

**CITY OF EDGERTON
FINANCE COMMITTEE MEETING
EDGERTON CITY HALL, COUNCIL CHAMBERS
12 ALBION STREET**

Monday, February 17, 2020 at 6:30 p.m.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, February 14, 2020
3. Consider Approval of February 3, 2020 minutes.
4. Consider approval of bills and payroll vouchers.
5. Consider approval of licenses.
 - a. Temporary Class "B" License to Edgerton FFA Alumni on March 7, 2020.
6. Consider addendum to Cedar Corp agreement for west side Industrial Park pond design.
7. Consider addendum to Cedar Corp agreement for Henderson Street resurfacing design.
8. Consider bids for shelter repairs at Racetrack Park.
9. Consider purchase of scoreboard at Racetrack Park.
10. Consider City Attorney contract.
11. Consider charging TIF 5 interest on advance.
12. Consider
13. Finance Director's report.
14. Project updates.
15. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

**FEBRUARY 3, 2020 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:31 p.m.

Present: David Esau, Sarah Braun and Candy Davis.

Others Present: City Administrator Ramona Flanigan, City Clerk-Treasurer Cindy Hegglund, Police Chief Robert Kowalski, Utility Director Randy Oren, Municipal Services Director Howard Moser and a few citizens.

City Clerk-Treasurer Hegglund confirmed the meeting agendas were properly posted on Friday, January 31st at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES: A David Esau/Sarah Braun motion to approve the minutes from the January 20, 2020 Finance Committee meeting passed, all voted in favor.

BILLS AND PAYROLL: A Candy Davis/Sarah Braun motion to approve bills and payroll in the amount of \$101,700.28 passed on a 3/0 roll call vote.

RESOLUTIONS: A Candy Davis/David Esau motion to recommend to Council adoption of City of Edgerton Resolution 01-20: Resolution Authorizing the 2019 Property Tax Equivalent charged to the Water Utility passed on a 3/0 roll call vote.

A Candy Davis/Sarah Braun motion to recommend to Council adoption of City of Edgerton Resolution 02-20: Resolution Approving the Assigned Fund Balance for the Year Ending December 31, 2019 passed on a 3/0 roll call vote.

City Clerk-Treasurer Hegglund explained Resolution 03-20 has budget transfers and amendments that are used for the financial statements only. The actual expenses and revenues for 2019 do not change and at future budget discussions the Council will compare its original budget numbers to actual.

A Sarah Braun/Davis Esau motion to recommend to Council adoption of City of Edgerton Resolution 03-20: Resolution Approving Budget Transfers and Amendments for the Year Ending December 31, 2019 passed on a 3/0 roll call vote.

DANE COUNTY HUMANE SOCIETY AGREEMENT: City Administrator Flanigan stated the contracts for impoundment and stray animals between the City of Edgerton and Dane County Humane Society are up for renewal. The only change is a \$5 increase in the euthanasia fee. Police Chief Kowalski added the department is happy with their services and wish to renew the agreement.

A Candy Davis/David Esau motion to approve the agreements for impoundment and stray animals between the City of Edgerton and Dane County Humane Society passed on a 3/0 roll call vote.

CITY ATTORNEY AND PROSECUTION ATTORNEY LEGAL SERVICES: City Administrator Flanigan stated the city attorney's contract expires April 2020. She asked if the Finance Committee wishes to negotiate a new contract with Murphy Desmond or request proposals. The proposal process has a longer lead time so staff is inquiring now in the event the Committee wishes to pursue this route.

Candy Davis noted that staff evaluated the contract rate and found it reasonable based on the time spent on retainer work. She is comfortable with renewing the contract given staff is not aware of any performance reasons to seek a different vendor at this time.

A Candy Davis/Sarah Braun motion to authorize staff to move forward with negotiating a new contract for city attorney services and not request new proposals passed on a 3/0 roll call vote.

City Administrator Flanigan stated the contract for prosecuting attorney services with Murphy Desmond has a date discrepancy between the expiration and compensation sections. Staff recommends the Finance Committee authorize staff to clarify the contract with a consistent date of April 2021.

A Candy Davis/David Esau motion to authorize staff to work with Murphy Desmond to modify the prosecution attorney contract with an expiration date of April 2021 passed on a 3/0 roll call vote.

FILL DIRT FOR 407 N MAIN ST: A Candy Davis/David Esau motion to approve the purchase of fill for 407 N Main St with Bob McGuire in the amount of \$10 per cubic yard passed on a 3/0 roll call vote.

SUBORDINATION FOR EDGERTON GEAR: City Administrator Flanigan stated that Edgerton Gear wishes to refinance their bank loans and take out additional funds that would bring the mortgage balance back to the amount it was when the City lent Gear TIF funds. The City has three TIF incentive loans that are in second position to their current mortgage which, if the loan mortgages are refinanced would put the City in first position.

The bank will not refinance without the City agreeing to subordinate and agreeing to be in second position. City Administrator Flanigan said the tax increment produced is significantly more than the loan repayment amounts making this a relatively secure agreement to subordinate.

A Sarah Braun/David Esau motion to approve the subordination for Edgerton Gear passed on a 3/0 roll call vote.

Being no other business before the Committee, a Sarah Braun/David Esau motion to adjourn passed, all voted in favor.

