

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

Monday, July 19, 2021 at 6:30 p.m.

REMOTE PARTICIPATION: To participate or view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, July 16, 2021.
3. Consider approval of minutes from the July 6, 2021 Finance meeting.
4. Consider approval of bills and payroll vouchers.
5. Consider licenses applications.
6. Consider amendment to the Edgerton Home Revival manual.
7. Consider addendum with Cedar Corp/USDA contract for the construction engineering for S. Main St. project.
8. Consider bids for Hwy 51 and Hwy 59 pavement marking.
9. Consider bids for downtown cross walk project.
10. Consider development agreement for Bristle Pines condominiums.
11. Consider development agreement for One Tree condominiums.
12. Consider development agreement for One Tree subdivision.
13. Consider the purchase of 210 W Fulton St.
14. Consider appropriating TIF 6 funds for the purchase of 210 W Fulton St.
15. Finance Director's report.
16. 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.

**JULY 6, 2021 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:30 p.m.

Present: Candy Davis and Tim Shaw.

Absent: Sarah Braun.

Others Present: City Administrator Ramona Flanigan, Clerk/Treasurer Cindy Hegglund, Municipal Services Director Howard Moser, Police Chief Robert Kowalski, Aquatics Director Anne Gohlke, and a few citizens.

Clerk/Treasurer Cindy Hegglund confirmed the meeting agendas were properly posted on Friday, July 2, 2021 at the Post Office, Edgerton Library, City's website and City Hall.

MINUTES: A Tim Shaw/Candy Davis motion to approve the minutes from the June 21, 2021 Finance meeting passed on a 2/0 roll call vote.

BILLS AND PAYROLL: A Candy Davis/Tim Shaw motion to approve the bills and payroll in the amount of \$195,293.45 passed on a 2/0 roll call vote.

LICENSES: Candy Davis stated as noted in the background check, Mikayla Hinz has outstanding fees owed to the Edgerton Municipal Court. Mikayla Hinz stated she is not aware she still owes anything. It was supposed to be paid on June 15th.

A Candy Davis/Tim Shaw motion to approve an Operator's license for Mikayla Hinz contingent upon paying the outstanding amount of \$144 due to the City passed on a 2/0 roll call vote.

Clerk/Treasurer Cindy Hegglund stated Ms. Hinz needs to provide proof of payment such as a receipt before the license will be issued.

Candy Davis stated she is recommending to deny the Operator License for Christopher Burdick because he has an OWI conviction within the last 12 months. Hegglund noted he would be eligible to reapply 1 year after the conviction date.

A Candy Davis/Tim Shaw motion to deny an Operator's license for Christopher Burdick passed on a 2/0 roll call vote.

SLEEP IN HEAVENLY PEACE EVENT PACKET: The Sleep in Heavenly Peace organization would like to hold a bed build on the pickleball courts in Central Park. The event will be at the same time as the Farmer's Market so the organization was asked to coordinate with the Farmer's Market organization for space.

A Tim Shaw/Candy Davis motion to approve the event packet for the Sleep in Heavenly Peace build and waive all fees passed on a 2/0 roll call vote.

TOBACCO DAYS CAR & TRUCK SHOW EVENT PACKET: Candy Davis asked if there is any need for police security at the event. Chief Kowalski stated no, they are not serving alcohol at the event and being Tobacco Heritage Day, additional patrol officers are scheduled.

A Tim Shaw/Candy Davis motion to approve an event packet for the Tobacco Days Car and Truck Show and waive all fees passed on a 2/0 roll call vote.

TOBACCO HERITAGE DAYS EVENT PACKET: Jamie Brown was present representing the Tobacco Heritage Days organization. She has met with both the Municipal Services Director and Police Chief ahead of time to work through the event program and City services needed.

Jamie Brown asked about the cleaning and stocking of the restrooms by the Racetrack Park ball diamonds. Aquatic Director Anne Gohlke stated her staff will restock the restrooms if someone lets them know it is needed. They do not clean the restrooms throughout the day. The Public Works staff does come each morning and clean during the event. Jamie Brown and Anne Gohlke will work out the needed details.

Candy Davis stated she wants to make it clear that the event organizers are allowed to have animals for the petting zoo in the park during the event. It does not allow the general public to bring their pets into the park unless it is a service animal with the appropriate certifications. If there are questions or issues, the event organizers should let the police officers handle any violators.

Candy Davis stated in the past, Tobacco Heritage Days Committee paid for ½ of the police overtime for time spent at the park where alcohol is served. Jamie Brown stated she is fine with this cost.

A Candy Davis/Tim Shaw motion to approve an event packet for the Edgerton Tobacco Heritage Days, extend the park hours until midnight on Friday and Saturday, allow a petting zoo, and waive all fees except for ½ of the overtime for officers at the park on Friday and Saturday evenings passed on a 2/0 roll call vote.

TOBACCO HERITAGE DAYS TEMP CLASS “B” LIQUOR LICENSE: A Candy Davis/Tim Shaw motion to approve a Temporary Class “B” liquor license to the Edgerton Tobacco Heritage Days for July 16th, 17th, & 18th passed on a 2/0 roll call vote.

REPLACEMENT SLIDE FOR WINSTON PARK: A Candy Davis/Tim Shaw motion to approve the quote from Lee Recreation for a replacement slide at Winston Park in the amount of \$3,350 passed on a 2/0 roll call vote.

DECLARE AIR COMPRESSOR AS SURPLUS: A Candy Davis/Tim Shaw motion to declare the air compressor as surplus passed on a 2/0 roll call vote.

FAÇADE GRANT FOR 115 HENRY ST: A Candy Davis/Tim Shaw motion to approve a Façade Grant to 115 Henry St in the amount of \$7,867 for bronze vinyl window replacement passed on a 2/0 roll call vote.

SMALL ED LOAN FOR 115 HENRY ST: A Candy Davis/Tim Shaw motion to approve a Small ED Loan for 115 Henry St in the amount of \$3,188 for the replacement of the HVAC system passed on a 2/0 roll call vote.

RAILING AT POOL: Aquatic Director Anne Gohlke stated there is a cement ramp from the lower pool to the upper pool that does not have a hand railing. There have been more elderly people using the pool and someone has requested a railing be installed for safety. Gohlke agreed it is needed.

There were two quotes provided: one for a painted steel railing and the other for a stainless steel railing. Both the Aquatics Director and Municipal Services Director recommend the stainless steel because it has low upkeep for something that is subject to year-round outdoor elements.

A Tim Shaw/Candy Davis motion to approve the purchase of a railing along the ramp between the pools made of stainless steel in the amount of \$4,606 which includes all materials and installation passed on a 2/0 roll call vote.

Being no other business before the Committee, a Tim Shaw/Candy Davis motion to adjourn passed, all voted in favor.

