_\_\_\_  
William H. Jones, Jr., City Clerk

Published: \_\_\_\_\_

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT**

**WHEREAS**, the parties to this Fourth Amendment to Development Agreement executed that certain Development Agreement of April 29<sup>th</sup>, 2013 (“the Development Agreement”), and the parties executed a First Amendment to Development Agreement under date of May 21, 2014, and the parties executed a Second Amendment to Development Agreement under date of June 5, 2014 and a Third Amendment to Development Agreement under date of April 21, 2015.

**WHEREAS**, the parties are desirous of amending said Development Agreement, in order to amend and restate certain terms and obligations, as follows.

**NOW THEREFORE**, the parties to this Amendment to Development Agreement, agree that the following shall modify and amend certain provisions of the Development Agreement, as follows:

1. Section I. (u) of the Development Agreement, at page 6 thereof, is hereby amended to read: “The Project Phase II Completion Date” means December 31, 2015 for the purpose of valuation only. And, complete construction of Phase II no later than, January 30, 2016. Landscaping installation related to Phase II and as depicted in Exhibit: Phase II Landscaping shall be complete by June 30, 2016.

5. Except as hereby amended, all other terms and provisions of the Development Agreement and the First Amendment to Development Agreement and the Second Amendment to Development Agreement and the Third Amendment to Development Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties to the Development Agreement and this Amendment to Development Agreement have caused this to be signed in duplicate originals this \_\_\_\_\_ day of February, 2016, which shall be the effective date of this Fourth Amendment to Development Agreement.

**CITY OF MEQUON**

---

Dan Abendroth, Mayor

---

William H Jones, Jr., City Administrator & City Clerk

**WIRED SHAFFER MEQUON LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_.

**Blair W. Williams, Managing Member**

**MEQUON TOWN CENTER LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_.

**Wired Shaffer Mequon LLC, Managing Member**

**By Blair W. Williams, its Managing Member**

**MEQUON TOWN CENTER I, INC.**

By: \_\_\_\_\_

Dated: \_\_\_\_\_.

\_\_\_\_\_, **President**

**CONTINUING GUARANTEES**

\_\_\_\_\_  
Dated: \_\_\_\_\_.

**Blair W. Williams**

**In his individual Capacity, as Guarantor**

**Of the Development Agreement**

\_\_\_\_\_  
Dated: \_\_\_\_\_.

**Michael J. Kelly**

**In his individual Capacity, as Guarantor**

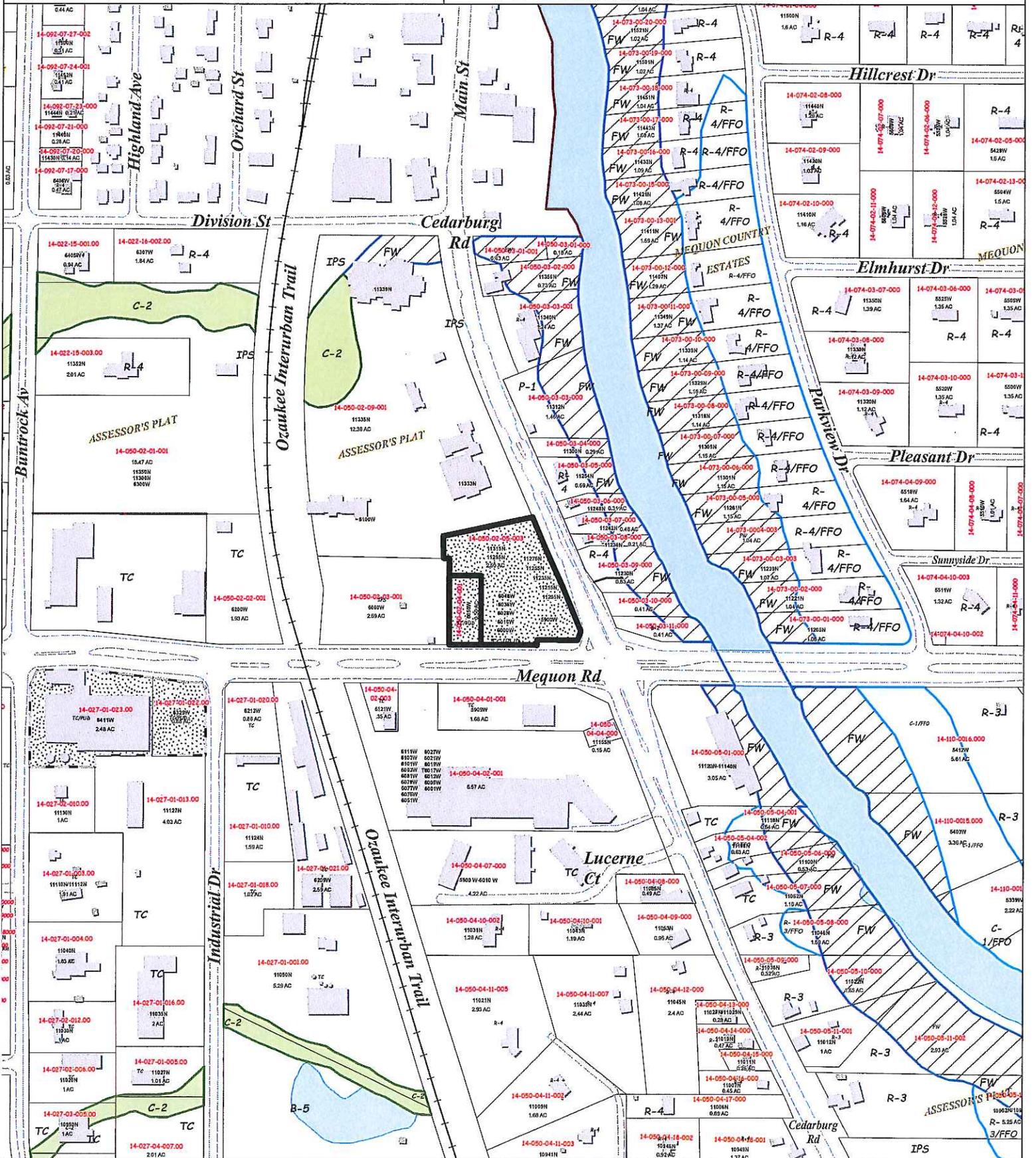
**Of the Development Agreement**

---

**Dated:\_\_\_\_\_.**  
**Cynthia Shaffer**  
**In her individual Capacity, as Guarantor**  
**Of the Development Agreement**

# ITEM #6 - Mequon Town Center LLC

- AC Arrival Corridor
- A-1 Agricultural Preserve
- A-2 General Agricultural
- B-1 Neighborhood Business
- B-2 Community Business
- B-3 Office & Service Business
- B-4 Business Park
- B-5 Light Industrial
- B-6 Rural Industrial
- B-7 Rural Business
- C-1 Shoreland/Wetland Conservancy
- C-2 General Conservancy
- CGO Central Growth Overlay
- FFO Flood Fringe Overlay
- FW Floodway
- IPS Institutional & Public Service
- LTD Limited Use
- OA Agricultural Overlay
- PUD Planned Unit Development Overlay
- P-1 Park & Recreation
- R-1 Single-Family Residential (5 Ac. Min.)
- R-1B Single-Family Residential (2.5 Ac. Min.)
- R-2 Single-Family Residential (2.0 Ac. Min.)
- R-2B Single-Family Residential (1.5 Ac. Min.)
- R-3 Single-Family Residential (1.0 Ac. Min.)
- R-4 Single-Family Residential (3/4 Ac. Min.)
- R-5 Single-Family Residential (1/2 Ac. Min.)
- R-6 Single-Family Residential (4 du/Ac)
- RM Multi-Family Residential
- TC Town Center
- TDR Transfer of Development Rights





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Office of Finance

**TO: Common Council**  
**FROM: Tom Watson, Finance Director**  
**DATE: February 4, 2016**  
**SUBJECT: Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$9,020,000**

---

### **Background**

Over the past several months, the Public Works and Finance-Personnel Committees have taken up the matter of designing and financing the proposed Combined Public Works Facility.

### **Analysis**

Based on estimates provided by City staff and the City's architect, the City's financial advisor, Ehlers and Associates has set the size of the new debt issue at \$9,020,000. Please see the attached worksheets showing a breakdown of the proposed financing and a pro forma debt schedule.

### **Fiscal Impact**

Based on the attached pro forma from the City's financial advisor, Ehlers & Associates, the debt incurred in order to build the facility will increase the mil rate on the City's tax levy approximately \$0.15 per year over the life of the bonds. Adopting this resolution does not commit the City to the size or timing of this issue however the expectation is that the sale will take place on March 8, 2016.

### **Recommendation**

The attached initial resolution authorizing the issuance of General Obligation Bonds not to exceed \$9,020,000 is recommended for adoption.

---

Tom Watson  
Finance Director

Attachments:  
2016 Financing Plan 2016-01-18 set sale revised (PDF)

5.

COMMON COUNCIL OF THE

CITY OF MEQUON

RESOLUTION NO. 3350

INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS  
IN AN AMOUNT NOT TO EXCEED  
\$9,020,000

BE IT RESOLVED by the Common Council of the City of Mequon, Ozaukee County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$9,020,000 for the purpose of paying the cost of constructing and equipping a new public works facility and bond issuance costs.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to publish a Notice to Electors in the Ozaukee County News Graphic, within fifteen (15) days of the adoption and recording of the foregoing resolution.

BE IT FURTHER RESOLVED that the Finance Director (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale of the Bonds on March 8, 2016.

Adopted this 9<sup>th</sup> day of February, 2016.