Cindy Hegglund, City Clerk-Treasurer

Adopted February 17, 2020

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Invoice Date = 02/14/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	126.95	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	4,742.08	.00		
Total 10013100:					4,869.03	.00		
10021520								
789 ch	WI RETIREMENT SYSTEM	JAN 2020	JANUARY 2020 RETIREMENT	02/14/2020	33,493.77	.00		
Total 10021520:					33,493.77	.00		
10021532								
13 ch	AFLAC	512852	MONTHLY AFLAC PREMIUM	02/14/2020	167.63	.00		
Total 10021532:					167.63	.00		
10023100								
18 ch	TOWN OF ALBION	JAN 2020	FINES COLLECTED-MINUS \$5 PER CITATION	02/14/2020	25.00	.00		
186 ch	DANE CO TREASURER	JAN 2020	JAIL ASSESSMENTS	02/14/2020	10.00	.00		
281 ch	TOWN OF FULTON	JAN 2020	FINES COLLECTED-MINUS \$5 PER CITATION	02/14/2020	399.05	.00		
604 ch	ROCK CO TREASURER	JAN 2020 COU	JAIL ASSESSMENTS AND DRIVER IMPROVE	02/14/2020	423.36	.00		
819 ch	STATE OF WI COURT FINES	JAN 2020	COST-ASSESSMENTS-SURCHARGES COLL	02/14/2020	986.50	.00		
4780 c	WMJA	2020	2020 DUES	02/14/2020	100.00	.00		
Total 10023100:					1,943.91	.00		
10024213								
2631 c	WI DEPT OF REVENUE	JAN 2020	SALES AND USE TAX	02/14/2020	4.77	.00		
Total 10024213:					4.77	.00		
10044210								
604 ch	ROCK CO TREASURER	JAN 2020-2	2020 DOG TAGS	02/14/2020	87.50	.00		
Total 10044210:					87.50	.00		
10046213								
2631 c	WI DEPT OF REVENUE	JAN 2020	SALES AND USE TAX	02/14/2020	.21	.00		
Total 10046213:					.21	.00		
10046710								
2631 c	WI DEPT OF REVENUE	JAN 2020	SALES AND USE TAX	02/14/2020	17.60	.00		
Total 10046710:					17.60	.00		
10051200210								
412 ch	IRMEN, LORI	FEB 2020	CLERK OF COURT	02/14/2020	712.16	.00		
Total 10051200210:					712.16	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vc
10051200330								
790 ch	WI SUPREME COURT	2020	CONTINUING EDUCATION - POPE	02/14/2020	700.00	.00		
	Total 10051200330:				700.00	.00		
10051300210								
2936 c	MURPHY DESMOND LAWYERS	8101547	JAN 2020 RETAINER	02/14/2020	2,125.00	.00		
	Total 10051300210:				2,125.00	.00		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8101545	2019 PROSECUTOR SERVICES - RETAINER	02/14/2020	758.48	.00		
2936 c	MURPHY DESMOND LAWYERS	8101546	2020 PROSECUTOR SERVICES - HOURLY	02/14/2020	843.76	.00		
	Total 10051320210:				1,602.24	.00		
10051410154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	691.22	.00		
	Total 10051410154:				691.22	.00		
10051410155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	11.48	.00		
	Total 10051410155:				11.48	.00		
10051430154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	1,354.18	.00		
	Total 10051430154:				1,354.18	.00		
10051430155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	26.96	.00		
	Total 10051430155:				26.96	.00		
10051430330								
785 ch	WMCA	3/12/20	BOARD OF REVIEW TRAINING - HEGGLUND	02/14/2020	40.00	.00		
	Total 10051430330:				40.00	.00		
10051440340								
231 ch	EDGERTON REPORTER CO INC	8483	VOTING MACHINE TESTING	02/14/2020	8.76	.00		
	Total 10051440340:				8.76	.00		
10051510154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	1,053.25	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	526.62	.00		
	Total 10051510154:				1,579.87	.00		
10051510155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	2.59	.00		
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	.49	.00		
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	1.29	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10051510155:					4.37	.00		
10051510340								
934 ch	STAPLES CREDIT PLAN	7304636656	EXPANDING FILE - ACCTS PAYABLE	02/14/2020	11.91	.00		
Total 10051510340:					11.91	.00		
10051520210								
604 ch	ROCK CO TREASURER	2019 TAX	2019 TAX COLLECTION CHARGES FIRST INS	02/14/2020	1,836.25	.00		
Total 10051520210:					1,836.25	.00		
10051600210								
568 ch	PROFESSIONAL PEST CONTRO	447372	PEST CONTROL - CITY HALL	02/14/2020	26.20	.00		
596 ch	ROBINSON'S MARKETING DIV I	25536	CLEANING THROUGH 1/31/20 - CITY HALL	02/14/2020	110.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	2555	CLEANING THROUGH 2/7/20 - CITY HALL	02/14/2020	110.00	.00		
Total 10051600210:					246.20	.00		
10051600221								
21 ch	ALLIANT ENERGY	JAN 20 47020	470202 ELECTRIC CHARGES	02/14/2020	527.45	.00		
Total 10051600221:					527.45	.00		
10051600225								
311 ch	FRONTIER COMMUNICATIONS	FEB 2020	608-884-3341 TELEPHONE CHARGES	02/14/2020	89.16	.00		
3534 c	CHARTER COMMUNICATIONS	001590702012	CITY HALL INTERNET	02/14/2020	42.50	.00		
Total 10051600225:					131.66	.00		
10051600311								
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	900.00	.00		
Total 10051600311:					900.00	.00		
10051600340								
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	214.31	.00		
Total 10051600340:					214.31	.00		
10051600820								
3661 c	GLOBALCOM TECHNOLOGIES	17362	BOARD REPLACEMENT - CITY HALL DOOR	02/14/2020	1,150.00	.00		
Total 10051600820:					1,150.00	.00		
10052100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	1,382.44	.00		
Total 10052100154:					1,382.44	.00		
10052100155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	48.80	.00		
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	4.03	.00		
Total 10052100155:					52.83	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10052100311								
230 ch	EDGERTON POSTMASTER	1/16/20	POSTAGE - POLICE DEPT	02/14/2020	330.00	.00		
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	100.00	.00		
Total 10052100311:					430.00	.00		
10052100340								
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	23.82	.00		
3090 c	TV & RP UNIT	JAN 2020	WISCONSIN DOT SUSPENSIONS (1)	02/14/2020	5.00	.00		
Total 10052100340:					28.82	.00		
10052120154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	11,254.77	.00		
Total 10052120154:					11,254.77	.00		
10052120155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	90.47	.00		
Total 10052120155:					90.47	.00		
10052120225								
130 ch	US CELLULAR	0350250633	POLICE CELL PHONES	02/14/2020	160.00	.00		
Total 10052120225:					160.00	.00		
10052120340								
252 ch	DEMPSEY, EUGENE	2020	REIMBURSEMENT FOR BOOTS	02/14/2020	180.00	.00		
Total 10052120340:					180.00	.00		
10052120380								
4293 c	US AUTO FORCE	7407431	TIRES - POLICE DEPT	02/14/2020	239.56	.00		
Total 10052120380:					239.56	.00		
10052150210								
568 ch	PROFESSIONAL PEST CONTRO	447372	PEST CONTROL - POLICE DEPT	02/14/2020	21.20	.00		
596 ch	ROBINSON'S MARKETING DIV I	25536	CLEANING THROUGH 1/31/20 - POLICE STAT	02/14/2020	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	2555	CLEANING THROUGH 2/7/20 - POLICE STATI	02/14/2020	119.00	.00		
Total 10052150210:					259.20	.00		
10052150225								
3534 c	CHARTER COMMUNICATIONS	001590702012	POLICE DEPT INTERNET/PHONE CHARGES	02/14/2020	263.16	.00		
Total 10052150225:					263.16	.00		
10052150340								
1015 c	ABENDROTH WATER COND INC	JAN 2020	WATER - POLICE DEPARTMENT	02/14/2020	13.00	.00		
Total 10052150340:					13.00	.00		
10052400210								
2584 c	GENERAL ENGINEERING COMP	JAN 2020	JAN 2020 BUILDING INSPECTIONS	02/14/2020	3,613.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10052400210:					3,613.00	.00		
10053100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	1,504.64	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	978.02	.00		
Total 10053100154:					2,482.66	.00		
10053100155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	11.23	.00		
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	2.42	.00		
Total 10053100155:					13.65	.00		
10053100311								
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	200.00	.00		
Total 10053100311:					200.00	.00		
10053100320								
231 ch	EDGERTON REPORTER CO INC	2447	HELP WANTED - DPW OPERATOR	02/14/2020	30.70	.00		
Total 10053100320:					30.70	.00		
10053100340								
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	47.62	.00		
934 ch	STAPLES CREDIT PLAN	7304636656	INK CARTRIDGE - DPW	02/14/2020	20.58	.00		
Total 10053100340:					68.20	.00		
10053230154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	6,510.85	.00		
Total 10053230154:					6,510.85	.00		
10053230155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	72.18	.00		