Cindy Hegglund
City Clerk-Treasurer

Adopted July 19, 2021

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input Date = 07/16/2021

Invoice.Batch = "CC","CK","ACH","KA","KACK","KACC","KACH"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	152.18	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	3,349.94	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	58.87	.00		
Total 10013100:					3,560.99	.00		
10021520								
789 ch	WI RETIREMENT SYSTEM	10021520	JUNE 2021 RETIREMENT	07/16/2021	21,294.75	.00		
Total 10021520:					21,294.75	.00		
10021532								
13 ch	AFLAC	103350	AFLAC MONTHLY PREMIUM	07/16/2021	167.63	.00		
13 ch	AFLAC	478829	AFLAC MONTHLY PREMIUM	07/16/2021	167.63	.00		
Total 10021532:					335.26	.00		
10021560								
2816 c	THE LIFEGUARD STORE INC	000712415	LIFEGUARD CLOTHING	07/16/2021	197.20	.00		
Total 10021560:					197.20	.00		
10023100								
18 ch	TOWN OF ALBION	JUNE 2021	FINEC COLLECTED MINUS \$5 PER CITATION	07/16/2021	45.00	.00		
186 ch	DANE CO TREASURER	JUNE 2021	JAIL ASSESSMENTS	07/16/2021	10.00	.00		
281 ch	TOWN OF FULTON	JUNE 2021	FINES COLLECTED-MINUS \$5 PER CITATION	07/16/2021	560.00	.00		
604 ch	ROCK CO TREASURER	JUNE 21	JAIL ASSESSMENTS	07/16/2021	226.34	.00		
819 ch	STATE OF WI COURT FINES	JUNE 2021	COST-ASSESSMENTS-SURCHARGES COLL	07/16/2021	751.14	.00		
Total 10023100:					1,592.48	.00		
10023160								
4070 c	LANHAN, SARAH	JULY 2021	RACETRACK PARK SHELTER DEPOSIT REF	07/16/2021	110.00	.00		
5196 c	ROSENBAUM, ROBERT	MAY 2021A	RACETRACK PARK SHELTER- DEPOSIT REF	07/16/2021	110.00	.00		
5272 c	BUSKAGER, TONYA	JULY 2021	REFUND RACETRACK PARK SHELTER DEP	07/16/2021	110.00	.00		
5273 c	BERENTSEN, AMANDA	JULY 2021	RACETRACK PARK SHELTER RENTAL DEPO	07/16/2021	100.00	.00		
Total 10023160:					430.00	.00		
10024213								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	49.88	.00		
Total 10024213:					49.88	.00		
10046213								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	.31	.00		
Total 10046213:					.31	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10046710								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	24.71	.00		
Total 10046710:					24.71	.00		
10046734								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	913.17	.00		
5271 c	GREGOR, PAUL	JULY 10 2021	REFUND ON POOL RENTAL	07/16/2021	225.00	.00		
Total 10046734:					1,138.17	.00		
10046742								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	106.08	.00		
Total 10046742:					106.08	.00		
10046743								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	823.10	.00		
Total 10046743:					823.10	.00		
10046745								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	177.56	.00		
Total 10046745:					177.56	.00		
10046746								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	391.37	.00		
Total 10046746:					391.37	.00		
10046748								
2631 c	WI DEPT OF REVENUE	JUNE 2021	SALES AND USE TAX	07/16/2021	369.19	.00		
Total 10046748:					369.19	.00		
10051200210								
412 ch	IRMEN, LORI	JULY 2021	CLERK OF COURT	07/16/2021	712.16	.00		
Total 10051200210:					712.16	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	58.88	.00		
Total 10051410153:					58.88	.00		
10051410154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	752.91	.00		
Total 10051410154:					752.91	.00		
10051410155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	22.23	.00		
Total 10051410155:					22.23	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	105.97	.00		
Total 10051430153:					105.97	.00		
10051430154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	1,442.00	.00		
Total 10051430154:					1,442.00	.00		
10051430155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	37.04	.00		
Total 10051430155:					37.04	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	11.77	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	41.21	.00		
Total 10051510153:					52.98	.00		
10051510154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	160.22	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	560.78	.00		
Total 10051510154:					721.00	.00		
10051510155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	2.65	.00		
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	.94	.00		
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	1.97	.00		
Total 10051510155:					5.56	.00		
10051510214								
980 ch	CIVIC SYSTEMS	CVC20728	SEMI-ANNUAL SOFTWARE SUPPORT FEES	07/16/2021	1,259.20	.00		
Total 10051510214:					1,259.20	.00		
10051520240								
980 ch	CIVIC SYSTEMS	CVC20728	SEMI-ANNUAL SOFTWARE SUPPORT FEES	07/16/2021	1,259.20	.00		
Total 10051520240:					1,259.20	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	27189	CLEANING THROUGH 7/2/21-CITY HALL	07/16/2021	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	27205	CLEANING THROUGH 7/9/21-CITY HALL	07/16/2021	70.00	.00		
Total 10051600210:					140.00	.00		
10051600221								
21 ch	ALLIANT ENERGY	JUNE 21 4702	JUNE 21 470202 ELECTRIC CHARGES	07/16/2021	23.10	.00		
Total 10051600221:					23.10	.00		
10051600222								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	267.34	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10051600222:					267.34	.00		
10051600223								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	90.66	.00		
Total 10051600223:					90.66	.00		
10051600225								
311 ch	FRONTIER COMMUNICATIONS	JUNE 2021	608-884-3341 TELEPHONE CHARGES	07/16/2021	188.67-	.00		
3534 c	CHARTER COMMUNICATIONS	001590707012	CITY HALL INTERNET	07/16/2021	45.00	.00		
5214 c	GRANITE TELECOMMUNICATIO	523003544-FIN	608-884-3341 CITY HALL	07/16/2021	237.10	237.10	07/12/2021	
5214 c	GRANITE TELECOMMUNICATIO	525810300	608-884-3341 CITY HALL	07/16/2021	130.31	.00		
Total 10051600225:					223.74	237.10		
10051600340								
934 ch	STAPLES CREDIT PLAN	7333387520	COPY PAPER	07/16/2021	22.15	.00		
Total 10051600340:					22.15	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	117.74	.00		
Total 10052100153:					117.74	.00		
10052100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	1,505.82	.00		
Total 10052100154:					1,505.82	.00		
10052100155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	51.74	.00		
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	4.61	.00		
Total 10052100155:					56.35	.00		
10052100210								
3883 c	ABSOLUTE MOBILE TESTING L	121-147	PRE-EMPLOYMENT TESTING - POLICE	07/16/2021	155.00	.00		
Total 10052100210:					155.00	.00		
10052100240								
433 ch	AVAYA INC	38032566	PHONE MAINTENANCE- POLICE DEPARTME	07/16/2021	153.35	.00		
Total 10052100240:					153.35	.00		
10052100340								
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	7.30	.00		
4971 c	NATIONAL NIGHT OUT	11237	NATIONAL NIGHT OUT PROMOTIONAL ITEM	07/16/2021	242.65	.00		
Total 10052100340:					249.95	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	1,020.44	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10052120153:					1,020.44	.00		
10052120154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	12,054.79	.00		
Total 10052120154:					12,054.79	.00		
10052120155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	98.69	.00		
Total 10052120155:					98.69	.00		
10052120380								
536 ch	OREN'S AUTO BODY & CARWA	35512	AIM HEADLIGHTS- SQUAD	07/16/2021	30.00	.00		
3404 c	BURNS FULL SERVICE LLC	150082	TIRES MOUNT & BALANCED SQUAD 85	07/16/2021	59.00	.00		
3404 c	BURNS FULL SERVICE LLC	150098	FIX TIRE-SQUAD 86	07/16/2021	18.00	.00		
Total 10052120380:					107.00	.00		
10052120385								
923 ch	KWIK TRIP	JUNE 2021	JUNE 2021 FUEL CHARGES - POLICE DEPT	07/16/2021	1,868.98	.00		
Total 10052120385:					1,868.98	.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	27189	CLEANING THROUGH 6/28/21-POLICE STATI	07/16/2021	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	27205	CLEANING THROUGH 7/10/21-POLICE STATI	07/16/2021	119.00	.00		
Total 10052150210:					238.00	.00		
10052150222								
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	166.09	.00		
Total 10052150222:					166.09	.00		
10052150223								
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	15.88	.00		
Total 10052150223:					15.88	.00		
10052150225								
3534 c	CHARTER COMMUNICATIONS	001590707012	POLICE DEPT INTERNET/PHONE CHARGES	07/16/2021	282.30	.00		
Total 10052150225:					282.30	.00		
10052400210								
2584 c	GENERAL ENGINEERING COMP	JUNE 2021	JUNE 2021 BUILDING PERMITS	07/16/2021	2,023.00	.00		
Total 10052400210:					2,023.00	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	117.74	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	76.53	.00		
Total 10053100153:					194.27	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	1,602.22	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	1,041.44	.00		
Total 10053100154:					2,643.66	.00		
10053100155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	11.81	.00		
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	3.65	.00		
Total 10053100155:					15.46	.00		
10053110210								
3690 c	CEDAR CORPORATION	107875	US HWY 51 CONVERSION	07/16/2021	112.50	.00		
Total 10053110210:					112.50	.00		
10053110212								
3690 c	CEDAR CORPORATION	107881	WEST MEADOWS DEVELOPMENT	07/16/2021	1,060.00	.00		
3690 c	CEDAR CORPORATION	107882	VULCAN DEVELOPMENT	07/16/2021	1,170.00	.00		
Total 10053110212:					2,230.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	235.52	.00		
Total 10053230153:					235.52	.00		
10053230154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	3,528.39	.00		
Total 10053230154:					3,528.39	.00		
10053230155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	52.31	.00		
Total 10053230155:					52.31	.00		
10053230221								
21 ch	ALLIANT ENERGY	JUNE 21 1293	JUNE 21 129372 ELECTRIC CHARGES	07/16/2021	239.83	.00		
21 ch	ALLIANT ENERGY	JUNE 21 3700	JUNE 21 370054 ELECTRIC CHARGES	07/16/2021	58.70	.00		
Total 10053230221:					298.53	.00		
10053230222								
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	60.54	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	562.27	.00		
Total 10053230222:					622.81	.00		
10053230223								
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	27.45	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	161.63	.00		
Total 10053230223:					189.08	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053230224								
21 ch	ALLIANT ENERGY	JUNE 21 1293	JUNE 21 129372 GAS CHARGES	07/16/2021	79.87	.00		
21 ch	ALLIANT ENERGY	JUNE 21 3700	JUNE 21 370054 GAS CHARGES	07/16/2021	7.83	.00		
Total 10053230224:					87.70	.00		
10053230225								
311 ch	FRONTIER COMMUNICATIONS	JULY 2021	608-884-4037 TELEPHONE CHARGES	07/16/2021	74.41	.00		
311 ch	FRONTIER COMMUNICATIONS	JULY 2021	608-884-3809 TELEPHONE CHARGES	07/16/2021	37.10	.00		
311 ch	FRONTIER COMMUNICATIONS	JUNE 2021	608-884-3341 TELEPHONE CHARGES	07/16/2021	188.66	.00		
311 ch	FRONTIER COMMUNICATIONS	JUNE 2021	608-884-3341 TELEPHONE CHARGES	07/16/2021	76.83	.00		
311 ch	FRONTIER COMMUNICATIONS	JUNE 2021	608-884-3341 TELEPHONE CHARGES	07/16/2021	38.48	.00		
3534 c	CHARTER COMMUNICATIONS	000011507012	DPW GARAGE INTERNET	07/16/2021	32.49	.00		
4659 c	CENTURYLINK	234304970	JULY LONG DISTANCE CHARGES	07/16/2021	.25	.00		
4659 c	CENTURYLINK	234304970	JULY LONG DISTANCE CHARGES	07/16/2021	.25	.00		
5214 c	GRANITE TELECOMMUNICATIO	523003544-FIN	608-884-3341 CITY HALL	07/16/2021	237.10	237.10	07/12/2021	
5214 c	GRANITE TELECOMMUNICATIO	525810300	608-884-3341 CITY HALL	07/16/2021	130.31	.00		
Total 10053230225:					438.56	237.10		
10053230340								
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	8.99	.00		
Total 10053230340:					8.99	.00		
10053240340								
488 ch	MILLER-BRADFORD & RISBER	W08965	BRAKE HOSE-FRONT END LOADER	07/16/2021	480.79	.00		
Total 10053240340:					480.79	.00		
10053310340								
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	43.98	.00		
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	23.96	.00		
2027 c	KB SHARPENING SERVICE INC	113362	STUMP CUTTERS-SHARPENING	07/16/2021	72.00	.00		
Total 10053310340:					139.94	.00		
10053310390								
3586 c	MCGUIRE'S LANDSCAPE & GA	1127	DIRT, STRAW	07/16/2021	621.50	.00		
3586 c	MCGUIRE'S LANDSCAPE & GA	1156	DIRT, STRAW	07/16/2021	1,565.00	.00		
Total 10053310390:					2,186.50	.00		
10053400221								
21 ch	ALLIANT ENERGY	JUNE 21 8620	JUNE 21 862065	07/16/2021	37.24	.00		
21 ch	ALLIANT ENERGY	JUNE 21 9309	JUNE 21 930961 ELECTRIC CHARGES	07/16/2021	9.90	.00		
Total 10053400221:					47.14	.00		
10053420221								
21 ch	ALLIANT ENERGY	JUNE 21 1067	JUNE 21 106703 ELECTRIC CHARGES	07/16/2021	7.29	.00		
21 ch	ALLIANT ENERGY	JUNE 21 1925	JUNE 21 192591 ELECTRIC CHARGES	07/16/2021	5.96	.00		
21 ch	ALLIANT ENERGY	JUNE 21 2099	JUNE 21 209901	07/16/2021	24.41	.00		
21 ch	ALLIANT ENERGY	JUNE 21 2788	JUNE 21 278834	07/16/2021	2.29	.00		
21 ch	ALLIANT ENERGY	JUNE 21 4408	JUNE 21 44088 ELECTRIC CHARGES	07/16/2021	11.10	.00		
21 ch	ALLIANT ENERGY	JUNE 21 4702	JUNE 21 470202 ELECTRIC CHARGES	07/16/2021	79.04	.00		
21 ch	ALLIANT ENERGY	JUNE 21 5247	JUNE 21 524734 ELECTRIC CHARGES	07/16/2021	2.29	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
21 ch	ALLIANT ENERGY	JUNE 21 55521	JUNE 21 555211	07/16/2021	23.02	.00		
21 ch	ALLIANT ENERGY	JUNE 21 7604	JUNE 21 760421 ELECTRIC CHARGES	07/16/2021	26.23	.00		
21 ch	ALLIANT ENERGY	JUNE 21 9518	JUNE 21 9518562273 ELECTRIC CHARGES	07/16/2021	47.37	.00		
600 ch	ROCK ENERGY COOPERATIVE	JULY 2021 912	9124000 STREET LIGHT CHARGE	07/16/2021	10.40	.00		
600 ch	ROCK ENERGY COOPERATIVE	JULY 21 91037	91037001 STREET LIGHT CHARGE	07/16/2021	74.64	.00		