APPROVED BY: \_\_\_\_\_  
Dan Abendroth, Mayor

DATE APPROVED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
William Jones, City Clerk

(SEAL)

# City of Mequon

## Capital Project Financing



		2016 BQ
		<b>G.O. Bond</b>
		<b>3/24/16</b>
<b>Projects</b>		
Public Works Facility		8,700,000
Preliminary Planning and Design Costs		150,000
<b>Subtotal Needed for Projects</b>		<b>8,850,000</b>
<b>Estimated Finance Related Expenses</b>		
Financial Advisor		36,400
Bond Counsel (Estimate)		13,500
Paying Agent		675
Rating Agency Fees		13,500
Max. Underwriter's Discount	\$12.50	112,750
<b>Total Financing Required</b>		<b>9,026,825</b>
Estimated Interest Earnings		(8,400)
Rounding		1,575
<b>NET ISSUE SIZE</b>		<b>9,020,000</b>

## 2016 Capital Projects Financing - (15 year Level Debt Service)

Year	Existing Net Debt Service Payments	General Obligation Bonds			Total	Net Debt Payments	Equalized Value		Existing Tax Rate General	DPW	Total Tax Rate	Year
		9,020,000 Dated 3/24/16					Tax Base <sup>2</sup>	Change in EV				
		3/1	Princ	Rate <sup>1</sup>								
2015	2,010,841					2,010,841	4,109,790,800	4.39%	0.49		0.49	2015
2016	2,296,677					2,296,677	4,326,896,700	5.28%	0.53		0.53	2016
2017	2,323,140	460,000	0.650%	256,081	716,081	3,039,221	4,370,165,667	1.00%	0.53	0.16	0.70	2017
2018	2,370,750	545,000	0.890%	173,941	718,941	3,089,691	4,413,867,324	1.00%	0.54	0.16	0.70	2018
2019	2,183,898	550,000	1.110%	168,464	718,464	2,902,361	4,458,005,997	1.00%	0.49	0.16	0.65	2019
2020	1,627,588	555,000	1.320%	161,748	716,748	2,344,336	4,502,586,057	1.00%	0.36	0.16	0.52	2020
2021	1,621,488	565,000	1.530%	153,763	718,763	2,340,250	4,547,611,917	1.00%	0.36	0.16	0.51	2021
2022	1,156,225	575,000	1.710%	144,524	719,524	1,875,749	4,593,088,037	1.00%	0.25	0.16	0.41	2022
2023	1,135,500	585,000	1.880%	134,109	719,109	1,854,609	4,639,018,917	1.00%	0.24	0.16	0.40	2023
2024	1,042,700	595,000	2.030%	122,571	717,571	1,760,271	4,685,409,106	1.00%	0.22	0.15	0.38	2024
2025	1,021,663	610,000	2.170%	109,913	719,913	1,741,576	4,732,263,197	1.00%	0.22	0.15	0.37	2025
2026	603,888	620,000	2.300%	96,165	716,165	1,320,052	4,779,585,829	1.00%	0.13	0.15	0.28	2026
2027	293,625	635,000	2.420%	81,351	716,351	1,009,976	4,827,381,687	1.00%	0.06	0.15	0.21	2027
2028	0	655,000	2.550%	65,316	720,316	720,316	4,875,655,504	1.00%		0.15	0.15	2028
2029	0	670,000	2.650%	48,088	718,088	718,088	4,924,412,059	1.00%		0.15	0.15	2029
2030		690,000	2.750%	29,723	719,723	719,723	4,973,656,180	1.00%		0.14	0.14	2030
2031		710,000	2.850%	10,118	720,118	720,118	5,023,392,742	1.00%		0.14	0.14	2031
2032						0	5,073,626,669	1.00%				2032
2033						0	5,124,362,936	1.00%				2033
2034						0	5,175,606,565	1.00%				2034
2035						0	5,227,362,631	1.00%				2035
2036							5,279,636,257	1.00%				
<b>TOTAL</b>	<b>19,687,980</b>	<b>9,020,000</b>		<b>1,755,873</b>	<b>10,775,873</b>	<b>30,463,853</b>						

**Total Net Costs 10,775,873**

<sup>1</sup> Rates based Suamico & Caledonia Sales plus .20

<sup>2</sup> Equalized value projections based on actual for 2015, 1% growth thereafter



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6.

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Office of Finance

**TO: Common Council**  
**FROM: Tom Watson, Finance Director**  
**DATE: February 4, 2016**  
**SUBJECT: Resolution In Support of the Preservation of Tax-Exempt Financing**

---

### Background

Over the last few years several federal proposals have been offered that would either completely remove the long-standing exemption on municipal bond interest or impose a 28% cap on the amount investors may exempt from their taxes. Tax-exempt bonds are the primary financing mechanism for state and local infrastructure projects. They have been used for more than 100 years and provide essential funding for states, counties and localities. Three quarters of all public infrastructure projects in the U.S. are built by states and localities, and tax-exempt bonds are the primary financing tool utilized to satisfy these infrastructure needs. If the tax exemption is eliminated or reduced, states and localities will pay more to finance projects, leading to fewer projects and fewer jobs, or project costs will be transferred to local tax and rate payers.

### Fiscal Impact

#### IMPACT OF PROPOSALS TO REDUCE OR REPEAL THE TAX EXEMPTION

- **IMPACT OF REPEAL** - If the proposal to repeal the exemption had been in place during the **2003- 2012** period, it is estimated that it would have cost governments an additional **\$495 billion in interest costs** for the **\$1.65** trillion in bonds used for state and local infrastructure that was completed during this period.
- **IMPACT OF 28% CAP** - With regard to the proposed **28%** cap, if this proposal had been in place over the last **10** years, it is estimated that the **\$1.65** trillion of state and local infrastructure investment that took place over that time would have cost governments an additional **\$173 billion of interest costs**.
- **IMPACT ON THE MARKET** - Federal proposals to cap or remove the exemption on municipal bond interest has already created volatility in the municipal bond market and this trend would only continue with severe repercussions if either of these proposals were enacted.

Investors would demand higher yields from state and local governments to due to the

increased level of uncertainty about further Washington intervention into the municipal bond market both prospectively and retroactively (i.e., if the 28% cap goes into effect, then there is always a threat that Congress could make additional changes that would raise costs even more for state and local governments).

- **IMPACT ON TAXPAYERS** - If state and local governments are unable to satisfy investor demands for higher yields, then either needed infrastructure projects will not move forward or the costs of these projects will be passed on directly to state and local tax and rate payers.

**Recommendation**

Recommend approval of Resolution Number 3360.

---

Tom Watson  
Finance Director

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION NO. 3360

Resolution In Support of the Preservation of Tax-Exempt Financing

**WHEREAS**, tax-exempt municipal bonds are the primary means by which state and local governments finance three quarters of the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

**WHEREAS**, through the tax exemption, the federal government continues to provide critical support for the federal, state and local partnership that develops and maintains essential infrastructure, which it cannot practically replicate by other means; and

**WHEREAS**, the municipal tax exemption has enabled state and local governments to finance more than \$1.65 trillion in infrastructure investment over the last decade; and

**WHEREAS**, this tax exemption is part of a more than century-long system of reciprocal immunity under which owners of federal bonds are, in turn, not required to pay state and local income tax on the interest they receive from federal bonds; and

**WHEREAS**, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

**WHEREAS**, tax exempt bonds benefit state and local governments who need the support of investors to finance critical infrastructure, taxpayers across the country who depend on this infrastructure for reliable transportation systems, schools, public health facilities, energy, clean water and affordable housing, the federal government, who gets quite a bargain on their partnership with state and local government to provide the nation's infrastructure through the exemption; and investors who buy bonds for many reasons, including the safe nature of these financial products; and

**WHEREAS**, municipal bonds are the second safest investment, aside from U.S. Treasuries, with state and local governments having nearly a zero default rate; and

**WHEREAS**, 72.4 percent of the total outstanding muni debt is held by individual investors, either directly or through mutual funds and money market funds (Source - 2010 Thomson Reuters); and

**WHEREAS**, Congress and the President have proposed legislation to reduce or repeal the tax exemption on municipal bonds; and

**WHEREAS**, these proposals to reduce or repeal the tax exemption would have severely detrimental impacts on national infrastructure development and the municipal market, raising costs for state and local borrowers and creating uncertainty for investors; and

**WHEREAS**, if the proposal to cap the exemption on municipal bonds at 28 percent had been

in place over the last 10 years it would have cost state and local governments an additional \$173 billion in interest costs; and

**WHEREAS**, total repeal of the exemption over the last decade would have cost state and local governments over \$495 billion in additional interest costs; and

**WHEREAS**, the municipal tax exemption has a long history of success, having been maintained through two world wars and the Great Depression, as well as the recent Great Recession, and it continues to finance the majority of our nation's infrastructure needs for state and local governments of all sizes when no other source exists to do so;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Mequon opposes any efforts by Congress and the White House to reduce or repeal the federal tax exemption on interest earned from municipal bonds; and

**BE IT FURTHER RESOLVED** that we oppose any action that would reduce or repeal the exemption on tax-exempt bond interest, and affirm that there should be no legislative action to apply any changes retroactively to current outstanding bonds; and

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be sent to our Congressional Representatives and key members of the Administration.

\_\_\_\_\_  
Approved by: Dan Abendroth, Mayor

Date Approved: \_\_\_\_\_

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

\_\_\_\_\_  
William H. Jones, Jr., City Clerk

Published: \_\_\_\_\_



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Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: February 9, 2016**  
**SUBJECT: Resolution Approving A Town Center Business Development Loan Program for Ruby Tap**

**Background:** As part of the 2103-2014 Work Program, staff pursued a loan pool program with First Bank Financial Centre. First Bank established a new branch in the City and is an organization that focuses on the community and its needs. First Bank initially created this program in 2010 with the City of Oconomowoc for their downtown and since that time has established the program in other various communities. The program is designed to focus on revitalization in downtown and main street areas. The City of Mequon's program was established for Town Center in 2013.

**City of Mequon Program:** Sites within the Town Center TID are eligible for the program. Its purpose is to assist in revitalization efforts, increase capital investment and provide support to new and existing businesses. The program provides low-cost loans for start-up costs and for improving existing commercial structures and businesses. Loans are generally not less than \$10,000 or more than \$25,000, and have interest rates fixed at 1%. First Bank has committed to \$250,000 of capital to begin this venture with the City of Mequon.

Loan processing and servicing is handled by First Bank Financial Centre. The local approval process include a recommendation by the Economic Development Board and final action by the Common Council.

Economic benefits include the following:

- business development and start-up or expansion of existing, local businesses
- business and job retention and attraction
- redevelopment efforts consistent with Town Center goals
- provides below mark interest rates
- provides longer term loans

**Ruby Tap:** Ruby Tap is a new business located in Town Center as part of the Wired/Shaffer mixed-use development at the intersection of Mequon Road and Cedarburg Road. Ruby Tap is the first Town Center business to take advantage of this program. First Bank has approved the loan for \$25,000 with a 1% interest rate (please see attached memo from Rob Helm, Vice President - Commercial Lender). The use of funds will include further interior improvements to the space and outdoor features for the dining patio. These are eligible activities within the program guidelines.