Total 10053230155:					72.18	.00		
10053230210								
568 ch	PROFESSIONAL PEST CONTRO	447372	PEST CONTROL - MUNI GARAGE	02/14/2020	21.20	.00		
Total 10053230210:					21.20	.00		
10053230225								
130 ch	US CELLULAR	0352913552	DPW CELL PHONE	02/14/2020	44.62	.00		
311 ch	FRONTIER COMMUNICATIONS	FEB 2020	608-884-3341 TELEPHONE CHARGES	02/14/2020	89.16	.00		
311 ch	FRONTIER COMMUNICATIONS	FEB 2020	608-884-4037 TELEPHONE CHARGES	02/14/2020	75.92	.00		
311 ch	FRONTIER COMMUNICATIONS	FEB 2020	608-884-3809 TELEPHONE CHARGES	02/14/2020	35.97	.00		
3534 c	CHARTER COMMUNICATIONS	000011502012	DPW INTERNET	02/14/2020	32.50	.00		
4659 c	CENTURYLINK	1485456382	LONG DISTANCE CHARGES	02/14/2020	1.10	.00		
4659 c	CENTURYLINK	1485456382	LONG DISTANCE CHARGES	02/14/2020	.09	.00		
Total 10053230225:					279.36	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
10053230340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - MUNI GARAGE	02/14/2020	69.29	.00		
259 ch	FASTENAL COMPANY	WIJAN213419	HOLE SAW - MUNI GARAGE	02/14/2020	15.55	.00		
Total 10053230340:					84.84	.00		
10053240340								
3583 c	ASLESON'S HARDWARE INC	B771403	CHAINSAWS PURCHASE	02/14/2020	780.90	.00		
Total 10053240340:					780.90	.00		
10053310340								
259 ch	FASTENAL COMPANY	WIJAN213401	VESTS - DPW	02/14/2020	19.98	.00		
259 ch	FASTENAL COMPANY	WIJAN213617	TREX PADS - STREETS	02/14/2020	44.95	.00		
3404 c	BURNS FULL SERVICE LLC	JAN 2020A	JAN 2020 BAR OIL	02/14/2020	27.53	.00		
5020 c	UNITED LABORATORIES	INV276939	HAND CLEANER WIPES/	02/14/2020	274.06	.00		
Total 10053310340:					366.52	.00		
10053310380								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - STREET VEHICLES	02/14/2020	34.22	.00		
488 ch	MILLER-BRADFORD & RISBER	P25206	OIL/FUEL FILTER/STRUT - TRUCK #1	02/14/2020	202.61	.00		
700 ch	LAKESIDE INTERNATIONAL TR	5129960P	SHIELD DUST - TRUCK #4	02/14/2020	52.48	.00		
2013 c	POMP'S TIRE SERVICE INC	540119813	(6) TIRES - TRUCK #1	02/14/2020	1,080.36	.00		
2013 c	POMP'S TIRE SERVICE INC	54012000	ALIGNMENT - TRUCK #1	02/14/2020	99.95	.00		
2408 c	GORDIE BOUCHER FORD LINC	149819	LAMP ASSEMBLY TRUCK #1	02/14/2020	55.93	.00		
2408 c	GORDIE BOUCHER FORD LINC	149871	SHIELD ASSEMBLY TRUCK #1 CREDIT	02/14/2020	156.98	.00		
2408 c	GORDIE BOUCHER FORD LINC	150032	TRUCK #1 - SHIELD ASSEMBLY	02/14/2020	107.46	.00		
2408 c	GORDIE BOUCHER FORD LINC	150033	SHIELD ASSEMBLY TRUCK #1 CREDIT	02/14/2020	156.98-	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-304201	CREDIT - BRAKE PADS	02/14/2020	93.57-	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-305165	REEL - TRUCK #2	02/14/2020	29.96	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-305174	LIGHT - TRUCK #2	02/14/2020	23.38	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-305284	OIL FILTER/FUEL FILTER	02/14/2020	74.90	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-305358	TAIL LIGHT SOCKET - TRUCK #9	02/14/2020	10.97	.00		
3266 c	AMERICAN INDUSTRIAL STEEL	2399	ALUMINIUM - STREET VEHICLES	02/14/2020	12.00	.00		
5021 c	59 & I90 TRUCKS AND PARTS	23385	HUB PILOT WHEEL - TRUCK #6	02/14/2020	25.00	.00		
Total 10053310380:					1,715.65	.00		
10053310385								
3404 c	BURNS FULL SERVICE LLC	JAN 2020A	JAN 2020 GAS/DIESEL CHARGES - STREET	02/14/2020	2,075.21	.00		
Total 10053310385:					2,075.21	.00		
10053310390								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - MEMORIAL PLAQUES	02/14/2020	18.70	.00		
Total 10053310390:					18.70	.00		
10053318340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - SNOW/ICE	02/14/2020	6.99	.00		
500 ch	MORTON SALT, INC	5402013640	BULK SAFE-T SALT	02/14/2020	10,259.72	.00		
500 ch	MORTON SALT, INC	5402027420	BULK SAFE-T SALT	02/14/2020	3,993.98	.00		
2371 c	MONROE TRUCK EQUIPMENT I	5424503	CUTTING EDGE BLADES- SNOW/ICE	02/14/2020	1,286.63	.00		
3303 c	WINTER EQUIPMENT CO INC	IV43900	PLOW GUARD	02/14/2020	4,323.32	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	47327	TORPEDO SAND - SALT	02/14/2020	796.39	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053318340:					20,667.03	.00		
10053318385								
3404 c	BURNS FULL SERVICE LLC	JAN 2020A	JAN 2020 GAS/DIESEL CHARGES - SNOW/IC	02/14/2020	1,421.86	.00		
Total 10053318385:					1,421.86	.00		
10053400221								
21 ch	ALLIANT ENERGY	JAN 20 862065	862065 ELECTRIC CHARGES	02/14/2020	53.55	.00		
21 ch	ALLIANT ENERGY	JAN 20 930961	930961 ELECTRIC CHARGES	02/14/2020	7.01	.00		
Total 10053400221:					60.56	.00		
10053400340								
193 ch	DECKER SUPPLY CO INC	909029	RAILROAD SIGN	02/14/2020	155.10	.00		
2663 c	BADGER CONTRACTORS RENT	11252M	STEEL ROAD SIGN STAND	02/14/2020	369.75	.00		
Total 10053400340:					524.85	.00		
10053400820								
5019 c	JNB SIGNS, INC	DP21969	DEPOSIT - COMMUNITY SIGN	02/14/2020	12,189.33	12,189.33	02/04/2020	
Total 10053400820:					12,189.33	12,189.33		
10053420221								
21 ch	ALLIANT ENERGY	DEC 19 27883	278834 ELECTRIC CHARGES	02/14/2020	34.48	.00		
21 ch	ALLIANT ENERGY	DEC 19 55521	555211 ELECTRIC CHARGES	02/14/2020	32.50	.00		
21 ch	ALLIANT ENERGY	JAN 20 106703	106703 ELECTRIC CHARGES	02/14/2020	42.80	.00		
21 ch	ALLIANT ENERGY	JAN 20 192591	192591 ELECTRIC CHARGES	02/14/2020	7.29	.00		
21 ch	ALLIANT ENERGY	JAN 20 209901	209901 ELECTRIC CHARGES	02/14/2020	196.05	.00		
21 ch	ALLIANT ENERGY	JAN 20 440880	440880 ELECTRIC CHARGES	02/14/2020	60.68	.00		
21 ch	ALLIANT ENERGY	JAN 20 47020	470202 GAS CHARGES	02/14/2020	79.10	.00		
21 ch	ALLIANT ENERGY	JAN 20 524734	524734 ELECTRIC CHARGES	02/14/2020	15.41	.00		
21 ch	ALLIANT ENERGY	JAN 20 760421	760421 ELECTRIC CHARGES	02/14/2020	16.22	.00		
600 ch	ROCK ENERGY COOPERATIVE	JAN 20 912370	91237000 STREET LIGHT CHARGE	02/14/2020	10.61	.00		
600 ch	ROCK ENERGY COOPERATIVE	JAN 20 912380	91238000 STREET LIGHT CHARGE	02/14/2020	10.61	.00		
600 ch	ROCK ENERGY COOPERATIVE	JAN 20 912400	91240000 STREET LIGHT CHARGE	02/14/2020	10.61	.00		
600 ch	ROCK ENERGY COOPERATIVE	JAN 2020 9103	91037001 STREET LIGHT CHARGE	02/14/2020	76.74	.00		
Total 10053420221:					593.10	.00		
10053420340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - STREET LIGHTS	02/14/2020	5.86	.00		
Total 10053420340:					5.86	.00		
10054910385								
3404 c	BURNS FULL SERVICE LLC	JAN 2020A	JAN 2020 GAS/DIESEL CHARGES - CEMETE	02/14/2020	77.18	.00		
Total 10054910385:					77.18	.00		
10055110154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	3,002.34	.00		
Total 10055110154:					3,002.34	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055110155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	53.10	.00		
Total 10055110155:					53.10	.00		
10055110210								
568 ch	PROFESSIONAL PEST CONTRO	447372	PEST CONTROL - LIBRARY	02/14/2020	25.20	.00		
596 ch	ROBINSON'S MARKETING DIV I	25451	CLEANING THROUGH 1/3/20 - LIBRARY	02/14/2020	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	25466	CLEANING THROUGH 1/10/20 - LIBRARY	02/14/2020	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	25488	CLEANING THROUGH 1/17/20 - LIBRARY	02/14/2020	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	25508	CLEANING THROUGH 1/24/20 - LIBRARY	02/14/2020	278.50	.00		
3997 c	UNIQUE MANAGEMENT SERVI	575416	12-23 PLACEMENTS	02/14/2020	35.80	.00		
Total 10055110210:					1,175.00	.00		
10055110221								
21 ch	ALLIANT ENERGY	DEC 19 82722	827226 ELECTRIC CHARGES	02/14/2020	1,052.68	.00		
Total 10055110221:					1,052.68	.00		
10055110224								
21 ch	ALLIANT ENERGY	DEC 19 82722	827226 GAS CHARGES	02/14/2020	687.72	.00		
Total 10055110224:					687.72	.00		
10055110225								
3534 c	CHARTER COMMUNICATIONS	005990501062	LIBRARY INTERNET/PHONE CHARGES	02/14/2020	283.33	.00		
Total 10055110225:					283.33	.00		
10055110240								
1010 c	ARROWHEAD LIBRARY SYSTE	2020	SHARED SYSTEM COSTS - HOOPLA	02/14/2020	12,167.21	.00		
4899 c	BACKFLOW PREVENTION SER	122725	BACKFLOW PREVENTER ASSEMBLY TESTIN	02/14/2020	150.00	.00		
Total 10055110240:					12,317.21	.00		
10055110310								
195 ch	DEMCO INC	6755831	BOOKMARKS/BOOK TAPE	02/14/2020	183.05	.00		
Total 10055110310:					183.05	.00		
10055110311								
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	100.00	.00		
Total 10055110311:					100.00	.00		
10055110321								
70 ch	BAKER & TAYLOR INC	2035012956	BOOKS	02/14/2020	252.36	.00		