600 ch	ROCK ENERGY COOPERATIVE	JULY 21 91237	91237000 STREET LIGHT CHARGE	07/16/2021	10.40	.00		
600 ch	ROCK ENERGY COOPERATIVE	JULY 21 91238	91238000 STREET LIGHT CHARGE	07/16/2021	10.40	.00		
Total 10053420221:					334.84	.00		
10053450223								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	30.40	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	109.30	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	29.30	.00		
Total 10053450223:					169.00	.00		
10054910221								
21 ch	ALLIANT ENERGY	JUNE 21 1775	JUNE 21 177564 ELECTRIC CHARGES	07/16/2021	22.09	.00		
Total 10054910221:					22.09	.00		
10054910222								
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	67.36	.00		
Total 10054910222:					67.36	.00		
10054910223								
2190 c	CITY OF EDGERTON	2ND QTR 21 1	2ND QTR 2021 UTILITY BILL	07/16/2021	162.67	.00		
Total 10054910223:					162.67	.00		
10054910340								
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	184.84	.00		
Total 10054910340:					184.84	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	215.87	.00		
Total 10055110153:					215.87	.00		
10055110154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	2,141.53	.00		
Total 10055110154:					2,141.53	.00		
10055110155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	41.46	.00		
Total 10055110155:					41.46	.00		
10055110210								
596 ch	ROBINSON'S MARKETING DIV I	27097	CLEANING THROUGH 6/5/21-LIBRARY	07/16/2021	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	27111	CLEANING THROUGH 6/12/21-LIBRARY	07/16/2021	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	27129	CLEANING THROUGH 6/19/21-LIBRARY	07/16/2021	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	27153	CLEANING THROUGH 6/26/21-LIBRARY	07/16/2021	278.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
762 ch	WI DEPT OF ADMINISTRATION	505-00000594	TEACH SERVICES 1/1/2021-6/30/2021 EDGE	07/16/2021	600.00	.00		
Total 10055110210:					1,714.00	.00		
10055110221								
21 ch	ALLIANT ENERGY	MAY 21 82722	MAY 21 827226 ELECTRIC CHARGES	07/16/2021	1,214.73	.00		
Total 10055110221:					1,214.73	.00		
10055110222								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	223.35	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	178.00	.00		
Total 10055110222:					401.35	.00		
10055110223								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	42.61	.00		
Total 10055110223:					42.61	.00		
10055110224								
21 ch	ALLIANT ENERGY	MAY 21 82722	MAY 21 827226 GAS CHARGES	07/16/2021	195.90	.00		
Total 10055110224:					195.90	.00		
10055110225								
3534 c	CHARTER COMMUNICATIONS	005990506062	LIBRARY INTERNET/PHONE CHARGES	07/16/2021	302.73	.00		
Total 10055110225:					302.73	.00		
10055110310								
5070 c	TOSHIBA FINANCIAL SERVICES	29583329	COPIER - LIBRARY LEASE	07/16/2021	255.00	.00		
Total 10055110310:					255.00	.00		
10055110311								
230 ch	EDGERTON POSTMASTER	024397	POSTAGE - LIBRARY	07/16/2021	3.28	.00		
Total 10055110311:					3.28	.00		
10055110320								
4997 c	MAILCHIMP	MC10569721	ESSENTIALS PLAN-LIBRARY	07/16/2021	52.99	.00		
4997 c	MAILCHIMP	MC10678765	ESSENTIALS PLAN-LIBRARY	07/16/2021	52.99	.00		
Total 10055110320:					105.98	.00		
10055110321								
70 ch	BAKER & TAYLOR INC	0003235623	BOOKS - CREDIT	07/16/2021	61.70-	.00		
70 ch	BAKER & TAYLOR INC	2035976644	BOOKS	07/16/2021	420.97	.00		
70 ch	BAKER & TAYLOR INC	2035992376	BOOKS	07/16/2021	171.59	.00		
70 ch	BAKER & TAYLOR INC	2036006320	BOOKS	07/16/2021	354.71	.00		
70 ch	BAKER & TAYLOR INC	2036007896	BOOKS	07/16/2021	206.18	.00		
70 ch	BAKER & TAYLOR INC	2036028833	BOOKS	07/16/2021	465.81	.00		
70 ch	BAKER & TAYLOR INC	2036043558	BOOKS-READ AFRICA GRANT	07/16/2021	154.62	.00		
70 ch	BAKER & TAYLOR INC	2036056795	BOOKS	07/16/2021	190.21	.00		
2710 c	SOUTHERN WISCONSIN NEWS	2200375	PAPERBACK BOOK	07/16/2021	89.05	.00		
2710 c	SOUTHERN WISCONSIN NEWS	2203374	PAPERBACK BOOKS	07/16/2021	109.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
2710 c	SOUTHERN WISCONSIN NEWS	2203374A	CREDIT BOOK	07/16/2021	18.85-	.00		
Total 10055110321:					2,081.79	.00		
10055110324								
70 ch	BAKER & TAYLOR INC	2035992376	AUDIO VISUAL	07/16/2021	24.75	.00		
2433 c	AMAZON.COM LLC	05282021	JEWELRY MAKING BEADS, DVDS	07/16/2021	23.91	.00		
2504 c	MIDWEST TAPE LLC	500520800	WIDESCREEN DVD	07/16/2021	26.24	.00		
2504 c	MIDWEST TAPE LLC	500539213	BLURAY DVD	07/16/2021	119.96	.00		
2504 c	MIDWEST TAPE LLC	500539215	WIDESCREEN DVD	07/16/2021	13.49	.00		
2504 c	MIDWEST TAPE LLC	500539216	WIDESCREEN DVD	07/16/2021	37.48	.00		
2504 c	MIDWEST TAPE LLC	500576160	WIDESCREEN DVD	07/16/2021	15.72	.00		
2504 c	MIDWEST TAPE LLC	500576162	WIDESCREEN DVD	07/16/2021	20.24	.00		
2504 c	MIDWEST TAPE LLC	500606604	WIDESCREEN DVD	07/16/2021	5.24	.00		
2504 c	MIDWEST TAPE LLC	500606605	BLURAY DVD	07/16/2021	26.99	.00		
2504 c	MIDWEST TAPE LLC	500630205	BLURAY DVD	07/16/2021	29.99	.00		
2504 c	MIDWEST TAPE LLC	500630207	WIDESCREEN DVD	07/16/2021	5.24	.00		
3973 c	FINDAWAY WORLD	354047	PLAYAWAY	07/16/2021	307.45	.00		
Total 10055110324:					656.70	.00		
10055110340								
195 ch	DEMCO INC	6965425	BOOK TAPE	07/16/2021	94.04	.00		
575 ch	QUILL CORPORATION	17338170	OFFICE SUPPLIES - LIBRARY	07/16/2021	201.32	.00		
596 ch	ROBINSON'S MARKETING DIV I	27131	TRASH LINERS-LIBRARY	07/16/2021	55.00	.00		
2433 c	AMAZON.COM LLC	112-8561562-5	PAINT BY STICKER, TACKY GLUE	07/16/2021	28.54	.00		
Total 10055110340:					378.90	.00		
10055110390								
70 ch	BAKER & TAYLOR INC	2036006320	BOOKS-READ AFRICA GRANT	07/16/2021	202.33	.00		
70 ch	BAKER & TAYLOR INC	2036028833	BOOKS-READ AFRICA GRANT	07/16/2021	26.00	.00		
70 ch	BAKER & TAYLOR INC	2036043558	BOOKS-READ AFRICA GRANT	07/16/2021	105.79	.00		
70 ch	BAKER & TAYLOR INC	2036056795	BOOKS	07/16/2021	66.65	.00		
2433 c	AMAZON.COM LLC	05282021	JEWELRY MAKING BEADS, DVDS	07/16/2021	45.37	.00		
2433 c	AMAZON.COM LLC	111-3472709-0	BOOK-READ AFRICA GRANT	07/16/2021	7.57	.00		
2433 c	AMAZON.COM LLC	111-4048516-1	LULLABIES & NURSERY RHYMES-READ AFR	07/16/2021	30.84	.00		
2433 c	AMAZON.COM LLC	111-7359131-0	GLASS BEADS	07/16/2021	6.99	.00		
4249 c	WAL-MART	098547	SUMMER READING PROGRAM-PAPER PRO	07/16/2021	96.13	.00		
4775 c	K-LOG, INC	21-308845-1	MESH BACK TASK CHAIRS, DRAFTING STO	07/16/2021	2,802.54	.00		
5267 c	TABLE COVERS NOW	802564	TABLE COVER	07/16/2021	96.00	.00		
Total 10055110390:					3,486.21	.00		
10055142790								
2151 c	BROWN CAB SERVICE INC	1695A	MAY 2021 SHARED RIDE TAXI	07/16/2021	6,313.48	.00		
2151 c	BROWN CAB SERVICE INC	1822	JUNE 2021 SHARED RIDE TAXI	07/16/2021	7,079.05	.00		
Total 10055142790:					13,392.53	.00		
10055200221								
21 ch	ALLIANT ENERGY	JUNE 21 0693	JUNE 21 069305 ELECTRIC CHARGES	07/16/2021	641.53	.00		
21 ch	ALLIANT ENERGY	JUNE 21 0784	JUNE 21 078495 ELECTRIC CHARGES	07/16/2021	25.78	.00		
21 ch	ALLIANT ENERGY	JUNE 21 4134	JUNE 21 413465 ELECTRIC CHARGES	07/16/2021	25.32	.00		
21 ch	ALLIANT ENERGY	JUNE 21 5631	JUNE 21 563154 ELECTRIC CHARGES	07/16/2021	148.85	.00		
21 ch	ALLIANT ENERGY	JUNE 21 6465	JUNE 21 646535	07/16/2021	80.86	.00		
21 ch	ALLIANT ENERGY	JUNE 21 7937	JUNE 21 793712 ELECTRIC CHARGES	07/16/2021	18.99	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
21 ch	ALLIANT ENERGY	JUNE 21 9213	JUNE 21 9213591995 ELECTRIC	07/16/2021	20.62	.00		
Total 10055200221:					961.95	.00		
10055200222								
2190 c	CITY OF EDGERTON	2ND QTR 21 5	2ND QTR 2021 UTILITY BILL	07/16/2021	56.62	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	68.02	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	121.09	.00		
Total 10055200222:					245.73	.00		
10055200223								
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	188.83	.00		
Total 10055200223:					188.83	.00		
10055200340								
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	618.82	.00		
259 ch	FASTENAL COMPANY	WIJAN228710	PARK SWING-CHAIN	07/16/2021	139.85	.00		
1009 c	FARM & FLEET CO	6381	8 INCH PNEUMATIC-PARKS	07/16/2021	21.98	.00		
4638 c	WERNER ELECTRIC SUPPLY	S6512894.001	SCOREBOARD LIGHTS-RACETRACK	07/16/2021	85.70	.00		
5269 c	NAPA AUTO PARTS	349834	LIGHT BULB PLIERS	07/16/2021	13.70	.00		
Total 10055200340:					880.05	.00		
10055415222								
2190 c	CITY OF EDGERTON	2ND QTR 21 6	2ND QTR 2021 UTILITY BILL	07/16/2021	268.35	.00		
Total 10055415222:					268.35	.00		
10055415345								
153 ch	COCA-COLA DISTRIBUTION	2800213356	COCA-COLA PRODUCT-RTP CONCESSIONS	07/16/2021	819.34	819.34	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2800213469	SODA CONCESSIONS - RTP	07/16/2021	1,255.74	1,255.74	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2800213520	SODA CONCESSIONS - RTP	07/16/2021	282.39	282.39	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2800213614	SODA CONCESSIONS - RTP	07/16/2021	249.78	249.78	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2811206978	CONCESSIONS FOR RACETRACK PARK	07/16/2021	271.16	.00		
560 ch	PIGGLY WIGGLY STORE	MAY 2021	MAY 2021-RTP CONCESSIONS	07/16/2021	145.50	.00		
Total 10055415345:					3,023.91	2,607.25		
10055420221								
21 ch	ALLIANT ENERGY	JUNE 21 3549	JUNE 21 354961 ELECTRIC CHARGES	07/16/2021	2,553.31	.00		
Total 10055420221:					2,553.31	.00		
10055420222								
2190 c	CITY OF EDGERTON	2ND QTR 21 3	2ND QTR 2021 UTILITY BILL	07/16/2021	109.84	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 3	2ND QTR 2021 UTILITY BILL	07/16/2021	576.86	.00		
2190 c	CITY OF EDGERTON	2ND QTR 21 3	2ND QTR 2021 UTILITY BILL	07/16/2021	434.79	.00		
Total 10055420222:					1,121.49	.00		
10055420223								
2190 c	CITY OF EDGERTON	2ND QTR 21 3	2ND QTR 2021 UTILITY BILL	07/16/2021	140.27	.00		
Total 10055420223:					140.27	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055420224								
21 ch	ALLIANT ENERGY	JUNE 21 1242	JUNE 21 124223 GAS CHARGES	07/16/2021	52.24	.00		
21 ch	ALLIANT ENERGY	JUNE 21 3549	JUNE 21 354961 GAS CHARGES	07/16/2021	20.81	.00		
Total 10055420224:					73.05	.00		
10055420225								
311 ch	FRONTIER COMMUNICATIONS	JULY 2021	608-884-3232 TELEPHONE CHARGES	07/16/2021	33.46	.00		
311 ch	FRONTIER COMMUNICATIONS	JUNE 2021	608-884-3232 TELEPHONE CHARGES	07/16/2021	31.42	.00		
4659 c	CENTURYLINK	234304970	JULY LONG DISTANCE CHARGES	07/16/2021	.25	.00		
Total 10055420225:					65.13	.00		
10055420340								
35 ch	AMERICAN RED CROSS	22355931	LIFEGUARD REVIEW-9 STUDENTS	07/16/2021	342.00	.00		
194 ch	DEEGAN'S HARDWARE INC	JUNE 2021	JUNE 21 MUNI GARAGE CHARGES	07/16/2021	180.72	.00		
2816 c	THE LIFEGUARD STORE INC	1000059748	BATTERY PAGE CLOCK	07/16/2021	179.17	.00		
3752 c	FAMILY DOLLAR	069850	SHOWER CURTAINS - POOL	07/16/2021	30.00	.00		
3845 c	BANK OF EDGERTON	JULY 21	POOL COIN TOSS	07/16/2021	100.00	100.00	07/13/2021	
4946 c	PIEPER POWER	792923	RELOCATE CAMERAS & INSTALL RECEPAC	07/16/2021	615.20	.00		
5270 c	RESTAURANT SUPPLY, LLC	111270133RS	STACKING ADJUSTABLE RESIN CHAISE	07/16/2021	813.89	.00		
5274 c	KOSMICKI, ALYSSA	038975	WORK PERMIT RIEMBURSEMENT	07/16/2021	10.00	.00		
Total 10055420340:					2,270.98	100.00		
10055420345								
153 ch	COCA-COLA DISTRIBUTION	2800213518	SODA CONCESSIONS - POOL	07/16/2021	1,002.53	1,002.53	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2800213519	SODA CONCESSIONS - POOL	07/16/2021	426.02	426.02	07/09/2021	
153 ch	COCA-COLA DISTRIBUTION	2800213612	SODA CONCESSIONS - POOL	07/16/2021	429.76	429.76	07/09/2021	
170 ch	COUNTRY QUALITY DAIRY INC	293225	CONCESSION FOOD-POOL	07/16/2021	193.74	.00		
170 ch	COUNTRY QUALITY DAIRY INC	293259	CONCESSION FOOD-POOL	07/16/2021	93.80	.00		
Total 10055420345:					2,145.85	1,858.31		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	1615641A	JULY 2021 DENTAL INSURANCE	07/16/2021	35.32	.00		
Total 10056300153:					35.32	.00		
10056300154								
779 ch	WI DEPT OF EMPLOYEE TRUST	AUGUST 2021	AUGUST 21 HEALTH INS UTILITY	07/16/2021	451.75	.00		
Total 10056300154:					451.75	.00		
10056300155								
490 ch	SECURIAN FINANCIAL GROUP,	AUGUST 2021	AUGUST 2021 LIFE INSURANCE	07/16/2021	13.34	.00		
Total 10056300155:					13.34	.00		
20653630297								
5159 c	BADGERLAND DISPOSAL	0001729487	JULY GARBAGE/RECYCLING FEE	07/16/2021	18,823.85	.00		
Total 20653630297:					18,823.85	.00		
40057330820								
3690 c	CEDAR CORPORATION	107880	EAST FULTON RETAINING WALL	07/16/2021	877.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 40057330820:					877.50	.00		
40057332820								
3690 c	CEDAR CORPORATION	107876	SOUTH MAIN ST STP	07/16/2021	620.00	.00		
Total 40057332820:					620.00	.00		
40057334820								
3690 c	CEDAR CORPORATION	107878	ADMIN OF CDBG GRANT	07/16/2021	58.50	.00		
Total 40057334820:					58.50	.00		
40657344820								
3690 c	CEDAR CORPORATION	107879	WEST FULTON CROSSWALKS	07/16/2021	1,752.50	.00		
Total 40657344820:					1,752.50	.00		
40657630820								
723 ch	VANDEWALLE & ASSOCIATES I	202106003	PLANNING SERVICES-IKI/SWIFT ST	07/16/2021	511.25	.00		
Total 40657630820:					511.25	.00		
60380840340								
934 ch	STAPLES CREDIT PLAN	7333387520	COPY PAPER	07/16/2021	7.39	.00		
980 ch	CIVIC SYSTEMS	CVC20728	SEMI-ANNUAL SOFTWARE SUPPORT FEES	07/16/2021	1,259.20	.00		
4880 c	BAYSIDE PRINTING, LLC	138817A	2ND QTR 21 BILLING - NEWSLETTER INSER	07/16/2021	24.55	.00		
Total 60380840340:					1,291.14	.00		
Grand Totals:					137,258.12	5,039.76		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
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Grand Total General Fund Vouchers: \$137,258.12
Total Payroll Check Date 7/16/2021: \$85,641.61
GRAND TOTAL OF GENERAL FUND: \$222,899.73
Finance Committee Members Signatures of Approval:

TIMOTHY SHAW

CANDY DAVIS

SARAH BRAUN

Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
 - Invoice Detail.Input Date = 07/16/2021
 - Invoice.Batch = "CC","CK","ACH","KA","KACK","KACC","KACH"
-

Memo

To: Common Council
From: Staff
Date: 7/15/2021
Re: July 19, 2021 Meeting

Amendment to Edgerton Home Revival manual: To clarify the intent of the funding, staff suggests requests the Committee select from the following the following two options for the funding section of the EHR manual. The question is: do ineligible costs count as match to the loan/grant? The examples below describe the differences in the language.

Alternative 1: EHR funds can be used for eligible project costs only. Ineligible Project costs cannot be used as match. The first \$10,000 of all eligible Project costs shall be eligible for a 25% grant up to a maximum of a \$2,500 grant. If the eligible costs of an eligible a Project exceed \$10,000, the applicant may also apply for a loan equaling 50% of the eligible Project cost over \$10,000 up to a maximum loan of \$50,000.

Alternative 2: EHR funds can be used for eligible project costs only. Ineligible Project costs can be used as match. The first \$10,000 of all eligible Project costs shall be eligible for a 25% grant up to a maximum of a \$2,500 grant for eligible Project costs only. If the cost of an eligible the Project exceeds \$10,000, the applicant may also apply for a loan equaling 50% of the Project cost over \$10,000 up to a maximum loan of \$50,000 for eligible project costs only.

	Total Project Costs	Eligible Project Cost	Grant award
Example 1			
Alternative 1	\$9,000	\$4,000	\$1,000
Alternative 2	\$9,000	\$4,000	\$2,250
Example 2			
Alternative 1	\$9,000	\$2,000	\$500
Alternative 2	\$9,000	\$2,000	\$2,000

Cedar Contract Amendment for Construction Engineering for S Main. The City has a 3-way contract with Cedar and the USDA RD for the grant/loan the city received for the sewer portion of the S Main St project. The original contract did not include construction engineering. The proposed amendment includes construction engineering in the amount of \$129,728 (see relevant page of the contract).

Highway striping bids: The City received 3 bids for striping Fulton and Hwy 51. The low bid for \$90,737 from Sir Lines-A-Lot is significantly less that the engineer's estimate and the budgeted

amount of \$163,370. This project is funded by a borrowing. The Engineer's review will be provided at the meeting.

Crosswalk Reconstruction Bids: The City received 2 bids for the downtown crosswalk replacements. The low bid for \$126,937.50 from Johnson Brothers is very close to the Engineer's estimate but much higher than the budget of \$70,000 since the project had to be expanded by DOT regulations to include the replacement of many of the curb ramps. This project will be funded by a TIF district.

Re-Transfer Agreement One Tree Subdivision: The pond in the One Tree Subdivision is intended to be a temporary pond. The long-term goal is to construct a regional pond that would take the place of the temporary pond. The temporary pond will be deeded to the City. The Re-Transfer Agreement requires the City transfer the pond back to the developer if a regional pond is constructed so the developer could fill in the pond and create residential lots in the temporary pond area. The agreement has a 20-year sunset clause after which time the City has no obligation to transfer the pond to the developer.

Development Agreements The objective of the development agreement is to ensure the developers install all the required public improvements or that they provide a financial guarantee to ensure the installation of the improvements if the city grants final approval before the improvements are installed. Drafts of the agreements are in your packet.

Consider the funding for the purchase of 210 W Fulton Street: The City has reached an agreement regarding the purchase of 210 W Fulton Street. The Council should authorize the appropriation of funds from TIF #6 to allow for the anticipated closing and purchase of the property. TIF#6 is projected to have adequate increment to fund the purchase.

Cedar/USDARD/City contract Amendment

This is **EXHIBIT L**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 30, 2014.

RUS CERTIFICATION PAGE – (RUS Bulletin 1780-26 Exhibit C)

PROJECT NAME: South Main Street Improvements

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 (2014). In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJDCD Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$56,500
Resident Project Observation	\$129,728
Additional Services	\$0
TOTAL:	\$186,228

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF EDGERTON AND
NORTHWARD DEVELOPMENT, LLC**

THIS AGREEMENT is entered into by and between the City of Edgerton a municipal corporation of the State of Wisconsin located in Dane and Rock County, hereinafter called "City", and Northward Development LLC, hereinafter called the "Developer" (collectively, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of certain property located in the City of Edgerton, Rock County Wisconsin, being more particularly described as shown on attached Exhibit A ("Development Land"); and

WHEREAS, the City has previously approved the Planned Development General Development Plan and the Precise Implementation Plan of the Developer's Planned Development located in the Development Land known as "Bristle Pines Planned Development"; and

WHEREAS, Section 236.13 and Chapter 703 of the Wisconsin Statutes provides that as a condition of approval, the City may require that the Developer make and install any public improvements reasonably necessary, or in the alternative that the Developer be required to execute a surety bond or such other acceptable financial guarantee to ensure that those improvements will be made within a reasonable time; and

WHEREAS, that the City may further condition acceptance for dedication of public improvements upon the construction of such improvements according to City specifications and without cost to the City; and

WHEREAS, a Subdivision Control Ordinance Chapter 23 of the Municipal Code of the City of Edgerton regulates divisions of land within the City and provides that certification of the acceptance of the public improvements by the City Administrator shall be conditioned upon installation of all improvements required by the City, or in the alternative, the provision of sufficient sureties or other acceptable financial guarantee ensuring the installation of all improvements required; and

WHEREAS, this Agreement is entered into in fulfillment of the requirements of the Municipal Code of the City of Edgerton.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated into and made a part of this Agreement, and of the approval and adoption by the City of the Precise Implementation Plan (PIP) of Bristle Pines Planned Development prior to the completion and installation of all required improvements for the Development Land, the Parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 Generally. The Developer, entirely at its own expense, shall erect, design, and install as herein provided, the improvements required by the Municipal Code in accordance with the provisions of said Code to the satisfaction and approval of the City Engineer, the Public Works Director and the Utilities Director. Such work shall be completed within the time specified herein and in strict accordance with the instructions and information contained in this contract, the performance bond, and the plans and specifications.

The Developer may employ any general contractor or subcontractors for the construction of the Improvements contemplated herein. The contractors and subcontractors (collectively "Contractors") must however, be pre-qualified by the City in the sole reasonable judgement of the City Engineer. Prior to the commencement of any construction of the Improvements, the Developer shall provide to the City Engineer a list of all Contractors who will perform work upon the Improvements. No Contractor shall commence work upon any Improvement until written approval is given by the City Engineer.

1.02 The following are the improvements that have been required by the City Council for all the Development Lands as part of the final approval process for Bristle Pines Planned Development and to which this contract applies ("Improvements"):

(1) Survey Monuments. The Developer shall install survey monuments placed in accordance with Section 236.15, WI Stats.

(2) Grading and Surfacing of Private Streets. All Development streets shall be graded and surfaced in accordance with the approved plans and specifications and shall be located and be of the dimensions as depicted on the proposed Precise Implementation Plan, the approved plans and Appendix A. Grading shall include establishing of grades to within 6 inches of final grade for the sidewalks and terraces. The final layer of bituminous pavement shall not be installed until a minimum of six months have occurred since the initial layer of bituminous pavement was installed and shall be installed no later than November 1 of any year. Manholes shall be set to the final course elevations and temporarily ramped until the final layer of bituminous pavement is installed. All pavement shall be laid following proof rolling of subgrade at the direction and approval of the City Engineer. The final layer of bituminous pavement shall be installed no later than one year after the initial layer of bituminous pavement was installed. If Developer elects to postpone the installation of the final lift of bituminous pavement, the Developer must either place adequate funds in escrow with the City or provide a letter of credit in the amount of the cost of the final lift.

(3) Curb and Gutter. All Development streets shall have curb and gutter in accordance with the approved plans and shall be located and be of the dimensions as depicted on the proposed PIP and approved plans.