Further, the investment by Ruby Tap within the Town Center fulfills the following priorities established for the program by the Mequon Common Council:

- A business that furthers the Town Center goals and the spirit and intent as pedestrian oriented, mixed-use neighborhood.
- A business that attracts a significant number of people to the Town Center and therefore creates activity at varying times.
- A business that provides new jobs, start-up business and business expansion.

**Economic Development Board Recommendation:** The Economic Development Board recommended approval at its meeting on February 2, 2016, by a vote of 7-0.

**Finance & Personnel Committee Economic Recommendation:** The Finance & Personnel Committee recommendation is forthcoming at its meeting on February 9, 2016.

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Kim Tollefson  
Director of Community Development

Attachments:  
FBFC (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION NO. 3357

Resolution Approving A Town Center Business Development Loan Program for Ruby Tap

**WHEREAS**, the Economic Development Board, Finance & Personnel Committee and Common Council recommended approval of the original Town Center Business Development Loan Program in partnership with First Bank Financial Centre on July 9, 2013; and

**WHEREAS**, the City Economic Development Board & Finance & Personnel Committee recommended approval of the application and loan program for Ruby Tap located at 6000 W Mequon Road, in the Town Center; and

**WHEREAS**, the loan is being used to assist with the start-up of its business operations related to further interior improvements and outdoor features for the dining patio;

**NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MEQUON**, that the \$25,000 loan application for Ruby Tap is approved and that the appropriate City officials are hereby authorized to sign and close the loan agreement.

\_\_\_\_\_  
Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

\_\_\_\_\_  
William H. Jones, Jr., City Clerk

Published: \_\_\_\_\_



Kim –

I wanted to share the following with you regarding the loan request from The Ruby Tap:

- First Bank Financial Centre has approved a loan under the City of Mequon Town Center Business Development Loan Pool program for The Ruby Tap, owned by Brooke Boomer and Sarah Nelson. The terms approved were:
  - Loan Amount: \$25,000
  - Amortization: 10yrs
  - Interest Rate: 1.00%
  - Use of Funds: Window Treatments / Software for Wine Machines / Room Dividers / Railings for Lounge Area / Possible Outside Awning & Furniture
- Per the Program Description "to provide low cost loans for start-up costs for new businesses or firms and expansion costs for existing businesses located in the Town Center of the City of Mequon", we feel this project fits perfectly into the designated use of the funds committed by First Bank Financial Centre for the Program.
- Our underwriting and review included the following:
  - As with all loan requests, we collected Personal Financial Statements from each of the owners
  - Since this is an existing business, we collected three years of Tax Returns for the business, and also for each of the owners.
  - Since we were in the middle of a Tax Year, we also collected Interim Financial Statements for the business (thru 11/30/15)
  - Since this is a new location, we also collected projections for the two coming years evidencing the ability to Cash Flow going forward
- In each area of our Review, we were confident that this request presented low risk, and is a sound investment under the Program

Hopefully this is sufficient for what you need. If you need anything further, please let me know. We are excited to get this Program off the ground ... and hopefully see this first loan funded spur additional requests.

We are looking forward to working with the City of Mequon!

*Rob Helm*

**ROBERT D. HELM**  
**VICE PRESIDENT - COMMERCIAL LENDER**

First Bank Financial Centre  
11715 N. Port Washington Road  
Mequon, WI 53092

*Discover the Community Bank Difference!*



BUSINESS DEVELOPMENT LOAN POOL APPLICATION

I. APPLICANT INFORMATION

Name: Brooke Boomer

Telephone: 312.391.3030

Home Address: 2256 N. Menomonee River Pkwy, Tosa, WI 53226

[REDACTED]

II. PROPOSED PROJECT

Full Legal Name of Borrower: The Ruby Tap Meadon, LLC

Address: 6000 W. Meadon Rd. Meadon WI 53096  
Street City State Zip

Contact Person: Brooke Boomer Phone Number: 312-391-3030

Type of Business: Wine Bar

Year Business was Established: 2015 (Meadon) 2012 (Tosa)

Years Under Current Management: all

Number of employees: Current: 14 Proposed: 14

Business Ownership:

- Sole Proprietorship     Corporation     General Partnership  
 Limited Liability Co.     S Corporation     Limited Partnership

Landlord Information: Name: Wired | Siegel Gallagher

Phone Number: 414.270.4115

Lease Expiration: 2020 Annual Rent: \$51,681

Any relationship between the business and the Landlord?

Yes  No

III. LOAN REQUEST

Amount Requested \$25k Term Requested TBD

For what purposes will this credit be used?: blinds/window treatments,  
dividing walls, inventory, kitchen improvements

How will business repay this credit?: check

Is business subject to either seasonal or cyclical cash flow variations? ~~Yes~~ Yes  No

If yes, please explain: \_\_\_\_\_

#### IV. PURPOSE OF LOAN

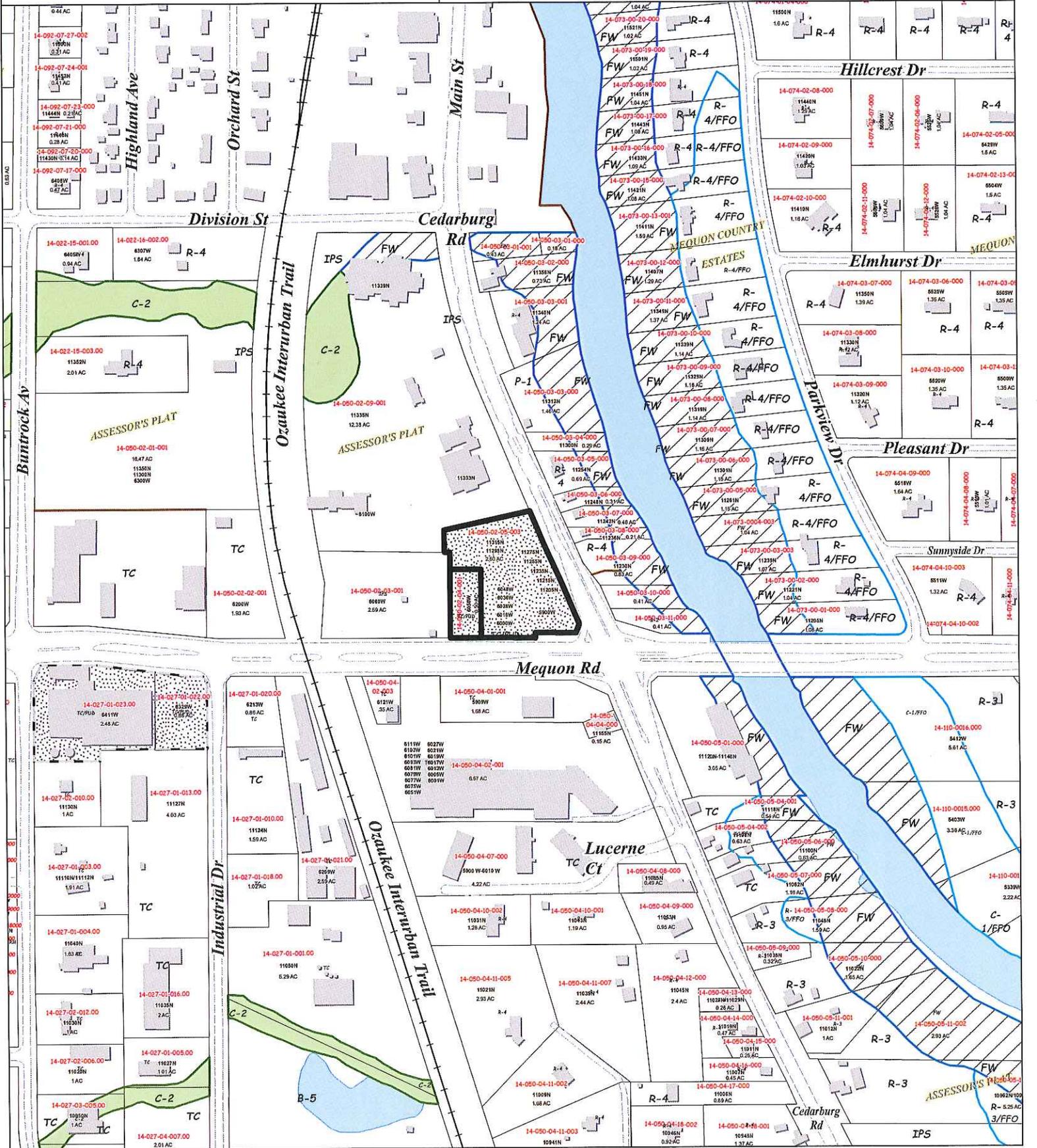
Describe the scope of work which the Business Development Loan Pool funds are proposed for, and the anticipated benefits to be realized from the proposed project. (Examples: benefits low income employees, youths, minorities, handicapped, veterans, elderly, local economic benefits, Impact on the environment (if any), community benefits, financial impact on local government, etc.)

Please be as specific as possible by presenting a detailed outline of all proposed work, including all renovations, equipment, start-up costs and training costs, etc. If applicable, the design proposal should also accompany the application.

We ~~are~~ are already up and running but wanted to wait on purchasing a few things once we have made a little money. Those things can wait for spring because they are things like patio furniture and window treatments. We have a traditional bank loan but the interest rate is high and this would be a much better option while we continue to pay off that loan and run 2 locations. This loan will allow us to make the improvements sooner than originally planned.