70 ch	BAKER & TAYLOR INC	2035025654	BOOKS	02/14/2020	249.88	.00		
70 ch	BAKER & TAYLOR INC	2035046070	BOOKS	02/14/2020	210.38	.00		
70 ch	BAKER & TAYLOR INC	2035049964	BOOKS	02/14/2020	432.29	.00		
70 ch	BAKER & TAYLOR INC	2035061603	BOOKS	02/14/2020	207.54	.00		
70 ch	BAKER & TAYLOR INC	2035074062	BOOKS	02/14/2020	134.94	.00		
799 ch	WORLD BOOK SCHOOL INC	0001606309	BOOKS	02/14/2020	797.00	.00		
2710 c	SOUTHERN WISCONSIN NEWS	2106451	BOOKS	02/14/2020	113.10	.00		
3431 c	MIDAMERICA BOOKS	505270	BOOKS	02/14/2020	321.30	.00		
3870 c	CHILDREN'S PLUS INC.	181670	CHILDRENS BOOKS	02/14/2020	328.95	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
3870 c	CHILDREN'S PLUS INC.	181946	CHILDRENS BOOKS	02/14/2020	749.00	.00		
Total 10055110321:					3,796.74	.00		
10055110322								
2035 c	WISCONSIN STATE JOURNAL	12/24/19	QUARTERLY STATE JOURNAL SUBSCRIPTIO	02/14/2020	492.00	.00		
Total 10055110322:					492.00	.00		
10055110323								
1010 c	ARROWHEAD LIBRARY SYSTE	2020	SHARED SYSTEM COSTS - HOOPLA	02/14/2020	4,410.92	.00		
Total 10055110323:					4,410.92	.00		
10055110324								
70 ch	BAKER & TAYLOR INC	2035012956	DVDS	02/14/2020	46.74	.00		
70 ch	BAKER & TAYLOR INC	2035046070	DVDS	02/14/2020	18.12	.00		
70 ch	BAKER & TAYLOR INC	2035074062	DVDS	02/14/2020	36.38	.00		
2433 c	AMAZON.COM LLC	12/9/19A	RETURN - DVD	02/14/2020	34.95-	.00		
2504 c	MIDWEST TAPE LLC	98319110	DVD	02/14/2020	26.24	.00		
2504 c	MIDWEST TAPE LLC	98382503	DVDS	02/14/2020	110.18	.00		
2504 c	MIDWEST TAPE LLC	98382504	DVDS	02/14/2020	166.44	.00		
2504 c	MIDWEST TAPE LLC	98382505	DVD	02/14/2020	12.99	.00		
2504 c	MIDWEST TAPE LLC	98382507	DVDS	02/14/2020	26.23	.00		
2504 c	MIDWEST TAPE LLC	98411359	DVD	02/14/2020	12.74	.00		
2504 c	MIDWEST TAPE LLC	98411610	DVDS	02/14/2020	26.23	.00		
2504 c	MIDWEST TAPE LLC	98429040	DVDS	02/14/2020	59.98	.00		
2504 c	MIDWEST TAPE LLC	98429042	DVD	02/14/2020	11.24	.00		
2504 c	MIDWEST TAPE LLC	98451791	DVDS	02/14/2020	78.72	.00		
2504 c	MIDWEST TAPE LLC	98451793	DVD	02/14/2020	5.24	.00		
2504 c	MIDWEST TAPE LLC	98451794	DVD	02/14/2020	23.24	.00		
2504 c	MIDWEST TAPE LLC	98500911	DVDS	02/14/2020	26.23	.00		
2504 c	MIDWEST TAPE LLC	98500912	DVD	02/14/2020	26.24	.00		
2504 c	MIDWEST TAPE LLC	98500914	DVDS	02/14/2020	89.95	.00		
2504 c	MIDWEST TAPE LLC	98508842	DVDS	02/14/2020	103.46	.00		
2504 c	MIDWEST TAPE LLC	98508844	DVDS	02/14/2020	35.98	.00		
3973 c	FINDAWAY WORLD	17907	PLAYAWAYS	02/14/2020	159.92	.00		
3973 c	FINDAWAY WORLD	309571	PLAYAWAYS	02/14/2020	314.95	.00		
3973 c	FINDAWAY WORLD	312507	PLAYAWAYS	02/14/2020	251.20	.00		
Total 10055110324:					1,633.69	.00		
10055110340								
195 ch	DEMCO INC	6752037	BOOKMARKS/BOOK LABELS	02/14/2020	90.06	.00		
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	23.82	.00		
2433 c	AMAZON.COM LLC	2647461	WOOD RINGS/COTTON CORD	02/14/2020	73.50	.00		
2433 c	AMAZON.COM LLC	7016202	BATTERY SURGE PROTECTOR/BATTERY RE	02/14/2020	109.18	.00		
3977 c	EDWARDSON PLUMBING	3740	SEAL HOLE - SEWER GAS SMELL LIBRARY	02/14/2020	85.00	.00		
4233 c	TARGET	1/8/20	ELECTRONICS - LIBRARY	02/14/2020	89.66	.00		
4997 c	MAILCHIMP	MC08565109	NEWSLETTER SERVICE - LIBARY	02/14/2020	49.99	.00		
Total 10055110340:					521.21	.00		
10055140340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - VETS BUILDING	02/14/2020	27.99	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10055140340:					27.99	.00		
10055142790								
2151 c	BROWN CAB SERVICE INC	1821	JAN 2020 SHARED RIDE TAXI	02/14/2020	4,654.77	.00		
Total 10055142790:					4,654.77	.00		
10055150210								
568 ch	PROFESSIONAL PEST CONTRO	447373	PEST CONTROL - DEPOT	02/14/2020	40.00	.00		
Total 10055150210:					40.00	.00		
10055200210								
568 ch	PROFESSIONAL PEST CONTRO	447490	PEST CONTROL - RACETRACK PARK	02/14/2020	40.00	.00		
Total 10055200210:					40.00	.00		
10055200221								
21 ch	ALLIANT ENERGY	DEC 19 06930	069305 ELECTRIC CHARGES	02/14/2020	519.55	.00		
21 ch	ALLIANT ENERGY	DEC 19 92135	9213591995 ELECTRIC CHARGES	02/14/2020	23.27	.00		
21 ch	ALLIANT ENERGY	JAN 20 078495	078495 ELECTRIC CHARGES	02/14/2020	72.44	.00		
21 ch	ALLIANT ENERGY	JAN 20 413465	413465 ELECTRIC CHARGES	02/14/2020	15.65	.00		
21 ch	ALLIANT ENERGY	JAN 20 563154	563154 ELECTRIC CHARGES	02/14/2020	19.56	.00		
21 ch	ALLIANT ENERGY	JAN 20 646535	646535 ELECTRIC CHARGES	02/14/2020	71.78	.00		
21 ch	ALLIANT ENERGY	JAN 20 793712	793712 ELECTRIC CHARGES	02/14/2020	12.67	.00		
Total 10055200221:					734.92	.00		
10055200340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2020	JAN 2020 CHARGES - PARKS	02/14/2020	6.49	.00		
Total 10055200340:					6.49	.00		
10055420210								
568 ch	PROFESSIONAL PEST CONTRO	447372	PEST CONTROL - POOL	02/14/2020	21.20	.00		
Total 10055420210:					21.20	.00		
10055420221								
21 ch	ALLIANT ENERGY	DEC 19 35496	354961 ELECTRIC CHARGES	02/14/2020	383.83	.00		
21 ch	ALLIANT ENERGY	JAN 20 124223	124223 GAS CHARGES	02/14/2020	13.43	.00		
Total 10055420221:					397.26	.00		
10055420224								
21 ch	ALLIANT ENERGY	DEC 19 35496	354961 GAS CHARGES	02/14/2020	91.55	.00		
Total 10055420224:					91.55	.00		
10055420225								
311 ch	FRONTIER COMMUNICATIONS	FEB 2020	608-884-3232 TELEPHONE CHARGES	02/14/2020	28.91	.00		
4659 c	CENTURYLINK	1485456382	LONG DISTANCE CHARGES	02/14/2020	.08	.00		
Total 10055420225:					28.99	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055420311								
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	100.00	.00		
Total 10055420311:					100.00	.00		
10055420340								
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	23.82	.00		
Total 10055420340:					23.82	.00		
10056300154								
779 ch	WI DEPT OF EMPLOYEE TRUST	MARCH 2020A	MARCH 20 HEALTH INSURANCE	02/14/2020	414.73	.00		
Total 10056300154:					414.73	.00		
10056300155								
490 ch	SECURIAN FINANCIAL GROUP,	MAR 2020A	MAR 2020 LIFE INSURANCE	02/14/2020	6.89	.00		
Total 10056300155:					6.89	.00		
20653630297								
4457 c	WASTE MANAGEMENT OF WI-M	5763130-2766-	JAN 2020 GARBAGE/RECYCLING FEE	02/14/2020	21,013.20	.00		
Total 20653630297:					21,013.20	.00		
40057330820								
3690 c	CEDAR CORPORATION	102360	SWEENEY ROAD CONSTRUCTION	02/14/2020	194.00	.00		
Total 40057330820:					194.00	.00		
40057332820								
3690 c	CEDAR CORPORATION	102359	SOUTH MAIN ST STP	02/14/2020	917.00	.00		
3690 c	CEDAR CORPORATION	102361	SOUTH MAIN ST STP	02/14/2020	4,264.00	.00		
Total 40057332820:					5,181.00	.00		
40057334820								
2164 c	CGC INC	55161	ROLLIN ST PROJECT	02/14/2020	3,135.30	.00		
3690 c	CEDAR CORPORATION	102362	ROLLIN ST RECONSTRUCTION	02/14/2020	5,519.00	.00		
Total 40057334820:					8,654.30	.00		
40657121820								
2936 c	MURPHY DESMOND LAWYERS	8101548	2 BURDICK ST RAZE ORDER	02/14/2020	234.00	.00		
Total 40657121820:					234.00	.00		
40657726820								
2936 c	MURPHY DESMOND LAWYERS	8101544	GREENTEK DEVELOPMENT	02/14/2020	144.00	.00		
Total 40657726820:					144.00	.00		
40857330820								
2164 c	CGC INC	55160	PROPOSED WESTSIDE BUSINESS PARK ST	02/14/2020	2,086.00	.00		
Total 40857330820:					2,086.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
60380840340								
716 ch	US POSTAL SERVICE	2020A	PERSONALIZED ENVELOPES	02/14/2020	47.62	.00		
716 ch	US POSTAL SERVICE	2020A	POSTAGE FOR PERSONALIZED ENVELOPE	02/14/2020	200.00	.00		
1043 c	TRANSUNION LLC	JAN 2020A	MEMBERSHIP DUES	02/14/2020	16.67	.00		
Total 60380840340:					264.29	.00		
80024311								
186 ch	DANE CO TREASURER	FEB 2020	FEBRUARY 2020 TAX SETTLEMENT	02/14/2020	11,539.58	.00		
604 ch	ROCK CO TREASURER	FEB 2020	FEBRUARY 2020 TAX SETTLEMENT	02/14/2020	974,270.65	.00		
Total 80024311:					985,810.23	.00		
80024600								
228 ch	SCHOOL DISTRICT OF EDGERT	FEB 2020	FEBRUARY 2020 TAX SETTLEMENT - DANE	02/14/2020	40,824.91	.00		
228 ch	SCHOOL DISTRICT OF EDGERT	FEB 2020	FEBRUARY 2020 TAX SETTLEMENT - ROCK	02/14/2020	1,703,501.89	.00		
Total 80024600:					1,744,326.80	.00		
80024610								
97 ch	BLACKHAWK TECHNICAL COLL	FEB 2020	FEBRUARY TAX SETTLEMENT	02/14/2020	184,947.08	.00		
442 ch	MADISON AREA TECH COLLEG	FEB 2020	FEB 2020 TAX SETTLEMENT	02/14/2020	3,518.66	.00		
Total 80024610:					188,465.74	.00		
Grand Totals:					3,115,357.24	12,189.33		