(4) Sidewalks. Sidewalks shall be the responsibility of the Developer and shall be constructed within the Development as required and approved by the City. Sidewalks shall be constructed and accepted prior to the issuance of an occupancy permit for the buildings

constructed along W Meadows Drive. A note shall appear on the face of the final plans stating that sidewalks must be constructed and accepted prior to the issuance of occupancy permit. If weather does not permit the construction of a sidewalk at the time occupancy is requested, the owner shall place money in escrow in an amount equal to the cost of the sidewalk. The escrow can be held by the City or by the Title Company if the City is granted authority by the Title Company to access the funds in escrow if the sidewalk is not installed. .

(5) Sanitary Sewerage Systems. The Developer shall design and submit to the City Engineer and Municipal Services Director for approval all proposed plans and specifications, including the laterals from the main to the lot line, for all sanitary sewerage system facilities, in accordance with the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct sanitary sewers to provide sanitary sewerage service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(6) Other Utilities. The Developer shall be responsible for and cause electrical power, and natural gas facilities to be installed in such manner as to make proper and adequate service available to each lot in the Development. Where practical, none of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the Development shall be approved by the City Engineer and in accordance with the approved plans.

(7) Street Signs. The City will provide and install all street signs at the Developer's expense.

(8) Street Lights. The Developer shall provide and install streetlights in accordance with the plans and specifications approved by the City. Streetlights shall be a type that Alliant Energy will maintain.

(9) Sediment Control. The Developer shall comply with the Municipal Code and the requirements of the Wisconsin Department of Natural Resources, the City Engineer, and the approved plans and specifications concerning sediment control during construction. Erosion control plans shall be required throughout the construction of improvements. After approval of the erosion control plans and specifications, and before any land surface disturbances are made in the Subdivision, Developer shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications and continue to maintain erosion control until proper ground cover has been established.

(10) Water Systems. The Developer shall design and submit to the City Engineer and Utility Director for approval all proposed plans and specifications, including the laterals from the main to the terrace, for all water system facilities, in accordance with the requirements of the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct the water systems to provide water service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(11) Storm Water Management. The Developer shall construct storm water drainage facilities, which include catch basins and inlets, storm sewers, road ditches, and open channels as shown on the approved plans. All such facilities shall be of proper size and grade to hydraulically accommodate maximum potential volumes of flow; type of facility required, the design criteria, and the size and grades are to be in accordance with the approved plans, specifications and Exhibit C. The storm drainage facilities shall be designed to prevent hazard to life or property. The Condominium Documents shall address the long term maintenance of the storm water improvements.

The Developer shall design and construct a storm water management system utilizing drainage swales, easements and detention areas all of which shall be designed and constructed to minimize removal of established tree growth. Landscaping within these areas that are disturbed shall be seeded within 7 days of final grading of topsoil to inhibit erosion.

(12) Street Trees. The Developer shall install adjacent landscaping, including street trees, as is required by the approved landscape plan prior to the issuance of each occupancy permit for the units along W. Meadows Drive.

ARTICLE II - CONSTRUCTION AND INSPECTION

2.01 Generally. The Developer, entirely at its own expense, shall construct and install all Improvements and provide all plans, specifications and other documents in accordance with the Municipal Code or as required by the City Engineer.

2.02 Preconstruction Meeting. Prior to the commencement of any work upon the Improvements (“Work”) within the Development Land, the Developer shall make arrangements with the City staff to hold a preconstruction meeting.

2.03 Inspection. The Developer, prior to any Work upon the Development Land, shall make arrangements with the City Engineer to provide for adequate inspection during construction. Said Engineer and/or his inspector shall inspect and approve all Work to assure that the approved plans, specifications and ordinances (or other regulations) of the City or other governmental authority are in compliance. City Engineer, his inspectors, representatives or agents must be present for all underground construction. The City Engineer shall approve all Work prior to release of the sureties.

(1) The City Engineer, his inspectors, representatives or agents shall, at all times, have unrestricted access to all Work and to other places where or in which the preparation of materials and other places where or in which the preparation of material and other integral parts of the work are being carried on and conducted.

(2) Developer shall provide all facilities and assistance reasonably requested or required to carry out the inspection by the City Engineer, his inspectors, representatives or agents.

Installer shall obtain a permit from the City Forester prior to planting the street trees along W Meadows Drive in accordance with Edgerton Code of Ordinances Section 32.07.

(3) Inspection of the Work by these authorities or their representatives shall, in no matter, be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute Developer as agent to the City.

(4) No material of any kind shall be used in the Work until it has been inspected and accepted by the City Engineer or his inspector. All rejected material shall be immediately removed from the premises. Any material or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of material shall be promptly made, and where practicable, at the source of supply.

(5) Whenever the specifications, the instructions of the City Engineer, or the laws, ordinances or regulations of any public authority require work to be specifically treated or approved, contractor shall give the City Engineer a minimum of 48-hour notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection.

2.04 Developer and contractor or person doing or contracting to do any of the Work shall keep himself fully informed of the national and state laws and municipal ordinances and regulations in any manner affecting the Work and shall, at all times, observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the City, its officers, agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

2.05 The Developer shall secure, at his own expense, all necessary certificates or permits from municipal or other public authorities, required in connection with the Work or any part thereof and shall give notices required by law, ordinance or regulation. He shall pay all fees and charges incident to be due for the lawful prosecution of the Work and any extra work performed by him.

2.06 Building and Occupancy Permits. No building permits shall be issued until the following conditions are met: the plans comply with all City Ordinances and the Uniform Dwelling Code; the crushed aggregate base course to final grade for the street (public or private) is installed allowing ingress and egress to the building; the City Engineer has approved the street improvements as being acceptable to allow ingress and egress to the building; the curb and gutter has been installed; the City Administrator has signed the PIP; the easements have been recorded, and all fees required under this Agreement or otherwise by City ordinances related to the development have been paid in full. The condominium documents shall be recorded before an occupancy permit is granted.

2.07 Required Plans. The Developer shall submit for approval to the City and the City Engineer all plans, profiles and specifications required by the Municipal Code. At least two (2) copies of the plans and specifications shall be filed with the City Clerk, together with two (2) sets

of plans and specifications to the City Engineer. Required plans for improvements shall include, but not be limited to the following:

- (1) Sanitary sewer plans;
- (2) Street profile plans;
- (3) Water main plans;
- (4) Drainage plans;
- (5) Grading plan;
- (6) Erosion control plans.

2.08 Record Documents. The Developer shall supply one full size print copy and 2, 11x17" print copies of all final plans to the City to include as-built information for all improvements in Bristle Pines Planned Development. Improvements will not be accepted until the City receives record drawings.

ARTICLE III - DEDICATION AND ACCEPTANCE

Subject to all of the other provisions of this Agreement and any exhibits attached hereto, the Developer hereby, without charge to the City, upon the completion of sanitary sewer extensions, water main and the required tests including water pressure test, mandrel test, television tape of the sewer and safe water sample, unconditionally gives, conveys and fully dedicates the same to the City free and clear of all encumbrances whatever, together with and including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, public streets, and public street lighting fixtures which may, in any way, be a part of or pertain to such Improvements, including any and all necessary easements for access to such Improvements. After acceptance by the City, the City shall have the right to connect or integrate other sewer and water facilities as the City determines, with no payments or other consideration, award to, or consent required of the Developer it's successors or assigns.

Developer shall cause all Developer-owned property (including unsold lots, parkland and walkways) in the subdivision to be mowed at least two times per year as regulated in Section 17.03 of the City of Edgerton Municipal Code. The City Inspector may require additional mowing if the City Inspector determines that a health, safety or sanitary hazard exists. If mowing is not completed within a reasonable time, the City will perform the work and bill it to the Developer. The Developer's obligation with respect to mowing and maintenance of parkland, walkways and other areas to be dedicated to the City shall terminate upon completion and acceptance of both the dedicated areas and the Improvements required by this agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 Generally. The Developer shall pay an amount equal to the actual cost incurred by the City for work related to the review of the development, and of the for all expenses, costs and disbursements including inspection costs, engineering fees, legal fees, technical fees, and administrative costs necessary to assure that the construction of the required improvements for the development are in compliance with the plans, specifications and ordinances of the City. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid

within 30 days after being billed therefore. Interest of one-and-one-half percent (1 1/2%) per month shall be charged on invoices not paid within thirty days of billing.

4.02 Parkland Dedication Fee. The Developer shall pay to the City a Park Land Impact Fee of \$338.72 / residential unit at the time a building permit is issued for the structures constructed in the development.

4.03 Park Improvement Impact Fee. The Developer shall pay to the City a Park Improvement Impact Fee of \$552.19 / residential unit at the time a building permit is issued for the structures constructed in the development.

4.04 Street Sign Fee. The Developer shall pay to the City Treasurer the cost of purchasing and installing all street signs, culvert posts, and guardrails.

4.05 Plat Fee. The Developer shall pay a \$10/unit fee.

4.06 Escrow for Fees and Costs. Further the Developer shall deposit with the City Treasurer, in escrow, the sum of \$5,000 to ensure the payment of all fees and costs. In the event that the amount deposited with the City Treasurer falls below 25% of the amount required to be deposited, the City shall have the option of requiring the Developer to replenish the escrow to the original amount required hereunder. The escrow amount shall not draw interest for the benefit of the Developer. The City Treasurer shall provide an invoice for fees and cost incurred which the Developer shall pay within 30 days of the invoice date. The City Treasurer, with the approval of the City Council, shall have the right to draw upon the escrow to reimburse the City for fees that are in arrears. In the event the Developer defaults in establishing or replenishing the escrow, the City shall not be required to act further upon the Developer's request.

ARTICLE V - SPECIAL PROVISIONS

5.01 Sewer Connections. In accordance with the rules and regulations of the City, the Developer has been authorized to make sewer connections for all potential dwelling units in this Development, subject to the provisions of this Agreement. The Developer shall provide a recorded copy of all easements needed to provide sanitary sewer service.

5.02 Wetland and Floodplain Conditions. It shall be an explicit condition that the Developer shall comply with application regulations and shall obtain necessary approvals, if any, in writing from the appropriate agencies relative to wetlands and floodplain areas that may be on the subject site. Approval of the subject site plan by the City Plan Commission shall not be construed to be City approval of intrusions into wetland or floodplain areas, or City approval of filling or modifications to wetlands or floodplain areas.

5.03 Water Connections. In accordance with the rules and regulations of the City and the public service commission, the Developer has been authorized to make water connections for all potential dwelling units in this development, subject to the provisions of this Agreement.

5.04 Condominium Association: Common areas or facilities within a land division or condominium shall be held in common ownership as undivided proportionate interests by the members of a homeowners or condominium association. The homeowners or condominium association shall be governed according to the following:

(1) The Developer shall provide the City with a description of the homeowners or condominium association, including its bylaws, and all documents governing maintenance requirements and use restrictions for common areas and facilities.

(2) The Association shall be established by the Developer and shall be operating prior to the closing of any unit in the development.

(3) Membership in the Association shall be mandatory for all purchasers of lots or units therein and their successors and assigns.

(4) The Association shall be responsible for maintenance and insurance of common areas and facilities.

(5) A Best Practices Stormwater Maintenance Agreement for the stormwater control basins shall be included in the submittal of association documents.

(6) The Association shall have or hire adequate staff to administer, maintain, and operate common areas and facilities.

(7) In the Event that the association established to own and maintain common areas and facilities, or any successor organization thereto, fails to properly maintain all or any portion of the aforesaid common areas or facilities, the City may serve written notice upon such Association setting forth the manner in which the association has failed to maintain the aforesaid common areas and facilities. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the association, or any successor association, shall be considered in violation of this Agreement, in which case the City shall have the right to enter the premises and take the needed corrective actions. The costs of corrective actions by the City shall be assessed against the properties that have the right of enjoyment of the common areas and facilities. The Association documents shall reflect that the Association waives any right to not or hearing requirements under §66.0701, Wis. Stats.

ARTICLE VI - FINANCIAL GUARANTEE

6.01 Amount. The Developer or its contractors at its discretion shall provide an acceptable irrevocable letter of credit with the City prior to commencement of construction of the Improvements which shall assure the faithful performance of the Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The amount of guaranty shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the City. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted, plus 10 percent. The City is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guaranty.