# ITEM #6 - Mequon Town Center LLC

- |     |                                |      |  |
|-----|--------------------------------|------|--|
| AC  | Arrival Corridor               | LTD  | Limited Use                              |
| A-1 | Agricultural Preserve          | OA   | Agricultural Overlay                     |
| A-2 | General Agricultural           | PUD  | Planned Unit Development Overlay         |
| B-1 | Neighborhood Business          | P-1  | Park & Recreation                        |
| B-2 | Community Business             | R-1  | Single-Family Residential (5 Ac. Min.)   |
| B-3 | Office & Service Business      | R-1B | Single-Family Residential (2.5 Ac. Min.) |
| B-4 | Business Park                  | R-2  | Single-Family Residential (2.0 Ac. Min.) |
| B-5 | Light Industrial               | R-2B | Single-Family Residential (1.5 Ac. Min.) |
| B-6 | Rural Industrial               | R-3  | Single-Family Residential (1.0 Ac. Min.) |
| B-7 | Rural Business                 | R-4  | Single-Family Residential (3/4 Ac. Min.) |
| C-1 | Shoreland/Wetland Conservancy  | R-5  | Single-Family Residential (1/2 Ac. Min.) |
| C-2 | General Conservancy            | R-6  | Single-Family Residential (4 du/AC)      |
| CGO | Central Growth Overlay         | RM   | Multi-Family Residential                 |
| FFO | Flood Fringe Overlay           | TC   | Town Center                              |
| FW  | Floodway                       | TDR  | Transfer of Development Rights           |
| IPS | Institutional & Public Service |      |  |





11333 N. Cedarburg Rd  
Mequon, WI 53092-1930  
Phone: 262-236-2902  
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: February 9, 2016**  
**SUBJECT: Resolution Approving the Revolving Loan Fund Application for Big Shots Sports**

**Background:** The City of Mequon is in receipt of an application by Big Shots Sports for \$50,000 from the Revolving Loan Fund (RLF). Please find attached a memo from Ozaukee County Economic Development Director, Kathleen Cady-Schilling dated January 29, 2016, which summarizes the proposal and staff analysis.

The funding request seeks to assist with the following:

- Acquisition of a 15 acre property located at 10328 N Wauwatosa Road to start a new golf driving range.
- Capital equipment and working capital.

The proposed development includes a new, year-round facility with a driving range, indoor practice facility, lessons, pro shop and concessions. The new business will add several new part-time employees. For the purpose of this loan, 2.5 full-time equivalent jobs shall be created.

Should the Council find the job creation valuable and finds that the new operations at this site beneficial, staff recommends use of the RLF dollars.

**Revolving Loan Fund Balance:** The balance of the City's revolving loan fund is \$405,661. These funds can't be utilized for City projects, and are administered by the Department of Commerce. Action to approve the application by Big Shots Sports will result in a fund balance of \$355,661.

***Economic Development Board Recommendation:***

The Economic Development Board recommends **approval** of the RLF application for Big Shots Sports by a vote of 7-0 and subject to conditions within the attached resolution and subject to action by the Finance-Personnel Committee and Common Council.

---

Kim Tollefson  
Director of Community Development

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION NO. 3361

Resolution Approving the Revolving Loan Fund Application for Big Shots Sports

**WHEREAS**, the City Economic Development Board recommended approval of a \$50,000 revolving loan fund application for Big Shots Sports located at 10328 N Wauwatosa Road at their meeting on February 2, 2016, in accordance with the recommendation of Ozaukee County Economic Development; and

**WHEREAS**, the Finance & Personnel Committee and Common Council recommended approval of the loan at their meeting on February 9, 2016; and

**WHEREAS**, the loan will create 2.5 Full-time equivalent jobs; and

**WHEREAS**, the loan will be used to assist with the acquisition of a new golf driving range, capital equipment and working capital;

**NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MEQUON**, that the \$50,000 loan application for Big Shots Sports is approved in accordance with the attached recommendation from Economic Development Board and that the appropriate City officials are hereby authorized to sign and close the loan agreement.

\_\_\_\_\_  
Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

\_\_\_\_\_  
William H. Jones, Jr., City Clerk

Published: \_\_\_\_\_

## EXHIBIT A

1. A \$50,000 RLF loan shall be provided to Big Shots Sports, LLC. The loan would be used for land acquisition, capital equipment and working capital.
2. A loan of \$200,000 shall be provided to the Company by First National Bank.
3. The RLF loan shall be provided with a five-year term, seven year amortization and an interest rate of 1.75 percent.
4. The RLF loan shall have a six month deferral of principal payments.
5. That the loan is secured with the collateral located at 170 Norton Street, St. Paul, MN 55117.
6. That the Company provides to the County further detailed information related to the business operations, specifically a copy of the executed contract with First Tee prior to loan disbursement. A copy of the resume of the golf pro, once hired, shall be also be provided to the County.
7. That the Company creates at least two and a half new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center. Additionally, the company agrees to hire 51% of its employees from low to moderate income households.
8. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.



## MEMORANDUM

TO: Mequon Economic Development Board

FROM: Kathleen Cady Schilling, Executive Director  
Ozaukee Economic Development

DATE: January 29, 2016

**SUBJECT: REVOLVING LOAN FUND LOAN: Big Shots Sports**

The purpose of this memorandum is to provide a summary and staff analysis of the request from Big Shots Sports, LLC for a Revolving Loan Fund (RLF) loan for land acquisition, capital equipment and working capital. Big Shots Sports, LLC will be purchasing 15 acres on land at 10328 N. Wauwatosa Road to start a new golf driving range at the location. There is currently a driving range (Nichol Park) at this location, Big Shots Sports LLC will be running a similar operation. .

### Background

Big Shots Sports, LLC will be purchasing the former gold practice facility and driving range at 10328 N. Wauwatosa Road. The site has 15 acres of land with a maximum of 45 outdoor golf driving range spots. Big Shots Sports is owned solely by Ilan Hang and was formed in January of 2016. Golf has seen steady global growth and popularity over the past couple of years. Big Shots Sports will be a year-round facility with the outdoor driving range being utilized 8 months a year and its indoor practice facility being available year-round. The indoor facility will be utilized for membership golf and golf lessons. Big Shots Sports is also contracting with the First Tee to hold its lessons there year-round. Big Shots Sports will also offer a small food and drink menu. Patrons will be able to purchase buckets of balls, take lessons from the Big Shots Golf Pro or purchase food or drink at the facility.

Big Shots Sports primary market will focus on the Northshore – Mequon, Brown Deer and Germantown. Additionally, Big Shots will be connecting to area high schools to offer junior discounts to teams to utilize Big Shots as an additional practice facility. Initial marketing will focus on door direct mail to get out Big Shots Sports name. They will also be looking at running ads in the local publications.

Big Shots Sports has detailed financial projects breaking out their costs on a monthly basis. The business shows that it will be profitable within the first year utilizing a conservative revenue stream. The current golf practice facilities and driving range was poorly utilized by the previous ownership and

usage has diminished. Big Shots will be revamping the golf practice facilities and driving range. They will also be working to create new relationships to repair some that had been damaged by the past ownership. Big Shots also has plans to remodel the current club house to include a small commercial kitchen.

The company will be hiring several part-time employees as well as a golf pro, these positions will equal 2.5 full-time equivalent jobs. The part-time positions will help run the day-to-day operations of its golf practice facilities and driving range.

### **Funding Request**

The Company is requesting that the \$50,000 RLF loan be provided with a term of five year and amortization of seven years and an interest rate of 1.75 percent, with a six month deferral of principal to ease the original start-up costs. (1.75 % is half of prime, this is the rate that other RLFs are offering in the County. Mequon has the ability to offer any rate between 0% and half of prime.) The company has received a \$200,000 loan from First National Bank and is putting in \$36,999 of their own money as equity in the project. The loan from First National Bank is five year loan at a 5.75% interest rate. The City of Mequon's loan term would match the First National term, with the option to extend the loan to the full term of the amortization assuming the loan was in good standing.

The collateral available to secure the loan would be a second mortgage on the property to First National Bank, a personal guarantee from I Lan Hang and a mortgage on I Lan Hang's personal home at 5960 N. 113<sup>th</sup> Street, which would be second to his original. The personal property purchased for \$182,000 and has an original mortgage of \$160,000.

The Company has agreed to create at least 2.5 new full-time equivalent jobs in exchange for the RLF loan. The jobs would be recruited through the Ozaukee County Workforce Development Center and the company would agree to submit income survey information on all applicants. The company agrees to hire 51% of its employees from low to moderate income households.

### **Contingencies**

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

1. That a \$50,000 RLF loan is provided to Big Shots Sports, LLC. The loan would be used for land acquisition, capital equipment and working capital.
2. That a loan of \$200,000 is provided to the Company by First National Bank.
3. That the RLF loan is provided with a five-year term, seven year amortization and an interest rate of 1.75 percent.
4. That the RLF loan have a six month deferral of principal payments.

5. That the loan is secured with the collateral identified above.
6. That the Company creates at least two and a half new full-time equivalent positions within 24 months of the closing on the RLF loan and that the new jobs are made available through the Ozaukee County Workforce Development Center. Additionally, the company agrees to hire 51% of its employees from low to moderate income households.
7. That the Company provides to the County, or its designee, on an annual basis, semi-annual financial statements that are certified by the borrower, annual financial statements that are compiled by a certified public accountant, and signed copies of the corporate Federal income tax return.

\* \* \*

# Big Shots Sports, LLC.

*Golf Range - Practice Facility*

**Mission:** We are driven to provide every golfer at all levels, the right tools and opportunities to become a better player one practice at a time

# Business Projection: Monthly/Yearly

## Potential projection:

- The following business forecast is based on the potential of the business. The results are driven by historical outcomes, along with the Expert Staff's knowledge and experience of what the business can generate in a given year, supported by a clear Vision and Goal.
- Forecast based on average daily customers of Yr-1: 55 golfers; Yr-2: 75 golfers; Yr-3: 90 golfers. Compared to other ranges in SE WI, the average is about 85 per day.
- The golf range will be open all year round. In March – Oct, the facility will be fully utilized. In the winter months, members will sign up for seasonal pass to use the indoor facility. Our golf instructors will also have students all winter long.