Total General Fund Vouchers: \$3,115,357.24

Total Payroll Check Date 2/14/20: \$69,252.02

GRAND TOTAL OF GENERAL FUND: \$3,184,609.26

Finance Committee Members Signatures of Approval:

DAVID ESAU_____
CANDY DAVIS_____
SARAH BRAUN

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: _____

City of Edgerton County of Rock

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning March 7, 2020 and ending March 7, 2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Edgerton FFA Alumni

(b) Address PO Box 385, Edgerton, WI 53534

(c) Date organized 1965

(d) If corporation, give date of incorporation 1965

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: [X]

(f) Names and addresses of all officers:
President Jeremiah Johnson, 237 Co. Rd N, Edgerton.
Vice President Curt Watson, 2198 Stebbinsville Rd, Edgerton
Secretary Karen Lee, 11316 N Washington Rd, Edgerton
Treasurer Michele Davis, 7815 Longview Ct, Edgerton

(g) Name and address of manager or person in charge of affair: Karen Lee, 11316 N Washington Rd, Edgerton

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 112 Swift St, Edgerton Tri-County Community Center

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: License to cover main floor

3. NAME OF EVENT

(a) List name of the event Casino Night and Meat Raffle

(b) Dates of event March 7, 2020

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 2-12-20 (Signature/date)

Edgerton FFA Alumni (Name of Organization)
Officer [Signature] 2-10-2020 (Signature/date)

Officer _____ (Signature/date)

Officer _____ (Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

City of Edgerton
SECURITY AGREEMENT

To insure public safety for your event, please answer the questions listing below. This information will be used to assist the common Council in determining if adequate provisions are being made for alcohol sales and security at your event.