6.02 Form. The City Attorney shall approve an acceptable Letter of Credit in substantially the same format as the attached, (Exhibit B), or other acceptable financial guarantees as to form ("Financial Guarantees"). Financial Guarantees shall be payable to the City and shall be conditioned upon and guaranty to the City the performance by the Developer of its obligations under this Agreement.

6.03 Liability Not Released. All Financial Guarantees given hereunder are security devices only which in no manner limit the liability of the Developer to the City, however arising and regardless of the amount.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 Guarantee of Improvements. The Developer shall guarantee all dedicated Improvements against defects due to faulty materials or workmanship which appear within one year from the date of acceptance, as provided in this Agreement. The Developer shall repair or replace any such Improvements as required by the City Engineer to eliminate such defects.

7.02 Contractor Insurance. Contractors engaged by the Developer to perform the Work required by this Agreement shall, prior to commencing such work, shall submit to the City proof of the following coverages:

- (1) Workers compensation insurance which is in strict compliance with State laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00. (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage, which shall insure against losses and damage to completed work, materials or equipment until the City has accepted the same.

7.03 Indemnification and Insurance Required of Private Contractors. The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site or elsewhere in connection with this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work in connection with this agreement, except where such suit is brought by the Developer. The Developer acknowledges and agrees that the Developer is not an agent or employee of the City.

The Developer shall require all contractors engaged in construction related to this development site to comply with the City's contract requirements pertaining to damage claims, indemnification of the City, and providing insurance coverages established by the City. The Developer shall also require contractors engaged in the construction at this development site to maintain a current Certificate of Insurance on file with the City Clerk.

ARTICLE VIII - TIME OF COMPLETION

8.01 Completion Date. The Developer shall complete the Improvements required by this Agreement except for the final layer of bituminous pavement within 18 months from the start of infrastructure construction. The final layer of bituminous pavement shall be installed in accordance to Section 1.02(2).

ARTICLE IX - GENERAL PROVISIONS

9.01 Platting Regulations. All provisions of the City's Subdivision and Zoning Ordinances which are not waived, inconsistent with, or in conflict with any of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein, except to the extent waived by the City.

9.02 Agreement for Benefit of Purchaser. The Developer agrees that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the development.

9.03 Amendments. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement. Any waiver of municipal code provisions by the City shall be in writing by the City, and does not require the signature of other parties to this Agreement.

9.04 Authority. The Developer certifies to the City that all of the owners of the real estate within said development and all of the land contract vendors and/or mortgagees having interest in said the development authorize and join in this Agreement, subject to matters and interests disclosed on title Evidence.

9.05 Default. A default is defined as the breach by either party of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letter of credit provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not limited to, stopping all construction in the approved development and prohibiting the transfer or sale of units.

In the event the Developer does not complete installation of the Improvements required by this Agreement within 30 days after the City has served notice of default upon the Developer, the City may complete the Improvements and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

9.06 Consequential damages as a Result of Breach. If it is determined Developer breaches this Agreement, or any part thereof, Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

ARTICLE X - NON-ASSIGNMENT

This Agreement is binding upon the Developer, the Developer's mortgagees, contractors, agents, officers, employees, personal representatives, guardians and trustees and it shall not be assigned by the Developer to any individual, firm, partnership or corporation without the express approval of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF EDGERTON, WISCONSIN

By: _____
Christopher W. Lund, Mayor

ATTEST:

By: _____
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)
)ss.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same. _____

Notary Public, Wisconsin
My Commission: _____

[signatures continued on next page]

NORTHWARD DEVELOPMENT, LLC

By: _____
_____, Manager

STATE OF WISCONSIN)
) ss.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, _____, as Managing Member of Northward Development, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

EXHIBIT A

DESCRIPTION AND APPROVED PLANS

EXHIBIT C SPECIFICATIONS

Thickness of base and layers of asphalt for roads

- - Geotextile SAS fabric,
- - 5" of 3" base aggregate dense and 5" of 1-1/4" base aggregate dense;
- - 2 layers of HMA with overall thickness being 3.5" for residential and 4" for collector streets.
- - HMA Residential street: lower layer and upper layer to be 1.75" thick and will be 4 LT 58-28 S
- - HMA Collector street: Lower layer is 2.25" of 3 LT 58-28 S and the upper layer will be 1.75" of 4 LT 58-

28 S

Water, sanitary and storm sewer pipes

- Ductile iron water main

- - Water services to be 1" Type K copper for single family; if over 2" service is required then ductile iron
- - Sanitary main PVC Schedule 35
- - Sanitary lateral PVC Schedule 35 or PVC Schedule 40
- - RCP Storm Sewer within the R/W; outside of the R/W HDPE can be approved on a case by case

Hydrants

- Mueller Centurion 250

Curb

- 30" Type D curb

Valves and curb stop

- - Mueller corporation valves, curb stop valves and boxes
- - Minneapolis pattern with an extension rod curb stop box to use;
- - Mueller or Clow gate valves
- - Cor-Blue or 304 stainless steel bolts
- - Tyler 3-piece valve boxes including a valve box adaptor made by Adaptor Inc

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF EDGERTON AND
NORTHWARD DEVELOPMENT, LLC**

THIS AGREEMENT is entered into by and between the City of Edgerton a municipal corporation of the State of Wisconsin located in Dane and Rock County, hereinafter called "City", and Northward Development LLC, hereinafter called the "Developer" (collectively, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of certain property located in the City of Edgerton, Rock County Wisconsin, being more particularly described as shown on attached Exhibit A ("Development Land"); and

WHEREAS, the City has previously approved the Planned Development General Development Plan and the Precise Implementation Plan of the Developer's Planned Development located in the Development Land known as "One Tree Condominiums Planned Development"; and

WHEREAS, Section 236.13 and Chapter 703 of the Wisconsin Statutes provides that as a condition of approval, the City may require that the Developer make and install any public improvements reasonably necessary, or in the alternative that the Developer be required to execute a surety bond or such other acceptable financial guarantee to ensure that those improvements will be made within a reasonable time; and

WHEREAS, that the City may further condition acceptance for dedication of public improvements upon the construction of such improvements according to City specifications and without cost to the City; and

WHEREAS, a Subdivision Control Ordinance Chapter 23 of the Municipal Code of the City of Edgerton regulates divisions of land within the City and provides that certification of the acceptance of the public improvements by the City Administrator shall be conditioned upon installation of all improvements required by the City, or in the alternative, the provision of sufficient sureties or other acceptable financial guarantee ensuring the installation of all improvements required; and

WHEREAS, this Agreement is entered into in fulfillment of the requirements of the Municipal Code of the City of Edgerton.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated into and made a part of this Agreement, and of the approval and adoption by the City of the Precise Implementation Plan (PIP) of One Tree Condominium Planned Development prior to the completion and installation of all required improvements for the Development Land, the Parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 Generally. The Developer, entirely at its own expense, shall erect, design, and install as herein provided, the improvements required by the Municipal Code in accordance with the provisions of said Code to the satisfaction and approval of the City Engineer, the Public Works Director and the Utilities Director. Such work shall be completed within the time specified herein and in strict accordance with the instructions and information contained in this contract, the performance bond, and the plans and specifications.

The Developer may employ any general contractor or subcontractors for the construction of the Improvements contemplated herein. The contractors and subcontractors (collectively "Contractors") must however, be pre-qualified by the City in the sole reasonable judgement of the City Engineer. Prior to the commencement of any construction of the Improvements, the Developer shall provide to the City Engineer a list of all Contractors who will perform work upon the Improvements. No Contractor shall commence work upon any Improvement until written approval is given by the City Engineer.

1.02 The following are the improvements that have been required by the City Council for all the Development Lands as part of the final approval process for One Tree Condominiums Planned Development and to which this contract applies ("Improvements"):

(1) Survey Monuments. The Developer shall install survey monuments placed in accordance with Section 236.15, WI Stats.

(2) Grading and Surfacing of Private Streets. All Development streets shall be graded and surfaced in accordance with the approved plans and specifications and shall be located and be of the dimensions as depicted on the proposed Precise Implementation Plan, the approved plans and Appendix A. Grading shall include establishing of grades to within 6 inches of final grade for the sidewalks and terraces. The final layer of bituminous pavement shall not be installed until a minimum of six months have occurred since the initial layer of bituminous pavement was installed and shall be installed no later than November 1 of any year. Manholes shall be set to the final course elevations and temporarily ramped until the final layer of bituminous pavement is installed. All pavement shall be laid following proof rolling of subgrade at the direction and approval of the City Engineer. The final layer of bituminous pavement shall be installed no later than one year after the initial layer of bituminous pavement was installed. If Developer elects to postpone the installation of the final lift of bituminous pavement, the Developer must either place adequate funds in escrow with the City or provide a letter of credit in the amount of the cost of the final lift.

(3) Curb and Gutter. All Development streets shall have curb and gutter in accordance with the approved plans and shall be located and be of the dimensions as depicted on the proposed PIP and approved plans.

(4) Sidewalks. Sidewalks shall be the responsibility of the Developer and shall be constructed within the Development as required and approved by the City. Sidewalks shall be constructed and accepted prior to the issuance of an occupancy permit for the buildings

constructed along Wileman Drive. A note shall appear on the face of the final plans stating that sidewalks must be constructed and accepted prior to the issuance of occupancy permit. If weather does not permit the construction of a sidewalk at the time occupancy is requested, the owner shall place money in escrow in an amount equal to the cost of the sidewalk. The escrow can be held by the City or by the Title Company if the City is granted authority by the Title Company to access the funds in escrow if the sidewalk is not installed. .

(5) Sanitary Sewerage Systems. The Developer shall design and submit to the City Engineer and Municipal Services Director for approval all proposed plans and specifications, including the laterals from the main to the lot line, for all sanitary sewerage system facilities, in accordance with the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct sanitary sewers to provide sanitary sewerage service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(6) Other Utilities. The Developer shall be responsible for and cause electrical power, and natural gas facilities to be installed in such manner as to make proper and adequate service available to each lot in the Development. Where practical, none of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the Development shall be approved by the City Engineer and in accordance with the approved plans.

(7) Street Signs. The City will provide and install all street signs at the Developer's expense.

(8) Street Lights. The Developer shall provide and install streetlights in accordance with the plans and specifications approved by the City. Streetlights shall be a type that Alliant Energy will maintain.

(9) Sediment Control. The Developer shall comply with the Municipal Code and the requirements of the Wisconsin Department of Natural Resources, the City Engineer, and the approved plans and specifications concerning sediment control during construction. Erosion control plans shall be required throughout the construction of improvements. After approval of the erosion control plans and specifications, and before any land surface disturbances are made in the Subdivision, Developer shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications and continue to maintain erosion control until proper ground cover has been established.

(10) Water Systems. The Developer shall design and submit to the City Engineer and Utility Director for approval all proposed plans and specifications, including the laterals from the main to the terrace, for all water system facilities, in accordance with the requirements of the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct the water systems to provide water service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(11) Storm Water Management. The Developer shall construct storm water drainage facilities, which include catch basins and inlets, storm sewers, road ditches, and open channels as shown on the approved plans. All such facilities shall be of proper size and grade to hydraulically accommodate maximum potential volumes of flow; type of facility required, the design criteria, and the size and grades are to be in accordance with the approved plans, specifications and Exhibit C. The storm drainage facilities shall be designed to prevent hazard to life or property. The Condominium Documents shall address the long term maintenance of the storm water improvements.

The Developer shall design and construct a storm water management system utilizing drainage swales, easements and detention areas all of which shall be designed and constructed to minimize removal of established tree growth. Landscaping within these areas that are disturbed shall be seeded within 7 days of final grading of topsoil to inhibit erosion.

(12) Street Trees. The Developer shall install adjacent landscaping, including street trees, as is required by the approved landscape plan prior to the issuance of each occupancy permit for the units along Wileman Drive. Installer shall obtain a permit from the City Forester prior to planting the street trees along Wileman Drive in accordance with Edgerton Code of Ordinances Section 32.07.