# Summary - Year 1, 2 & 3

## REVENUE

	Year 1 (Mar 2016 - Feb 2017)	Year 2 (Mar 2017 - Feb 2018)	Year 3 (Mar 2018 - Feb 2019)
<b>Revenue</b>			
Driving Range	\$156,048.00	\$229,248.00	\$261,744.00
Snacks & Beverage	\$47,200.00	\$49,300.00	\$52,700.00
Merchandise	\$0.00	\$0.00	\$0.00
Golf Pro: Teaching Program	\$12,000.00	\$16,000.00	\$21,500.00
Local School Golf Teams	\$8,000.00	\$8,000.00	\$9,600.00
<b>Total Revenue</b>	<b>\$223,248.00</b>	<b>\$302,548.00</b>	<b>\$345,544.00</b>
<b>Cost of Goods</b>			
Driving Range	\$9,000.00	\$10,800.00	\$13,200.00
Snacks & Beverage	\$16,520.00	\$17,255.00	\$18,445.00
Merchandise cost	\$0.00	\$0.00	\$0.00
<b>Total Cost of Goods</b>	<b>\$25,520.00</b>	<b>\$28,055.00</b>	<b>\$31,645.00</b>
<b>Gross Profit (Loss)</b>	<b>\$197,728.00</b>	<b>\$274,493.00</b>	<b>\$313,899.00</b>
<b>Expenses</b>			
Advertising & Promotions	\$3,600.00	\$3,600.00	\$3,600.00
Bank & Service Charges	\$60.00	\$60.00	\$60.00
Fuel	\$1,850.00	\$2,300.00	\$2,600.00
Office Supplies	\$360.00	\$360.00	\$360.00
Legal & Accounting Fees	\$1,000.00	\$1,000.00	\$1,000.00
Rent / Loan	\$30,000.00	\$30,000.00	\$30,000.00
Utilities	\$4,000.00	\$4,000.00	\$4,400.00
General & Administrative	\$300.00	\$300.00	\$300.00
Repairs & Maint	\$2,400.00	\$2,400.00	\$2,400.00
Payroll	\$54,912.00	\$61,776.00	\$68,640.00
<b>Total Expenses</b>	<b>\$98,482.00</b>	<b>\$105,796.00</b>	<b>\$113,360.00</b>
<b>Operating Income (Loss)</b>	<b>\$99,246.00</b>	<b>\$168,697.00</b>	<b>\$200,539.00</b>

# Year 1 Monthly Projection

	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Total
<b>Revenue</b>													
Driving Range	\$14,220.00	\$14,220.00	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$14,220.00	\$14,220.00	\$8,592.00	\$8,592.00	\$8,592.00	\$8,592.00	\$156,048.00
Snacks & Beverage	\$3,500.00	\$3,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$4,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$47,200.00
Merchandise													\$0.00
Golf Pro: Teaching Program	\$500.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$12,000.00
Local School Golf Teams	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00					\$8,000.00
<b>Total Revenue</b>	<b>\$19,220.00</b>	<b>\$19,720.00</b>	<b>\$23,200.00</b>	<b>\$24,200.00</b>	<b>\$24,200.00</b>	<b>\$24,200.00</b>	<b>\$21,220.00</b>	<b>\$19,720.00</b>	<b>\$11,892.00</b>	<b>\$11,892.00</b>	<b>\$11,892.00</b>	<b>\$11,892.00</b>	<b>\$223,248.00</b>

<b>Cost of Goods</b>													
Driving Range	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00
Snacks & Beverage	\$1,225.00	\$1,225.00	\$1,575.00	\$1,925.00	\$1,925.00	\$1,925.00	\$1,575.00	\$1,225.00	\$980.00	\$980.00	\$980.00	\$980.00	\$16,520.00
Merchandise cost													\$0.00
<b>Total Cost of Goods</b>	<b>\$1,975.00</b>	<b>\$1,975.00</b>	<b>\$2,325.00</b>	<b>\$2,675.00</b>	<b>\$2,675.00</b>	<b>\$2,675.00</b>	<b>\$2,325.00</b>	<b>\$1,975.00</b>	<b>\$1,730.00</b>	<b>\$1,730.00</b>	<b>\$1,730.00</b>	<b>\$1,730.00</b>	<b>\$25,520.00</b>

<b>Gross Profit (Loss)</b>	<b>\$17,245.00</b>	<b>\$17,745.00</b>	<b>\$20,875.00</b>	<b>\$21,525.00</b>	<b>\$21,525.00</b>	<b>\$21,525.00</b>	<b>\$18,895.00</b>	<b>\$17,745.00</b>	<b>\$10,162.00</b>	<b>\$10,162.00</b>	<b>\$10,162.00</b>	<b>\$10,162.00</b>	<b>\$197,728.00</b>
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	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Total
<b>Expenses</b>													
Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
Fuel	\$100.00	\$150.00	\$150.00	\$200.00	\$250.00	\$250.00	\$200.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,850.00
Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>Rent / Loan (TBD)</b>	<b>\$2,500.00</b>	<b>\$30,000.00</b>											
Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$200.00	\$200.00	\$200.00	\$200.00	\$4,000.00
General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Payroll	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$4,576.00	\$54,912.00
<b>Total Expenses</b>	<b>\$8,136.00</b>	<b>\$8,186.00</b>	<b>\$8,186.00</b>	<b>\$8,736.00</b>	<b>\$8,286.00</b>	<b>\$8,286.00</b>	<b>\$8,236.00</b>	<b>\$8,686.00</b>	<b>\$7,936.00</b>	<b>\$7,936.00</b>	<b>\$7,936.00</b>	<b>\$7,936.00</b>	<b>\$98,482.00</b>

<b>Operating Income (Loss)</b>	<b>\$9,109.00</b>	<b>\$9,559.00</b>	<b>\$12,689.00</b>	<b>\$12,789.00</b>	<b>\$13,239.00</b>	<b>\$13,239.00</b>	<b>\$10,659.00</b>	<b>\$9,059.00</b>	<b>\$2,226.00</b>	<b>\$2,226.00</b>	<b>\$2,226.00</b>	<b>\$2,226.00</b>	<b>\$99,246.00</b>
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# Year 2 Monthly Projection

	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total	
Revenue	Driving Range	\$20,820.00	\$20,820.00	\$22,920.00	\$22,920.00	\$22,920.00	\$22,920.00	\$20,820.00	\$20,820.00	\$13,572.00	\$13,572.00	\$13,572.00	\$13,572.00	\$229,248.00
	Snacks & Beverage	\$3,700.00	\$3,700.00	\$4,700.00	\$5,600.00	\$5,600.00	\$5,600.00	\$4,700.00	\$3,700.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$49,300.00
	Merchandise													\$0.00
	Golf Pro: Teaching Program	\$1,100.00	\$1,100.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$16,000.00
	Local School Golf Teams	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00					\$8,000.00
	<b>Total Revenue</b>	<b>\$26,620.00</b>	<b>\$26,620.00</b>	<b>\$30,020.00</b>	<b>\$31,320.00</b>	<b>\$31,320.00</b>	<b>\$31,320.00</b>	<b>\$28,020.00</b>	<b>\$26,620.00</b>	<b>\$17,672.00</b>	<b>\$17,672.00</b>	<b>\$17,672.00</b>	<b>\$17,672.00</b>	<b>\$302,548.00</b>

Cost of Goods	Driving Range	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$10,800.00
	Snacks & Beverage	\$1,295.00	\$1,295.00	\$1,645.00	\$1,960.00	\$1,960.00	\$1,960.00	\$1,645.00	\$1,295.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$17,255.00
	Merchandise cost													\$0.00
	<b>Total Cost of Goods</b>	<b>\$2,195.00</b>	<b>\$2,195.00</b>	<b>\$2,545.00</b>	<b>\$2,860.00</b>	<b>\$2,860.00</b>	<b>\$2,860.00</b>	<b>\$2,545.00</b>	<b>\$2,195.00</b>	<b>\$1,950.00</b>	<b>\$1,950.00</b>	<b>\$1,950.00</b>	<b>\$1,950.00</b>	<b>\$28,055.00</b>

<b>Gross Profit (Loss)</b>	<b>\$24,425.00</b>	<b>\$24,425.00</b>	<b>\$27,475.00</b>	<b>\$28,460.00</b>	<b>\$28,460.00</b>	<b>\$28,460.00</b>	<b>\$25,475.00</b>	<b>\$24,425.00</b>	<b>\$15,722.00</b>	<b>\$15,722.00</b>	<b>\$15,722.00</b>	<b>\$15,722.00</b>	<b>\$274,493.00</b>
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	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total	
Expenses	Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00	
	Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00	
	Fuel	\$150.00	\$200.00	\$250.00	\$300.00	\$300.00	\$300.00	\$250.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,300.00
	Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
	Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Rent / Loan (TBD)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00
	Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$200.00	\$200.00	\$200.00	\$200.00	\$4,000.00
	General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
	Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
	Payroll	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$5,148.00	\$61,776.00
	<b>Total Expenses</b>	<b>\$8,758.00</b>	<b>\$8,808.00</b>	<b>\$8,858.00</b>	<b>\$9,408.00</b>	<b>\$8,908.00</b>	<b>\$8,908.00</b>	<b>\$8,858.00</b>	<b>\$9,258.00</b>	<b>\$8,508.00</b>	<b>\$8,508.00</b>	<b>\$8,508.00</b>	<b>\$8,508.00</b>	<b>\$105,796.00</b>

<b>Operating Income (Loss)</b>	<b>\$15,667.00</b>	<b>\$15,617.00</b>	<b>\$18,617.00</b>	<b>\$19,052.00</b>	<b>\$19,552.00</b>	<b>\$19,552.00</b>	<b>\$16,617.00</b>	<b>\$15,167.00</b>	<b>\$7,214.00</b>	<b>\$7,214.00</b>	<b>\$7,214.00</b>	<b>\$7,214.00</b>	<b>\$168,697.00</b>
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# Year 3 Monthly Projection