1. Describe arrangements being made for the method and distribution of alcohol. Include provision being made to service only to legal consumers.

Only 21 year olds serving and checking ID
Those of age to consume will receive a specialized stamp.

2. Identify the licensed Operators in charge of selling and distributing alcohol for the entire time alcohol is being served.

Jeremiah Johnson, 237 Co. Rd N, Edgerton
Heather Petzel, 590 Prestige Ct., Edgerton

3. Describe the type of event you are hosting.

Casino night and meat raffle

4. Estimate the number of people who will be attending this event.

250

5. All liquor must be bought from a Wisconsin Wholesaler. Please list the Wholesaler you will be using. (This excludes all retail stores)

Ottschweitzer Beer Distributor
Franks Beverage
Wisconsin Distributing

Police Department recommendation for services including costs:

Chief of Police

Memo

To: Common Council
From: Staff
Date: 2/14/2020
Re: February 17, 2020 Meeting

Cedar Contract for Henderson: The 2020 Budget includes funding to resurface Henderson Street and to construct a cul de sac at the end of the street. The attached contract is for the design of this project. Please note that the contract will include engineering for some minor utility infrastructure upgrades.

Scoreboard purchase: A scoreboard controller for a softball field at Racetrack Park has ceased to function. Staff worked with the school and the softball league to select a replacement scoreboard and controller. The board is the same as other boards at the park and is only available through a single source distributor so we do not have other quotes. The school has agreed to pay half the cost and the softball league will pay for a quarter of the cost. The City is proposing to fund the other quarter of the cost (\$1,418.75) using Racetrack Park advertising funds. The balance in the advertising account is \$4,311.

Interest charges the TIF owes the General Fund: When a TIF borrows money (called an advance) from the General Fund, the General Fund charges the TIF interest on the loan. It has been the City's practice to charge the TIF the same interest rate the City earned on its savings during the term of the loan since this would be the amount of interest income the City was unable to earn on the loaned money. In the case of TIF #5, the remaining interest the TIF owes the General Fund is \$11,064.90. The Council would have to approve the transfer of funds from TIF #5 to the General Fund.

TIF Affordable Housing Extension: In 2009, the state legislature passed a law allowing the extension of a TIF District for one additional year to provide funding for affordable housing initiatives. The attached League of Municipalities article provides 6 examples of how other communities have used funds created by an AHE. In general, most programs use the funds to create new affordable housing units; to fund public infrastructure repair in low-moderate income neighborhoods; or to improve existing housing.

TIF #5, the Business Park TIF, will have collected adequate funds to pay all of its obligations and will close before April 15th of this year. This district could be extended for a year to provide funds for affordable housing efforts. Here are some quick facts about this idea:

- If the City decides to implement the AHE, it must pass a resolution to that effect by April 15th.
- An estimated \$300,000 would be available for affordable housing initiatives if the entire year's worth of increment is collected.

- In the year the TIF retires, the City's levy limit will increase by an estimated \$39,000. This increase in the levy limit would be postponed by one year if the AHE were implemented.
- Funds created by the AHE can be used anywhere in the city, not just within the TIF#5 boundary.

The Council should discuss the cost and benefits of implementing the TIF Affordable Housing Extension (AHE). If the Council wishes to proceed with the AHE, it should direct the Finance Committee to develop program procedures and policies for Council approval.

City Attorney Contract: Please recall the City decided to offer a contract extension to Murphy Desmond from City Attorney services. The attached three year contract offers the same services as the previous contract with an average annual retainer fee increase of 1.3% and an hourly wage increase of five dollars per year for services outside the contract.

Cedar Contract for west side pond: The PW committee recommended the City proceed with the construction of the west side stormwater pond in order to utilize TIF funding for a portion of the pond cost before the TIF expenditure period expires and to create fill needed to construct the street to serve the 4 acres the City plans to buy. (Please refer to the staff report below from the PW meeting regarding the pond). The attached contract amends an earlier Cedar contract by adding the engineering for the pond design to the street design contract.

February 10, 2020 Public Works Committee staff report

West side industrial park pond and street: Please recall the Council has taken actions to construct the street needed to serve the four acres the City plans to purchase off of Gear Drive. Given the terrain, this street will require a significant amount of fill. The most cost effective way to obtain the fill is to use the excess fill created by the construction of the main stormwater pond planned for the corner of Dallman Road and W Fulton Street.

In 2015, the City constructed the "settling basin" portion of the stormwater pond. The main pond has not yet been constructed. The City always planned to build the main pond but was waiting until development drove the need for the pond or until the TIF District, TIF #8, used to fund a portion of the pond was set to close. TIF#8 expenditure period expires in September of this year thus the City should consider constructing the pond now in order to utilize these funds. The estimated cost of the pond is \$240,000. When discussing how to finance the settling pond, the City decided to not special assess existing property owners so settling the pond was financed using TIF funds and the stormwater utility.

The Committee should consider if the City should proceed with the construction of the pond, and if so, how to finance it. The policy questions regarding funding for the main pond are as follows. The pond drainage area is broken into several different sections by land use. The land use dictates funding options. (See attached map)

- Existing residential development (\$35,019) – Staff recommends use of stormwater utility funds as opposed to special assessments.
- Existing and future industrial land in the TIF (\$165,713.34) – Staff recommends the use of TIF funds as opposed to special assessments or utility funds.
- Future residential development in the TIF (residential land north of W Fulton Street)(\$29,544) – Staff recommends the use of TIF funds as opposed to special assessments or utility funds. If special assessments were used, they would be paid by the developer when the property developed. If the stormwater utility funded the improvements, all property owners in the City would pay for that portion of the pond improvements serving that area through their regular rates.
- Future residential development not in the TIF (undeveloped land near West Meadows Drive) (\$9,723) – Staff recommends the use of deferred special assessments as opposed to the stormwater utility.

Project No: 4894-0089
Addendum No. 43-1
Date: 1/30/2020

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and the City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: West Side Industrial Street Extension, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 – SERVICES

The PROJECT includes the following improvements:

Project: West Side Industrial Street Extension

- Description: CSM for approximately 4 acre parcel , field survey, design, and bidding engineering for the new street off of Gear Drive into the new parcel. This project will create a new 300 foot long street with new 8” water main, 8” sanitary sewer and storm sewer. The street will be 36’ face to face with 30” concrete curb and gutter and end in a cul-de-sac.
- *The project is adding storm water analysis, pond layouts, calculations, WDNR coordination, plans for constructing/expanding of the west side regional storm water pond.*

1.1 DESIGN

The ENGINEER agrees to provide the following design services for the PROJECT.

ENGINEER shall, under this paragraph, prepare computations, designs, drawings, specifications, and other documents for the ultimate purpose of the receiving of bids and/or construction of the PROJECT.

Field Design Survey: Field design surveys as used in this subparagraph are understood to be limited to those necessary to prepare the drawings and specifications. A CSM property survey will be included with this project for the sale of the land to the city. Plats, detailed frontage assessment schedules, descriptions of needed land and easement rights, maps and plans and assistance in negotiating for land and easement rights, shall not be included under the services of

this paragraph.

Preparation of Contract Documents: This generally includes Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Proposals, Agreements, Miscellaneous Forms, Specifications, Drawings, and Schedules.