ARTICLE II - CONSTRUCTION AND INSPECTION

2.01 Generally. The Developer, entirely at its own expense, shall construct and install all Improvements and provide all plans, specifications and other documents in accordance with the Municipal Code or as required by the City Engineer.

2.02 Preconstruction Meeting. Prior to the commencement of any work upon the Improvements ("Work") within the Development Land, the Developer shall make arrangements with the City staff to hold a preconstruction meeting.

2.03 Inspection. The Developer, prior to any Work upon the Development Land, shall make arrangements with the City Engineer to provide for adequate inspection during construction. Said Engineer and/or his inspector shall inspect and approve all Work to assure that the approved plans, specifications and ordinances (or other regulations) of the City or other governmental authority are in compliance. City Engineer, his inspectors, representatives or agents must be present for all underground construction. The City Engineer shall approve all Work prior to release of the sureties.

(1) The City Engineer, his inspectors, representatives or agents shall, at all times, have unrestricted access to all Work and to other places where or in which the preparation of materials and other places where or in which the preparation of material and other integral parts of the work are being carried on and conducted.

(2) Developer shall provide all facilities and assistance reasonably requested or required to carry out the inspection by the City Engineer, his inspectors, representatives or agents.

(3) Inspection of the Work by these authorities or their representatives shall, in no matter, be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute Developer as agent to the City.

(4) No material of any kind shall be used in the Work until it has been inspected and accepted by the City Engineer or his inspector. All rejected material shall be immediately removed from the premises. Any material or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of material shall be promptly made, and where practicable, at the source of supply.

(5) Whenever the specifications, the instructions of the City Engineer, or the laws, ordinances or regulations of any public authority require work to be specifically treated or approved, contractor shall give the City Engineer a minimum of 48-hour notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection.

2.04 Developer and contractor or person doing or contracting to do any of the Work shall keep himself fully informed of the national and state laws and municipal ordinances and regulations in any manner affecting the Work and shall, at all times, observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the City, its officers, agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

2.05 The Developer shall secure, at his own expense, all necessary certificates or permits from municipal or other public authorities, required in connection with the Work or any part thereof and shall give notices required by law, ordinance or regulation. He shall pay all fees and charges incident to be due for the lawful prosecution of the Work and any extra work performed by him.

2.06 Building and Occupancy Permits. No building permits shall be issued until the following conditions are met: the plans comply with all City Ordinances and the Uniform Dwelling Code; the crushed aggregate base course to final grade for the street (public or private) is installed allowing ingress and egress to the building; the City Engineer has approved the street improvements as being acceptable to allow ingress and egress to the building; the curb and gutter has been installed; the City Administrator has signed the PIP; the easements have been recorded, and all fees required under this Agreement or otherwise by City ordinances related to the development have been paid in full. The condominium documents shall be recorded before an occupancy permit is granted.

2.07 Required Plans. The Developer shall submit for approval to the City and the City Engineer all plans, profiles and specifications required by the Municipal Code. At least two (2) copies of the plans and specifications shall be filed with the City Clerk, together with two (2) sets of plans and specifications to the City Engineer. Required plans for improvements shall include, but not be limited to the following:

- (1) Sanitary sewer plans;
- (2) Street profile plans;
- (3) Water main plans;
- (4) Drainage plans;
- (5) Grading plan;
- (6) Erosion control plans.

2.08 Record Documents. The Developer shall supply one full size print copy and 2, 11x17" print copies of all final plans to the City to include as-built information for all improvements in One Tree Condominium Planned Development. Improvements will not be accepted until the City receives record drawings.

ARTICLE III - DEDICATION AND ACCEPTANCE

Subject to all of the other provisions of this Agreement and any exhibits attached hereto, the Developer hereby, without charge to the City, upon the completion of sanitary sewer extensions, water main and the required tests including water pressure test, mandrel test, television tape of the sewer and safe water sample, unconditionally gives, conveys and fully dedicates the same to the City free and clear of all encumbrances whatever, together with and including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, public streets, and public street lighting fixtures which may, in any way, be a part of or pertain to such Improvements, including any and all necessary easements for access to such Improvements. After acceptance by the City, the City shall have the right to connect or integrate other sewer and water facilities as the City determines, with no payments or other consideration, award to, or consent required of the Developer it's successors or assigns.

Developer shall cause all Developer-owned property (including unsold lots, parkland and walkways) in the subdivision to be mowed at least two times per year as regulated in Section 17.03 of the City of Edgerton Municipal Code. The City Inspector may require additional mowing if the City Inspector determines that a health, safety or sanitary hazard exists. If mowing is not completed within a reasonable time, the City will perform the work and bill it to the Developer. The Developer's obligation with respect to mowing and maintenance of parkland, walkways and other areas to be dedicated to the City shall terminate upon completion and acceptance of both the dedicated areas and the Improvements required by this agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 Generally. The Developer shall pay an amount equal to the actual cost incurred by the City for work related to the review of the development, and of the for all expenses, costs and disbursements including inspection costs, engineering fees, legal fees, technical fees, and administrative costs necessary to assure that the construction of the required improvements for the development are in compliance with the plans, specifications and ordinances of the City. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid within 30 days after being billed therefore. Interest of one-and-one-half percent (1 1/2%) per month shall be charged on invoices not paid within thirty days of billing.

4.02 Parkland Dedication Fee. The Developer shall pay to the City a Park Land Impact Fee of \$338.72 / residential unit at the time a building permit is issued for the structures constructed in the development.

4.03 Park Improvement Impact Fee. The Developer shall pay to the City a Park Improvement Impact Fee of \$552.19 / residential unit at the time a building permit is issued for the structures constructed in the development.

4.04 Street Sign Fee. The Developer shall pay to the City Treasurer the cost of purchasing and installing all street signs, culvert posts, and guardrails.

4.05 Plat Fee. The Developer shall pay a \$10/unit fee.

4.06 Escrow for Fees and Costs. Further the Developer shall deposit with the City Treasurer, in escrow, the sum of \$5,000 to ensure the payment of all fees and costs. In the event that the amount deposited with the City Treasurer falls below 25% of the amount required to be deposited, the City shall have the option of requiring the Developer to replenish the escrow to the original amount required hereunder. The escrow amount shall not draw interest for the benefit of the Developer. The City Treasurer shall provide an invoice for fees and cost incurred which the Developer shall pay within 30 days of the invoice date. The City Treasurer, with the approval of the City Council, shall have the right to draw upon the escrow to reimburse the City for fees that are in arrears. In the event the Developer defaults in establishing or replenishing the escrow, the City shall not be required to act further upon the Developer's request.

ARTICLE V - SPECIAL PROVISIONS

5.01 Sewer Connections. In accordance with the rules and regulations of the City, the Developer has been authorized to make sewer connections for all potential dwelling units in this Development, subject to the provisions of this Agreement. The Developer shall provide a recorded copy of all easements needed to provide sanitary sewer service.

5.02 Wetland and Floodplain Conditions. It shall be an explicit condition that the Developer shall comply with application regulations and shall obtain necessary approvals, if any, in writing from the appropriate agencies relative to wetlands and floodplain areas that may be on the subject site. Approval of the subject site plan by the City Plan Commission shall not be construed to be City approval of intrusions into wetland or floodplain areas, or City approval of filling or modifications to wetlands or floodplain areas.

5.03 Water Connections. In accordance with the rules and regulations of the City and the public service commission, the Developer has been authorized to make water connections for all potential dwelling units in this development, subject to the provisions of this Agreement.

5.04 Condominium Association: Common areas or facilities within a land division or condominium shall be held in common ownership as undivided proportionate interests by the members of a homeowners or condominium association. The homeowners or condominium association shall be governed according to the following:

(1) The Developer shall provide the City with a description of the homeowners or condominium association, including its bylaws, and all documents governing maintenance requirements and use restrictions for common areas and facilities.

(2) The Association shall be established by the Developer and shall be operating prior to the closing of any unit in the development.

(3) Membership in the Association shall be mandatory for all purchasers of lots or units therein and their successors and assigns.

(4) The Association shall be responsible for maintenance and insurance of common areas and facilities.

(5) A Best Practices Stormwater Maintenance Agreement for the stormwater control basins shall be included in the submittal of association documents.

(6) The Association shall have or hire adequate staff to administer, maintain, and operate common areas and facilities.

(7) In the Event that the association established to own and maintain common areas and facilities, or any successor organization thereto, fails to properly maintain all or any portion of the aforesaid common areas or facilities, the City may serve written notice upon such Association setting forth the manner in which the association has failed to maintain the aforesaid common areas and facilities. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the association, or any successor association, shall be considered in violation of this Agreement, in which case the City shall have the right to enter the premises and take the needed corrective actions. The costs of corrective actions by the City shall be assessed against the properties that have the right of enjoyment of the common areas and facilities. The Association documents shall reflect that the Association waives any right to not or hearing requirements under §66.0701, Wis. Stats.

ARTICLE VI - FINANCIAL GUARANTEE

6.01 Amount. The Developer or its contractors at its discretion shall provide an acceptable irrevocable letter of credit with the City prior to commencement of construction of the Improvements which shall assure the faithful performance of the Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The amount of guaranty shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the City. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted, plus 10 percent. The City is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guaranty.

6.02 Form. The City Attorney shall approve an acceptable Letter of Credit in substantially the same format as the attached, (Exhibit B), or other acceptable financial guarantees as to form ("Financial Guarantees"). Financial Guarantees shall be payable to the City and shall be

conditioned upon and guaranty to the City the performance by the Developer of its obligations under this Agreement.

6.03 Liability Not Released. All Financial Guarantees given hereunder are security devices only which in no manner limit the liability of the Developer to the City, however arising and regardless of the amount.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 Guarantee of Improvements. The Developer shall guarantee all dedicated Improvements against defects due to faulty materials or workmanship which appear within one year from the date of acceptance, as provided in this Agreement. The Developer shall repair or replace any such Improvements as required by the City Engineer to eliminate such defects.

7.02 Contractor Insurance. Contractors engaged by the Developer to perform the Work required by this Agreement shall, prior to commencing such work, shall submit to the City proof of the following coverages:

- (1) Workers compensation insurance which is in strict compliance with State laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00. (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage, which shall insure against losses and damage to completed work, materials or equipment until the City has accepted the same.

7.03 Indemnification and Insurance Required of Private Contractors. The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site or elsewhere in connection with this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work in connection with this agreement, except where such suit is brought by the Developer. The Developer acknowledges and agrees that the Developer is not an agent or employee of the City.

The Developer shall require all contractors engaged in construction related to this development site to comply with the City's contract requirements pertaining to damage claims, indemnification of the City, and providing insurance coverages established by the City. The Developer shall also require contractors engaged in the construction at this development site to maintain a current Certificate of Insurance on file with the City Clerk.

ARTICLE VIII - TIME OF COMPLETION

8.01 Completion Date. The Developer shall complete the Improvements required by this Agreement except for the final layer of bituminous pavement within 18 months from the start of

infrastructure construction. The final layer of bituminous pavement shall be installed in accordance to Section 1.02(2).

ARTICLE IX - GENERAL PROVISIONS

9.01 Platting Regulations. All provisions of the City's Subdivision and Zoning Ordinances which are not waived, inconsistent with, or in conflict with any of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein, except to the extent waived by the City.

9.02 Agreement for Benefit of Purchaser. The Developer agrees that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the development.

9.03 Amendments. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement. Any waiver of municipal code provisions by the City shall be in writing by the City, and does not require the signature of other parties to this Agreement.

9.04 Authority. The Developer certifies to the City that all of the owners of the real estate within said development and all of the land contract vendors and/or mortgagees having interest in said the development authorize and join in this Agreement, subject to matters and interests disclosed on title Evidence.

9.05 Default. A default is defined as the breach by either party of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letter of credit provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not limited to, stopping all construction in the approved development and prohibiting the transfer or sale of units.