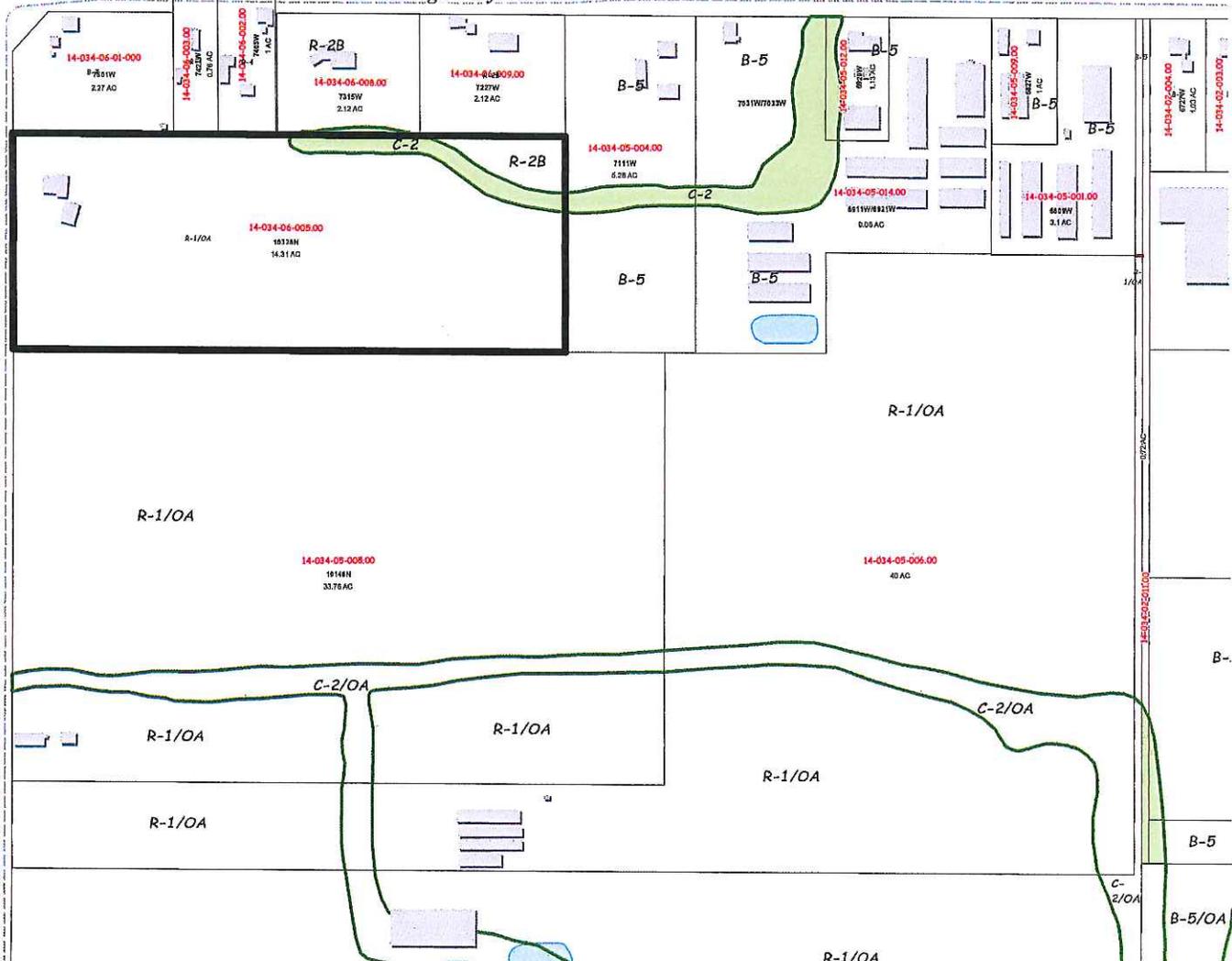
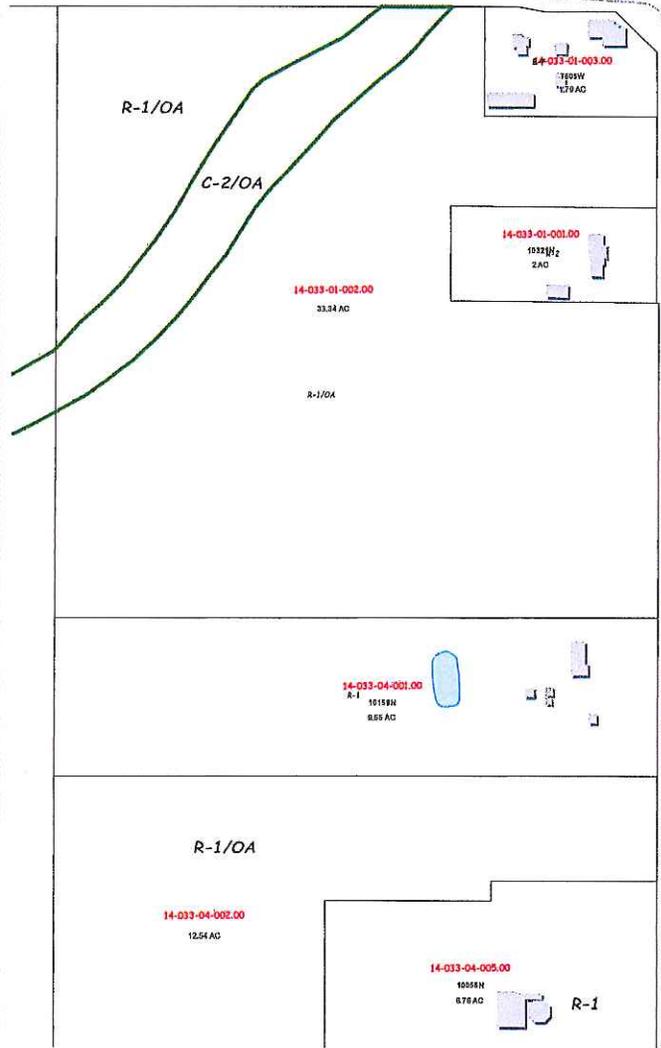
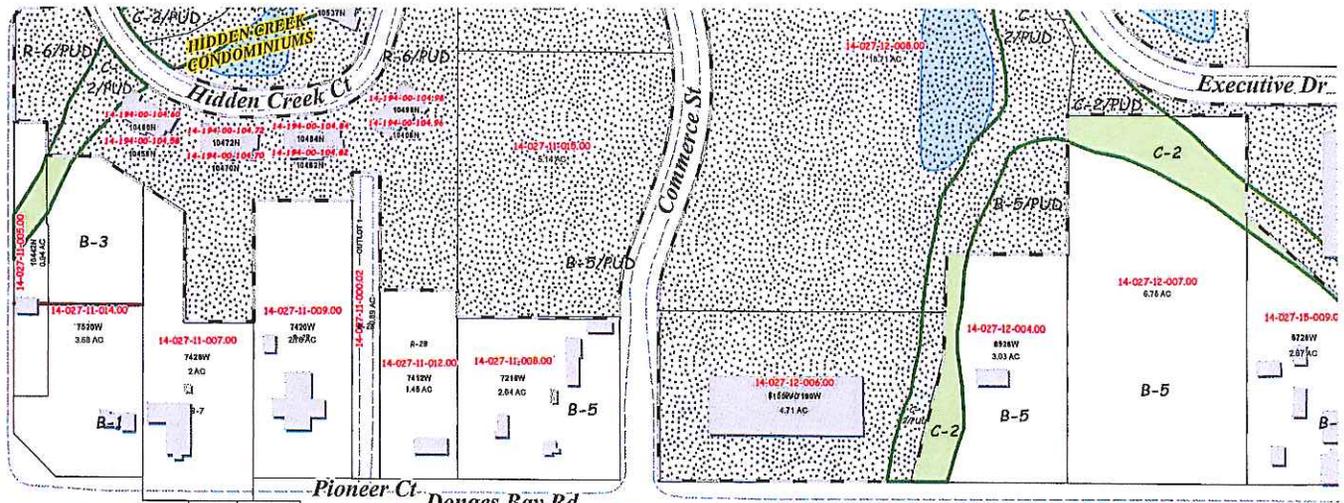
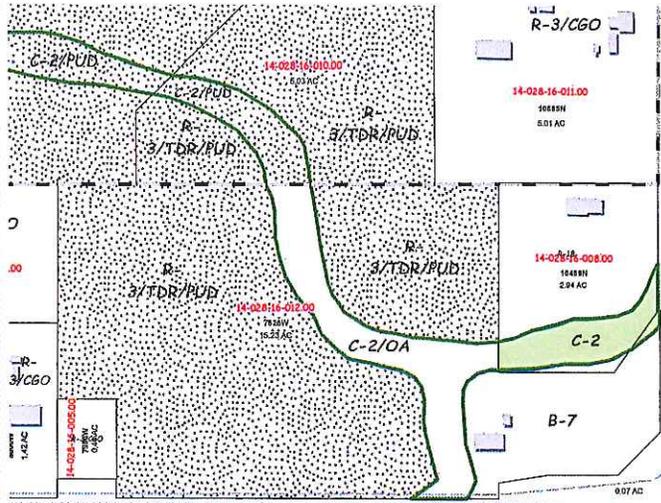
		Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Total
Revenue	Driving Range	\$22,800.00	\$22,800.00	\$25,180.00	\$25,180.00	\$25,180.00	\$25,180.00	\$22,800.00	\$22,800.00	\$17,456.00	\$17,456.00	\$17,456.00	\$17,456.00	\$261,744.00
	Snacks & Beverage	\$4,000.00	\$4,100.00	\$5,100.00	\$5,900.00	\$6,000.00	\$5,900.00	\$5,000.00	\$3,900.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$52,700.00
	Merchandise													\$0.00
	Golf Pro: Teaching Program	\$1,000.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$21,500.00
	Local School Golf Teams	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00					\$9,600.00
	<b>Total Revenue</b>	<b>\$29,000.00</b>	<b>\$29,600.00</b>	<b>\$33,980.00</b>	<b>\$34,780.00</b>	<b>\$34,880.00</b>	<b>\$34,780.00</b>	<b>\$31,500.00</b>	<b>\$30,400.00</b>	<b>\$21,656.00</b>	<b>\$21,656.00</b>	<b>\$21,656.00</b>	<b>\$21,656.00</b>	<b>\$345,544.00</b>

Cost of Goods	Driving Range	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$13,200.00
	Snacks & Beverage	\$1,400.00	\$1,435.00	\$1,785.00	\$2,065.00	\$2,100.00	\$2,065.00	\$1,750.00	\$1,365.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$18,445.00
	Merchandise cost													\$0.00
	<b>Total Cost of Goods</b>	<b>\$2,500.00</b>	<b>\$2,535.00</b>	<b>\$2,885.00</b>	<b>\$3,165.00</b>	<b>\$3,200.00</b>	<b>\$3,165.00</b>	<b>\$2,850.00</b>	<b>\$2,465.00</b>	<b>\$2,220.00</b>	<b>\$2,220.00</b>	<b>\$2,220.00</b>	<b>\$2,220.00</b>	<b>\$31,645.00</b>

<b>Gross Profit (Loss)</b>	<b>\$26,500.00</b>	<b>\$27,065.00</b>	<b>\$31,095.00</b>	<b>\$31,615.00</b>	<b>\$31,680.00</b>	<b>\$31,615.00</b>	<b>\$28,650.00</b>	<b>\$27,935.00</b>	<b>\$19,436.00</b>	<b>\$19,436.00</b>	<b>\$19,436.00</b>	<b>\$19,436.00</b>	<b>\$19,436.00</b>	<b>\$313,899.00</b>
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		Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Total
Expenses	Advertising & Promotions	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
	Bank & Service Charges	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
	Fuel	\$200.00	\$250.00	\$300.00	\$350.00	\$350.00	\$350.00	\$250.00	\$150.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,600.00
	Office Supplies	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
	Legal & Accounting Fees	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	Rent / Loan (TBD)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$30,000.00
	Utilities	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$300.00	\$300.00	\$300.00	\$300.00	\$4,400.00
	General & Administrative	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
	Repairs & Maint	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
	Payroll	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$5,720.00	\$68,640.00
	<b>Total Expenses</b>	<b>\$9,380.00</b>	<b>\$9,430.00</b>	<b>\$9,480.00</b>	<b>\$10,030.00</b>	<b>\$9,530.00</b>	<b>\$9,530.00</b>	<b>\$9,430.00</b>	<b>\$9,830.00</b>	<b>\$9,180.00</b>	<b>\$9,180.00</b>	<b>\$9,180.00</b>	<b>\$9,180.00</b>	<b>\$113,360.00</b>