Cost Estimates: Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that bids or actual construction costs to the OWNER will not vary from ENGINEER's opinions of probable cost. If the OWNER desires greater assurance as to construction costs, OWNER shall employ an independent cost estimator.

Approval of Contract Documents: The ENGINEER shall submit sufficient copies of the Contract Documents to the various agencies which have final review authority on the design of the PROJECT and shall make such adjustments to these documents as are required to receive final approval.

Construction Permits and Approvals: It is understood that approval of the Contract Documents may not be sufficient to allow construction of the PROJECT. In many cases, the PROJECT requires permits and approvals that relate to the construction and not to the design (e.g., Corps of Engineers, Highway, Planning Agencies, etc.). The ENGINEER shall adopt any design requirements of these permits and approvals into the Contract Documents as a part of the work under this paragraph, however, permit and approval applications, surveys, and reports shall not be included under the services of this paragraph.

The following Construction permit submittals are included under this paragraph:

- WDNR Water Main, Sanitary Sewer, and Storm Water Notice of Intent.

Coordination: Coordination of subcontractors, agents or employees of the OWNER in the compilation of data for the PROJECT. It is understood that if subsurface exploration such as borings, soil tests and the like are made to determine amounts of rock excavation or other subsurface conditions, the ENGINEER will furnish coordination of said exploration but the costs incident to such exploration shall be paid for by the OWNER.

1.2 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by furnishing digital project bid documents to QuestCDN eBid for downloading of bid documents by those requesting such. Maintain a record of bid document holders.
- Interpretation of Contract Documents and preparation of Addenda during the bidding period.
- Administer the bid opening.

- Preparation of bid tabulations.
- Analysis of bid results.
- Consultation with the OWNER on the award of contracts.
- Assist in preparation of formal Contract Documents for review by the OWNER's legal representative.

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

2.1 HOURLY RATE AND EXPENSES

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on an hourly rate and expense basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g., long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

The estimated cost follows:

Items 1.1 through 1.2 = \$25,250 (includes recording and filing CSM) + ***\$13,500 (added pond design) = \$38,750***
Item 1.3 = To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Design	November 2019 – January 2020
Project Advertising	February 2020
Project Bid/Award	March 2020
Project Construction Start	Spring/Summer 2020

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None.

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 30th day of January, 2020.

For OWNER:

For ENGINEER:

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By: William A. Betzig

Name: _____

Name: William A. Betzig, P.E.

Title: _____

Title: Sr. Project Manager

By: _____

By: David K. Sauer

Name: _____

Name: David K. Sauer, P.E.

Title: _____

Title: Director

2019 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$145.00
Director / Senior Consultant	\$135.00
Lead Project Manager	\$132.00
Senior Project Manager / Lead Senior Planner	\$130.00
Lead Engineer	\$130.00
Senior Architect	\$125.00
Project Manager III	\$125.00
Senior Construction Manager	\$125.00
Project Manager II	\$120.00
Landscape Architect / Environmental Specialist IV	\$110.00
Project Engineer III / Project Manager I	\$110.00
Technician V	\$106.00
Senior Planner	\$105.00
Project Engineer II / Environmental Specialist III	\$102.00
Architect / Technician IV / Technical Specialist	\$ 95.00
Professional Land Surveyor II / Project Engineer I	\$ 95.00
Construction Manager	\$ 95.00
Environmental Specialist II	\$ 91.00
Professional Land Surveyor I	\$ 90.00
Staff Engineer II	\$ 88.00
Technician III	\$ 85.00
Environmental Specialist I	\$ 81.00
Staff Engineer I	\$ 80.00
Planner II / Technician II	\$ 75.00
Planner I / Administrative Assistant II	\$ 70.00
Technician I	\$ 69.00
Administrative Assistant I	\$ 65.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Photocopying (24" x 36")	\$7.00/sheet
Photocopying (11" x 17")	\$2.00/sheet
Photocopying (8½" x 11")	\$0.50/sheet
Vehicle Mileage	\$0.58/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.



Memo

To: Common Council

From: Staff

Date: 2/17/2020

Re: Racetrack Park Fireplace Repair

The 2020 budget includes \$1,500.00 in the Parks and Playgrounds Capital Improvement account for the repair of the fireplace structure located in Racetrack Park.

Staff contacted several vendors and received three proposals to repair the fireplace. Champion Showers and Flooring, 613 Trigger Court, Milton, WI 53563 is the lowest responsible bidder as seen in the table below:

VENDOR	COST
Champion	\$1,445.77
Fred Clark	\$1,500.00
Mark Deegan	\$3,385.00

Staff recommends awarding the contract for repair of the fireplace at Racetrack Park to Champion Showers and Flooring, 613 Trigger Court, Milton, WI 53563 in the amount of \$1,445.77. Funding for this contract will come from the Parks and Playgrounds Capital Improvement account.

Attachments:

Champion quote

Fred Clark quote

Mark Deegan quote



613 Tigger Court
 Milton, WI 53563
 920-544-6482

Estimate

anthony@championshowers.com

Date	Estimate #
2/3/2020	1492

Name / Address
Edgerton Public Works Dept. Howard Moser 12 Albion Street Edgerton, WI 53534

Project
Race Track Park Fireplace

Item	Description	Qty	Rate	Total
Materials	Limestone Block	1	215.00	215.00T
Materials	Grout to match	1	55.25	55.25T
Materials	Mortar	1	43.28	43.28T
Labor Only	Repair Hearth	2	450.00	900.00
Labor Only	Tuck pointing	1	215.00	215.00

Please call 920-544-6482 with questions about this estimate.

Subtotal \$1,428.53

Sales Tax (5.5%) \$17.24

Total \$1,445.77

[Print](#) | [Close Window](#)

Subject: Re: Hearth Repair Estimate
From: Fred Clark <twostix2002@yahoo.com>
Date: Thu, Oct 03, 2019 8:41 am
To: <lozga@cityofedgerton.com>

Good morning yes I was able to take a look at the fireplaces I can repair them for \$1500 I will write up a proposal and get it to you by Friday thank you

Sent from Yahoo Mail for iPhone

On Wednesday, October 2, 2019, 2:27 PM, lozga@cityofedgerton.com wrote:

Hello,

Just wanted to follow up with you to see if you were able to look at the shelter hearth at Racetrack Park?

Lacey Ozga
Administrative Assistant
CITY OF EDGERTON
12 Albion Street
Edgerton, WI 53534
Phone: [\(608\) 884-3341](tel:(608)884-3341)
Fax: [\(608\) 884-8892](tel:(608)884-8892)
lozga@cityofedgerton.com

2011 Estimated Population Dane County = 98
2011 Estimated Population Rock County = 5367

This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

----- Original Message -----

Subject: Re: Hearth Repair Estimate
From: Fred Clark <twostix2002@yahoo.com>
Date: Mon, September 23, 2019 8:11 am
To: <lozga@cityofedgerton.com>

Good morning let me know what park this is located in and I'll go have a look, more than happy to get you a price on the repairs Thank you

Sent from Yahoo Mail for iPhone

On Friday, September 20, 2019, 1:22 PM, lozga@cityofedgerton.com wrote:

Hello,

We are working on next years budget and were looking to get a rough estimate for repairs to a hearth located in one of our park shelters.

I have attached photos of the damage.

New Address 681 Edgerton Rd Page 1 of 2

FROM MARK DEEGAN MASONRY 570 HWY, 106 EDGERTON, WI 53534 PH 884-6852 201-8042 Cell 201-8042		Proposal No. _____ Sheet No. 68 Date Feb 13 2020
--	--	--

Proposal Submitted To Name <u>City of Edgerton</u> Street _____ City <u>Public Works</u> State _____ Telephone Number _____	Work To Be Performed At Street <u>Race Track Park</u> City _____ State _____ Date of Plans _____ Archited: _____
--	--

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
1. All Masonry Work on open air pavilion at Race Track Park as outlined on page number two.

Labor + Materials = \$3,385.00
(Three thousand three hundred eighty five dollars)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars \$ _____ with payments to be made as follows: Upon Completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements, contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____

Respectfully submitted
Cell 201-8042
 Mark Deegan Masonry
 570 State Road 106
 Edgerton, WI 53534
 884-6852 201-8042
 Per Mark Deegan

Note — This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature Mark Deegan Masonry
 570 State Road 106
 Edgerton, WI 53534
 884-6852 201-8042
 Date _____ Signature _____

Mark Deegan Masonry
570 State Road 106
Edgerton, WI 53534
884-6852 201-8042

City of Edgerton - Masonry work needed on fireplaces of open air pavilion.

1. Hearth stones removed and relaid.
Will require more stone.
2. Base or floors of fireplaces repaired.
3. Refractory Cement tuck into all joints of firebrick. Grinding out existing will be necessary.
4. Chimney Crown removed and repoured
(Crown Sealer applied after curing)
5. Chimney above roofline tuckpointed.
6. Tuckpointing needed on some of the load bearing stone pillars.
7. Tuckpointing needed on fireplace stonework.
8. Seal flashing areas

Mark Deegan

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, dated _____, 2020, by and between the City of Edgerton, a Wisconsin municipal corporation (hereinafter "City"), and Murphy Desmond S.C., a Wisconsin service corporation (hereinafter the "Attorney").

WITNESSETH:

WHEREAS, the City wishes to retain Attorney to provide legal services to the City in the capacity of City Attorney; and

WHEREAS, the Attorney is willing to provide such services to the City on the terms and conditions provided herein;

NOW THEREFORE, the parties hereto agree as follows:

1. **Nature of Agreement.** The City retains, employs and appoints Attorney, pursuant to § 62.09(12), Wis. Stats., to act as City Attorney for the City, to render to the City and its authorized officers legal advice, and to represent the City and its authorized officers in all matters that may be pending or may hereafter be instituted in any of the courts of the State of Wisconsin, the courts of the United States located within the State of Wisconsin, before all administrative agencies and departments of the government brought by or against the City, to prepare and/or review all contracts, undertake all collections as requested, to render legal opinions, to draft and/or review ordinances and to undertake all other legal services as the City or any of its authorized officers may request or require.

2. **Acceptance of Employment.** The Attorney accepts the obligation to perform the services set forth in this Agreement, promising City that Attorney will render to the best of the Attorney's ability the services described herein and during the continuance of this Agreement.

3. **Staffing.** William E. Morgan will have primary responsibility for representation of the City. He may, however, utilize other attorneys and legal assistants in the office in the best exercise of his professional judgment. Attorneys who will most frequently be involved in service to the City are Attorney Lawrence E. Bechler, Attorney Matthew J. Fleming, and Attorney Adam Meyers.

4. **Compensation of Attorney.**

(a) **General Municipal Legal Services.** The City shall pay an annual retainer payable in twelve equal payments in the following sums: \$25,750.00 commencing April 1, 2020 thru March 31, 2021; \$26,150.00 commencing April 1, 2021 thru March 31, 2022; and \$26,500.00 commencing April 1, 2022 thru March 31, 2023. General Municipal Legal Services are those detailed in Attached **Appendix A**, which is incorporated by reference.

- (b) **Special Municipal Legal Services.** Special Municipal Legal Services are those detailed on attached **Appendix A**, which is incorporated by reference herein and shall be billed at the following rates:

\$175 / hour – 4/1/20 thru 3/31/21

\$180 / hour - 4/1/21 thru 3/31/22

\$185 / hour - 4/1/22 thru 3/31/23

No other Murphy Desmond attorney shall be billed at a rate higher than Mr. Morgan's rate without the express written consent of the City.

- (c) In addition to charges for legal services, the City shall reimburse Attorney for necessary expenses including such things as travel, lodging, meals, telephone calls and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying. All such costs shall be billed at cost. Time traveled is billed as time worked. Mileage for travel shall be billed at the Internal Revenue Service rate.
- (d) Murphy Desmond **will not charge** the City for the use of legal assistants or other normal secretarial work, internally generated photocopies, long distance charges, facsimiles, standard postage, or mileage to City meetings, except in unusual circumstances and with the consent of the City. Murphy Desmond does not charge for time spent at Continuing Legal Education seminars or other similar trainings, unless specifically required to attend such trainings by its client. We will charge the City for actual overnight or other courier expenses or *externally* generated photocopy expenses incurred, if any.
- (e) Attorney shall provide City with periodic billing statements, ordinarily on a monthly basis, and City agrees to pay any balance due on such statements within thirty (30) days of receipt. The parties acknowledge that there are sometimes delays in the accrual of costs incurred. In such cases, costs may be included in a subsequent bill.

5. **Other Legal Counsel.** The City shall have the right to retain other special counsel in matters in which the Attorney is unwilling or unable to render services requested ethically or economically, or when the City determines an attorney with special expertise is needed. The determination as to when special counsel is needed shall be at the sole discretion of the City Council. The City shall notify the Attorney prior to retaining any other special counsel.

6. **Designated Contact.** The City Administrator, under the supervision of the City Common Council, shall be the City's primary contact with the Attorney. The City Administrator shall provide written consent before Attorney opens any new matters compensable under Section 4(b) hereof.

7. **Modification of Agreement.** Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if in writing and signed by authorized representatives of each party.

8. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the express prior written consent of the other party.

9. **Termination.** The term of this Agreement expires on March 31, 2023. Notwithstanding the above, the City may terminate this Agreement with at least 60 days' notice of its intent to terminate this Agreement. Upon expiration of this Agreement, the parties agree to negotiate in good faith regarding the terms of any further extensions of this Agreement.

10. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Wisconsin.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

CITY OF EDGERTON

By: _____
Christopher Lund, Mayor

Attest: _____
Ramona Flanigan, Administrator

MURPHY DESMOND S.C.

By: _____
William E. Morgan
33 E. Main Street, Suite 500
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

APPENDIX A

Scope of General Legal Services Covered Under Retainer Agreement

For the purposes of this Retainer Fee Agreement “General Municipal Legal Services” shall include and consist of all legal work provided by Murphy Desmond to the City, except for the Special Legal Services set forth below.

General Municipal Legal Services

- Attendance at regularly-scheduled City Council and Zoning Board meetings.
- All communication with the Mayor, Administrator, Alderpersons, and Department heads concerning City business which is not specifically excluded from the retainer agreement.
- Draft or review contracts or other legal instruments as may be required by City officials.
- Review of ordinances and resolutions drafted by City staff, City officials or other third parties.
- Updates as needed regarding changing laws and other legal matters that may affect the interests of the City.
- Guidance regarding parliamentary rules of procedure, open meetings, open records, agendas, and similar procedural matters.

The “Special Legal Services” not covered under the retainer fee Agreement include the following services:

- Drafting of ordinances and resolutions.
- Preparation for trials.
- Attendance at trials of criminal or civil matters in which the City is either a plaintiff or defendant, other than as the municipal prosecutor for the City of Edgerton.
- Labor negotiations.

- Drafting of legal opinions requested by City elected officials and staff.
- Real estate sales, acquisitions, and the drafting of related documents.
- Enforcement proceedings under City code, including building inspection and zoning enforcements.
- Attendance at special Council meetings or other Committee meetings when requested.
- Specific projects, including services for City utilities, City tax incremental districts, special assessment projects, and land development projects (including subdivisions, condominium developments, and planned unit development projects, development and pre-annexation agreements.)
- The issuance of municipal bonds and industrial development revenue bonds and acting as bond counsel.