<b>Operating Income (Loss)</b>	<b>\$17,120.00</b>	<b>\$17,635.00</b>	<b>\$21,615.00</b>	<b>\$21,585.00</b>	<b>\$22,150.00</b>	<b>\$22,085.00</b>	<b>\$19,220.00</b>	<b>\$18,105.00</b>	<b>\$10,256.00</b>	<b>\$10,256.00</b>	<b>\$10,256.00</b>	<b>\$10,256.00</b>	<b>\$10,256.00</b>	<b>\$200,539.00</b>
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11333 N. Cedarburg Rd  
Mequon, WI 53092-1930  
Phone: 262-236-2902  
Fax: 262/242-9655

www.ci.mequon.wi.us

Office of Community Development

**TO: Finance-Personnel Committee**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: February 9, 2016**  
**SUBJECT: A Resolution Approving A Contract to Purchase between the City of Mequon and Shaffer Development for a City of Mequon Owned 13 Acre Property Located within the Town Center at 6200 & 6300 W Mequon Road and portions of 11300 & 11350 N Buntrock Avenue**

**Background:** Resolution No. 3346 approves the contract to purchase the 13.4 acres of land located at 6200 West Mequon Road, 6300 West Mequon Road, and portions of 11300 and 11350 North Buntrock Avenue. In February of 2015, the City purchased the property at 6200 West Mequon to assemble a comprehensive redevelopment site that provides direct access to Mequon Road. In September of 2015, the City offered the entire site for sale for \$1.00 and received six development proposals. After a thorough and strategic review process, the Common Council selected the development proposal by Shaffer Development. In November of 2015, the Council adopted a resolution authorizing negotiation of a contract to sell the property to Shaffer Development. The following highlights details of the purchase agreement:

- The sale of the property will not occur until the Buyer has completed all necessary development approvals through the City of Mequon.
- The Buyer has 270 days (approximately 9 months) from acceptance of the offer to achieve land use approvals.
- The final sale of the full property is estimated to occur prior to April of 2017 due to City operations currently occupying the southern portion of the site. It should be noted that the opportunity for a phased development will allow construction on northern portions of the site, in which case, a sale of a portion of the site can occur prior to April of 2017. These details will be addressed in the forthcoming Development Agreement.
- The offer to purchase is contingent upon successful negotiation of a development agreement.

**Fiscal Note:** The sale price is \$1.00 for the property and payment of a Broker's Commission. The potential redevelopment project value at full build-out is estimated at a minimum of \$26.8M.

***Finance & Personnel Committee:***

The Finance & Personnel Committee recommendation is forthcoming on February 9, 2016.

---

Kim Tollefson  
Director of Community Development

FINANCE-PERSONNEL COMMITTEE  
OF THE  
CITY OF MEQUON

RESOLUTION NO. 3346

A Resolution Approving A Contract to Purchase between the City of Mequon and Shaffer Development for a City of Mequon Owned 13 Acre Property Located within the Town Center at 6200 & 6300 W Mequon Road and portions of 11300 & 11350 N Buntrock Avenue

**WHEREAS**, in February of 2015, the City of Mequon purchased the property located at 6200 West Mequon Road to assemble a comprehensive redevelopment site that provides direct access to Mequon Road; and

**WHEREAS**, in September of 2015, the Common Council, with assistance of the Economic Development Board, offered a 13.4 acre site located in the Town Center for \$1.00 and received six development proposal; and

**WHEREAS**, on November 10, 2015, the Common Council, after a thorough and strategic review process, approved a resolution to further negotiate a contract to sell a 13.4 acre Town Center, City owned site to Shaffer Development; and

**WHEREAS**, the Common Council of the City of Mequon, in furtherance and for the benefit of TID #3, is committed to the redevelopment efforts of Town Center as a pedestrian oriented mixed-use neighborhood; and

**WHEREAS**, negotiations between City Staff and the Buyer has led to the preparation of a Contract of Purchase which provides with particularity and specificity all of the terms, conditions, and provisions necessary to contract for and consummate said sale;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Mequon, Wisconsin, that the contract for the purchase of the property to Shaffer Development in the substance and form as attached is hereby authorized and ratified;

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized and directed to execute all necessary documents to effectuate the sale of the property at 6200 and 6300 West Mequon road and 11300 and 11350 North Buntrock Avenue consistent with the contract herein authorized and ratified.

\_\_\_\_\_  
Approved by: Dan Abendroth, Mayor

Date Approved: February 9, 2016

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 9, 2016.

---

William H. Jones, Jr., City Clerk

Published: \_\_\_\_\_

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ \_\_\_\_\_ (DATE) IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Shaffer Development, LLC and/or assigns  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 6200 and 6300 W. Mequon  
5 Road and 11300 and 11350 N. Buntrock Ave. in the \_\_\_\_\_ City  
6 of \_\_\_\_\_ Mequon \_\_\_\_\_, County of \_\_\_\_\_ Ozaukee \_\_\_\_\_, Wisconsin  
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One and 00/100  
9 \_\_\_\_\_ Dollars (\$ 1.00 ).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be  
11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer  
15 not excluded at lines 20-22, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_  
19 \_\_\_\_\_

20 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**  
24 **by Seller or which are rented and will continue to be owned by the lessor.**  
25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.  
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**  
28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
30 January, 2016. Seller may keep the Property on the market and accept  
31 secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.  
38 Seller's recipient for delivery (optional): Kim Tollefson with copy to Brian C. Sajdak  
39 Buyer's recipient for delivery (optional): Cindy Shaffer with copy to Deborah Tomczyk  
40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller: 11333 N. Cedarburg Road, Mequon, WI 53092 with copy to 11402 W. Church St., Franklin, WI 53132

48 Delivery address for Buyer: 10046 N. Sheridan Dr., Mequon, WI 53092 with copy to 1000 N. Water St., Ste. 1700, Milwaukee, WI 53202  
49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): KTollefson@ci.mequon.wi.us and brian@wrslegal.net  
54 E-Mail address for Buyer (optional): shafferdevelopment@gmail.com and dtomczyk@reinhardtllaw.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and  
61 an environmental report prepared by Stantec dated October 28, 2015 and reports referenced therein

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §  
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real  
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied  
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than as set forth in Addendum A  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none other

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77  Current assessment times current mill rate (current means as of the date of closing)

78  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
79 known, multiplied by current mill rate (current means as of the date of closing)

80  **No proration of property taxes. The property is tax-exempt.**

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially  
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling  
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** ~~if Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)~~  
94 ~~and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,~~  
95 ~~are \_\_\_\_\_~~

96 ~~Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.~~

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 367). If not exempt, (Buyer) ~~(Seller)~~ **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: None

106 \_\_\_\_\_ . If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: multi-use development consistent  
117 with the development opportunity RFP prepared by ColliersInternational and Buyer's 9/18/15  
118 response thereto ("Buyer's Proposed Use") [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within 180 days of acceptance, at  
124 ~~(Buyer's)~~ (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property, ~~and a written determination by a qualified independent third party that none of these prohibit or significantly~~  
126 ~~delay or increase the costs of the proposed use or development identified at lines 116 to 118.~~

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **STRIKE ONE** ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, ~~for the following items~~ related to Buyer's Proposed Use:

130  
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within 270 days of acceptance of this Offer.

133  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ **STRIKE ONE** ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other site plan and  
137 development approval **CHECK ALL THAT APPLY**, for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within 270 days of acceptance.

140  **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) **STRIKE ONE** ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 30 days of  
143 acceptance, at ~~(Buyer's)~~ (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of 13.42 useable acres,  
144 ~~maximum of \_\_\_\_\_~~ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: be consistent with the terms of Section 9 of Addendum A

146 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**  
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 15 days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.  
160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.  
162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.  
164  Rent roll.  
165  Other \_\_\_\_\_

166  
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 90 days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
 177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
 180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
 185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
 187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
 190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
 192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
 194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor; noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
 201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
 202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
 204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
 207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
 209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
 211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
 212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
 217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
 218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
 219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
 220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
 221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
 222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
 224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
 225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 [X] FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written conventional
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 270 days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ 23,115,000.00 for a term of not less than 10 years,
231 amortized over not less than 25 years. Initial monthly payments of principal and interest shall not exceed \$ . Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above. or the development costs for Buyer's Proposed Use

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 [X] FIXED RATE FINANCING: The annual rate of interest shall not exceed 4.5% .
239 [ ] ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed % . The initial interest rate shall be
240 fixed for months, at which time the interest rate may be increased not more than % per year. The maximum
241 interest rate during the mortgage term shall not exceed % . Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479. See Addendum A.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 ■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 [X] APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within 270 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance. loan amount, loan amount.

277 [ADDITIONAL PROVISIONS/CONTINGENCIES] See Addendum A.

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286

**DEFINITIONS CONTINUED FROM PAGE 4**

287 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)  
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 297 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's  
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate  
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide  
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,  
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

**EARNEST MONEY**

319 ■ ~~**HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property~~  
 320 ~~is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.~~

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from  
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be  
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written  
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after  
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not  
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;  
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader  
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to  
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.  
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker  
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit  
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the  
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good  
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations  
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed ~~(trustee's deed if~~  
342 ~~Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)~~ free and clear of all liens and  
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, ~~general taxes levied in the year of closing and~~  
346 none other

347 \_\_\_\_\_  
348 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**  
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**  
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a  
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.  
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE ONE** ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
366 45 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a  
367 reasonable time, but not exceeding 30 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver  
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said  
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does  
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable  
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer. closing

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of ~~this~~  
373 ~~Offer~~ shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**  
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**  
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**  
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**  
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) ~~(Seller's)~~ expense **STRIKE ONE**  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 90 ~~270~~ days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) ~~(shall not)~~ **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written  
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal  
 398 remedies.

399 If Buyer defaults, Seller may:

400 ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

401 (2) terminate the Offer and ~~have the option to:~~ (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 ~~(1) sue for specific performance; or~~

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 ~~In addition, the Parties may seek any other remedies available in law or equity.~~

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**  
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**  
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties  
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer  
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for  
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed  
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of  
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property  
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to  
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and  
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at  
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating  
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,  
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the  
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may ~~only~~ conduct inspections or tests if ~~specific contingencies are included~~ as a part of this Offer. An  
 438 "inspection" is defined as an observation of the Property which does ~~not~~ include an appraisal or testing of the Property, ~~other than~~ <sup>including</sup> testing for  
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as  
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these  
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon  
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except~~  
 443 ~~as otherwise provided,~~ Seller's authorization for inspections does ~~not~~ authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**  
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**  
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed  
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections  
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, ~~and~~ <sup>and</sup> testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of any area Buyer deems reasonably  
453 necessary or appropriate (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 90 ~~270~~ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465  **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will  
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be**  
478 **null and void.**

479  **ADDENDA:** The attached Addendum A is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_  
481 \_\_\_\_\_ on \_\_\_\_\_

482 Buyer Entity Name (if any): SHAFFER DEVELOPMENT, LLC

483 (X) BY  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Cynthia Shaffer, Member Date ▲ \_\_\_\_\_

485 (X) \_\_\_\_\_  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

487  **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  
488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**  
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**  
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): CITY OF MEQUON

493 (X) BY  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

495 (X) \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**ADDENDUM A  
TO WB-15 COMMERCIAL OFFER TO PURCHASE**

**by and between**

**City of Mequon (the "Seller")  
and  
Shaffer Development, LLC and/or Assigns (the "Buyer")**

This Addendum A is attached to, and made a part of, the WB-15 Commercial Offer to Purchase ("Offer") dated December \_\_\_\_, 2015, submitted by Shaffer Development, LLC and/or Assigns (the "Buyer") to the City of Mequon ("Seller") for approximately 13.420 Useable Acres of land located generally to the north of Mequon Road and east of Buntrock Avenue, located in the City of Mequon, Ozaukee County, Wisconsin. The terms of this Addendum A shall supersede any conflicting provisions in the Offer.

1. Description of Property

The Property consists of approximately 13.420 Useable Acres of land known as 6200 and 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Avenue, all in the City of Mequon, Ozaukee County, Wisconsin, as shown on the attached Exhibit A. "Useable Acres" shall mean only those acres of the Property free from encumbrances or regulations which impede or interfere with the development, operation and/or improvement of the Property for Buyer's Proposed Use.

2. Purchase Price

The Purchase Price for the Property will be \$1.00 subject to the other credits and prorations as provided in the Offer and this Addendum A.

3. Closing Prorations

Notwithstanding anything in the Offer to the contrary, the Property is entirely tax exempt for 2016, and no net general real estate taxes shall be due from either Buyer or Seller at closing.

4. Buyer's Proposed Use

The Buyer is purchasing the Property for the purpose of a mixed use commercial development consistent with the development opportunity RFP prepared by Colliers International and Buyer's September 18, 2015 response to the same ("Buyer's Proposed Use").

5. Municipal and Utility Services

The Property is served by sanitary sewer, water, gas, electric and telephone utilities. Some of these utilities are located within the Property. Buyer must provide all utility laterals and/or

extensions as well as stormwater management for Buyer's Proposed Use at Buyer's expense. Buyer will have an opportunity during the Review Period described below to request and review utility service and stormwater management plans and easements and any other utility or stormwater management information that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Upon closing its acquisition of the Property, Buyer accepts the location of all utilities and utility easements. Buyer shall grant any and all necessary easements to maintain the existing utilities on the Property where no easement presently exists and existing utility easements across the Property may be relocated as part of Buyer's Proposed Use as to be negotiated in the Developer's Agreement.

6. Liens, Encumbrances and Special Assessments

Seller hereby represents and warrants to Buyer that the Property is free and clear of all liens and encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for public and municipal utilities, and other recorded easements, recorded building and use restrictions and covenants, and that in no event shall Buyer or the Property become liable for any special assessments for the currently existing and in place municipal, utility and/or stormwater management facilities and laterals and service connections to be installed by Buyer to facilitate Buyer's Proposed Use.

7. Property Condition Provisions — Environmental

Seller shall, within five days of acceptance of this Offer, provide Buyer copies of all soil test and environmental reports for the Property available to Seller. Seller represents and warrants to Buyer that Seller has no notice or knowledge of any soil conditions or environmental conditions on the Property which would render the Property unsuitable for Buyer's Proposed Use without incurrance of any unusual costs other than those disclosed in the available environmental reports. Seller shall, at Seller's expense, within 30 days of acceptance, provide a phase I environmental report for the remainder of the Property not already covered by the existing reports. Buyer will have an opportunity during the Review Period described below to obtain any other subsoil or environmental information and/or testing that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Seller shall obtain and provide to Buyer a Phase II environmental report for the property located at 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Ave within 75 days of acceptance.

8. Acceptance

Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer. Acceptance by the City can and shall occur only upon approval and ratification of the Offer by the Mequon Common Council at a properly noticed meeting of the same.

9. ALTA Survey/CSM

The Seller will, at Seller's cost, provide Buyer with an ALTA Survey of the Property no later than five days from acceptance of Offer showing all property lines, improvements, encroachments, easements, alleys and adjoining roadways, and utility installations located

therein and calculating "Usable Acres." Seller also will, at Seller's sole cost, provide Buyer with and obtain all necessary governmental approvals for a certified survey map ("CSM") consistent with Buyer's development proposal. Buyer shall have 45 days to review such Survey and CSM and such Survey and CSM shall be in satisfactory form and accompanied by any required surveyor's certifications (benefiting Buyer, Buyer's lender and the title company insuring the transaction) sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy without the addition of any exceptions and to create up to four separate and distinct legal lots as directed by Buyer. If the Survey or the CSM shows the existence of conditions that would be detrimental to the Buyer's Proposed Use on the Property, Buyer shall have the option (a) to terminate the Offer by written notice to Seller within the 45 day period whereby this Offer shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith; or (b) if such condition is subject to correction, to request Seller, at Seller's option and sole discretion and at its sole cost and expense, to correct such condition as promptly as possible exercising due diligence in which case the Closing shall be extended for a commensurate period but not more than 30 days.

10. Additional Buyer's Contingency (Review Period)

Buyer shall have 90 days (the "Review Period"), from the delivery of the Phase II environmental report for the property located at 6300 W. Mequon Road and portions of 11300 and 11350 N. Buntrock Ave, to conduct physical and environmental inspections and testing of the Property as well as market and financing feasibility analyses deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's Proposed Use. If Buyer is dissatisfied with the Property for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period.

If Buyer does not terminate this Offer during the Review Period, closing shall occur as set forth in Section 20 below.

11. Development Agreement Contingency

This Offer is contingent upon Buyer and Seller successfully negotiating and entering into, during the Review Period, a development agreement for the development of the Property consistent with Buyer's Proposed Use and to fund any and all costs associated with remediating all conditions disclosed by Buyer's environmental site assessments, evaluations, inspections and/or testing. If Buyer is dissatisfied with the development agreement for any reason whatsoever, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period. If Buyer does not terminate this Offer during the Review Period, closing shall occur as set forth in Section 20 below.

12. Access to Property

Seller agrees to grant access to the Property to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer shall maintain or cause its contractors to maintain liability insurance for all such activities on the Property. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of the Buyer if Buyer terminates this Offer. Buyer further indemnifies and agrees to hold Seller, the City of Mequon harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents.

13. Litigation

In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party.

14. Entire Agreement

This Addendum, together with the Offer constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns. The obligations provided for hereunder, and specifically those provided for under paragraph 12, shall survive closing and shall run with the land.

16. Assignment

Buyer may assign this Offer by one or more successive assignments at any time prior to the closing of this transaction. Upon any such assignment, the assignee shall have all the rights and obligations of Buyer hereunder and Buyer shall thereupon, automatically and without the execution of further instruments or documents, be relieved and released from any obligations hereunder.

17. Legal Counsel

The Buyer and Seller are advised to be represented by their attorney in the preparation and review of all legal documents associated with the purchase/sale of this Property.

18. Colliers International Fee

Buyer shall at closing pay the fee for Colliers International's work as provided for in its contract with the Seller. Buyer and Seller represent and warrant to each other that they have not dealt with any broker other than Colliers International and the parties shall indemnify, defend and hold the other party harmless from any and all broker liens or claims for liens arising from this transaction.

19. Closing Documents

In addition to the other documents required under this Offer at closing, Seller shall, at Seller's expense, deliver to Buyer all duly authorized and executed documents necessary to convey the Property to Buyer as called for hereunder, including but not limited to: a warranty deed, a real estate transfer return, all affidavits and/or indemnities required by the title company insuring the transaction, a recording gap endorsement, an agreement to increase coverage, endorsements for access, survey and separate tax parcel, and a nonforeign status affidavit.

20. Closing

The Property presently houses certain public works facilities of the Seller as depicted on the attached Exhibit B ("DPW Facilities"). If Buyer elects to proceed to close this transaction, a closing for those portions of the Property unencumbered by the DPW Facilities shall occur at a date and time directed by Buyer within 30 days following the satisfaction or waiver of all contingencies to this Offer. Seller shall not impede Buyer's access to the DPW Facilities at any time, but closing for the balance of the Property encumbered by the DPW Facilities shall occur at a date and time directed by Buyer within 30 days following Seller's vacancy of the DPW Facilities, which shall occur not sooner than the initial closing and not later than April 15, 2017.

21. Nonillusory.

The parties acknowledge that while Buyer retains some discretion under the Offer, Buyer will incur significant costs in undertaking evaluations, inspections and testing during the Review Period. Such costs are deemed sufficient consideration for the parties' respective obligations under this Offer and this Offer shall not be deemed illusory.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written next to their respective signatures, to be effective as of the full executed date of the Offer.

**BUYER: Shaffer Development, LLC and/or Assigns**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cynthia Shaffer

**SELLER: City of Mequon**

By: \_\_\_\_\_  
Dan Abendroth, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
William H. Jones, Jr, Clerk-Administrator

Date: \_\_\_\_\_

EXHIBIT A  
Map Showing Property  
(Attached)