In the event the Developer does not complete installation of the Improvements required by this Agreement within 30 days after the City has served notice of default upon the Developer, the City may complete the Improvements and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

9.06 Consequential damages as a Result of Breach. If it is determined Developer breaches this Agreement, or any part thereof, Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

ARTICLE X - NON-ASSIGNMENT

This Agreement is binding upon the Developer, the Developer's mortgagees, contractors, agents, officers, employees, personal representatives, guardians and trustees and it shall not be assigned by the Developer to any individual, firm, partnership or corporation without the express approval of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF EDGERTON, WISCONSIN

By: _____
Christopher W. Lund, Mayor

ATTEST:

By: _____
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)
)ss.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same. _____

Notary Public, Wisconsin
My Commission: _____

[signatures continued on next page]

NORTHWARD DEVELOPMENT, LLC

By: _____
_____, Manager

STATE OF WISCONSIN)
) ss.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, _____, as Managing Member of Northward Development, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

EXHIBIT A

DESCRIPTION AND APPROVED PLANS

EXHIBIT C SPECIFICATIONS

Thickness of base and layers of asphalt for roads

- - Geotextile SAS fabric,
- - 5" of 3" base aggregate dense and 5" of 1-1/4" base aggregate dense;
- - 2 layers of HMA with overall thickness being 3.5" for residential and 4" for collector streets.
- - HMA Residential street: lower layer and upper layer to be 1.75" thick and will be 4 LT 58-28 S
- - HMA Collector street: Lower layer is 2.25" of 3 LT 58-28 S and the upper layer will be 1.75" of 4 LT 58-

28 S

Water, sanitary and storm sewer pipes

- Ductile iron water main

- - Water services to be 1" Type K copper for single family; if over 2" service is required then ductile iron
- - Sanitary main PVC Schedule 35
- - Sanitary lateral PVC Schedule 35 or PVC Schedule 40
- - RCP Storm Sewer within the R/W; outside of the R/W HDPE can be approved on a case by case

Hydrants

- Mueller Centurion 250

Curb

- 30" Type D curb

Valves and curb stop

- - Mueller corporation valves, curb stop valves and boxes
- - Minneapolis pattern with an extension rod curb stop box to use;
- - Mueller or Clow gate valves
- - Cor-Blue or 304 stainless steel bolts
- - Tyler 3-piece valve boxes including a valve box adaptor made by Adaptor Inc

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF EDGERTON AND
NORTHWARD DEVELOPMENT, LLC**

THIS AGREEMENT is entered into by and between the City of Edgerton a municipal corporation of the State of Wisconsin located in Rock County, hereinafter called "City", and Northward Development LLC, hereinafter called the "Developer" (collectively, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of certain property located in the City of Edgerton, being more particularly described as shown on attached Exhibit A ("Development Land"); and

WHEREAS, the City has previously approved the preliminary plat of the Developer's subdivision located in the Development Land known as "One Tree Subdivision"; and

WHEREAS, the Developer has submitted for approval by the City a proposed final plat for the One Tree Subdivision, and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of plat approval, the City may require that the Developer make and install any public improvements reasonably necessary, or in the alternative that the Developer be required to execute a surety bond or such other acceptable financial guarantee to ensure that those improvements will be made within a reasonable time; and

WHEREAS, that the City may further condition acceptance for dedication of public streets, or other ways upon the construction of such improvements according to City specifications and without cost to the City; and

WHEREAS, a Subdivision Control Ordinance Chapter 23 of the Municipal Code of the City of Edgerton regulates divisions of land within the City and provides that certification of a final subdivision plat by the City Administrator shall be conditioned upon installation of all improvements required by the City, or in the alternative, the provision of sufficient sureties or other acceptable financial guarantee ensuring the installation of all improvements required; and

WHEREAS, this Agreement is entered into in fulfillment of the requirements of the Municipal Code of the City of Edgerton.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated into and made a part of this Agreement, and of the approval and adoption by the City of the final plat of One Tree Subdivision prior to the completion and installation of all required improvements for the Development Land, the Parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 Generally. The Developer, entirely at its own expense, shall erect, design, and install as herein provided, the improvements required by the Municipal Code in accordance with the provisions of said Code to the satisfaction and approval of the City Engineer, the Public Works Director and the Utilities Director. Such work shall be completed within the time specified herein and in strict accordance with the instructions and information contained in this contract, the performance bond, and the plans and specifications.

The Developer may employ any general contractor or subcontractors for the construction of the Improvements contemplated herein. The contractors and subcontractors (collectively "Contractors") must however, be pre-qualified by the City in the sole reasonable judgement of the City Engineer. Prior to the commencement of any construction of the Improvements, the Developer shall provide to the City Engineer a list of all Contractors who will perform work upon the Improvements. No Contractor shall commence work upon any Improvement until written approval is given by the City Engineer.

1.02 The following are the improvements that have been required by the City Council for all the Development Lands as part of the final plat approval process for One Tree Subdivision and to which this contract applies ("Improvements"):

(1) Survey Monuments. The Developer shall install survey monuments placed in accordance with Section 236.15, WI Stats.

(2) Grading and Surfacing of Public Streets. All Development streets shall be graded and surfaced in accordance with the approved plans and specifications and shall be located and be of the dimensions as depicted on the proposed final subdivision plat, the approved plans and Appendix A. Grading shall include establishing of grades to within 6 inches of final grade for the public sidewalk and terraces. The Developer is required to obtain easements and install retaining walls if grading is required outside the right-of-way on properties not owned by the Developer. The final layer of bituminous pavement shall not be installed until a minimum of six months have occurred since the initial layer of bituminous pavement was installed and shall be installed no later than November 1 of any year. Manholes shall be set to the final course elevations and temporarily ramped until the final layer of bituminous pavement is installed. All pavement shall be laid following proof rolling of subgrade at the direction and approval of the City Engineer. The final layer of bituminous pavement shall be installed no later than one year after the initial layer of bituminous pavement was installed. If Developer elects to postpone the installation of the final lift of bituminous pavement, the Developer must either place adequate funds in escrow with the City or provide a letter of credit in the amount of the cost of the final lift.

(3) Curb and Gutter. All Development streets shall have curb and gutter in accordance with the approved plans and shall be located and be of the dimensions as depicted on the proposed final subdivision plat and approved plans.

(4) Sidewalks. Sidewalks shall be the responsibility of the individual property owners and shall be constructed within the Development as required and approved by the City. Sidewalks shall be constructed and accepted prior to the issuance of an occupancy permit for the buildings constructed on the lots. A note shall appear on the face of the final plat stating that sidewalks must be constructed and accepted prior to the issuance of occupancy permit. If weather does not permit the construction of a sidewalk at the time occupancy is requested, the owner shall place money in escrow in an amount equal to the cost of the sidewalk determined by the builder's subcontractor. The escrow can be held by the City or by the Title Company if the City is granted authority by the Title Company to access the funds in escrow if the sidewalk is not installed.

(5) Sanitary Sewerage Systems. The Developer shall design and submit to the City Engineer and Municipal Services Director for approval all proposed plans and specifications, including the laterals from the main to the lot line, for all sanitary sewerage system facilities, in accordance with the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct sanitary sewers to provide sanitary sewerage service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(6) Other Utilities. The Developer shall be responsible for and cause electrical power, and natural gas facilities to be installed in such manner as to make proper and adequate service available to each lot in the Development. Where practical, none of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the Development shall be approved by the City Engineer and in accordance with the approved plans.

(7) Street Signs. The City will provide and install all street signs at the Developer's expense.

(8) Street Lights. The Developer shall provide and install streetlights in accordance with the plans and specifications approved by the City. Streetlights shall be a type that Alliant Energy will maintain.

(9) Sediment Control. The Developer shall comply with the Municipal Code and the requirements of the Wisconsin Department of Natural Resources, the City Engineer, and the approved plans and specifications concerning sediment control during construction. Erosion control plans shall be required throughout the construction of improvements. After approval of the erosion control plans and specifications, and before any land surface disturbances are made in the Subdivision, Developer shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications and continue to maintain erosion control until proper ground cover has been established.

(10) Water Systems. The Developer shall design and submit to the City Engineer and Utility Director for approval all proposed plans and specifications, including the laterals from the main to the terrace, for all water system facilities, in accordance with the requirements of the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct the water systems to provide water service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(11) Storm Water Management. The Developer shall construct storm water drainage facilities, which include catch basins and inlets, storm sewers, road ditches, and open channels as shown on the approved plat. All such facilities shall be of proper size and grade to hydraulically accommodate maximum potential volumes of flow; type of facility required, the design criteria, and the size and grades are to be in accordance with the approved plans, specification and Exhibit C. The storm drainage facilities shall be designed to prevent hazard to life or property.

The Developer shall design and construct a storm water management system utilizing drainage swales, easements and detention areas all of which shall be designed and constructed to minimize removal of established tree growth. Landscaping within these areas that are disturbed shall be seeded within 7 days of final grading of topsoil to inhibit erosion.

The proposed stormwater pond will be deeded to the City in consideration of \$1 dollar and the promises and covenants contained in the Re-Transfer Agreement Between the City of Edgerton and Northward Development, LLC entered into by the parties on this same date.

The Developer shall install and provide all required easements or agreements for the stormwater conveyance improvements from the temporary pond to the area of Ladd Lane extended in accordance with the approved plans.

(12) Street Trees. One (1) street tree per residential lot, and one additional street tree for every fifty (50) feet of street frontage for lots having more than fifty (50) feet of street frontage, shall be provided on all residential lots prior to the issuance of an occupancy permit. For residential corner lots, one street tree shall be planted per every fifty (50) feet of street frontage along each street. The installer shall obtain a permit from the Director of Public Works prior to planting the street tree in accordance with 10.19(4).

ARTICLE II - CONSTRUCTION AND INSPECTION

2.01 Generally. The Developer, entirely at its own expense, shall construct and install all improvements and provide all plans, specifications and other documents in accordance with the Municipal Code or as required by the City Engineer.

2.02 Preconstruction Meeting. Prior to the commencement of any work upon the Improvements (“Work”) within the Development Land, the Developer shall make arrangements with the City staff to hold a preconstruction meeting.

2.03 Inspection. The Developer, prior to any Work upon the Development Land, shall make arrangements with the City Engineer to provide for adequate inspection during construction. Said Engineer and/or his inspector shall inspect and approve all Work to assure that the approved plans, specifications and ordinances (or other regulations) of the City or other governmental authority are in compliance. City Engineer, his inspectors, representatives or agents must be present for all underground construction. The City Engineer shall approve all Work prior to release of the sureties.

(1) The City Engineer, his inspectors, representatives or agents shall, at all times, have unrestricted access to all Work and to other places where or in which the preparation of materials and other places where or in which the preparation of material and other integral parts of the work are being carried on and conducted.

(2) Developer shall provide all facilities and assistance requested or required to carry out the inspection by the City Engineer, his inspectors, representatives or agents

(3) Inspection of the Work by these authorities or their representatives shall, in no matter, be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute Developer as agent to the City.

(4) No material of any kind shall be used in the Work until it has been inspected and accepted by the City Engineer or his inspector. All rejected material shall be immediately removed from the premises. Any material or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of material shall be promptly made, and where practicable, at the source of supply.

(5) Whenever the specifications, the instructions of the City Engineer, or the laws, ordinances or regulations of any public authority require work to be specifically treated or approved, contractor shall give the City Engineer a minimum of 48-hour notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection.

2.04 Developer and contractor or person doing or contracting to do any of the Work shall keep himself fully informed of the national and state laws and municipal ordinances and regulations in any manner affecting the Work and shall, at all times, observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the City, its officers, agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

2.05 The Developer shall secure, at his own expense, all necessary certificates or permits from municipal or other public authorities, required in connection with the Work or any part thereof and shall give notices required by law, ordinance or regulation. He shall pay all fees and charges incident to be due for the lawful prosecution of the Work and any extra work performed by him.

2.06 Building and Occupancy Permits. No building permits shall be issued until the following conditions are met: the plans comply with all City Ordinances and the Uniform Dwelling Code; the crushed aggregate base course to final grade for the street (public or private) is installed allowing ingress and egress to the building; the City Engineer has approved the street improvements as being acceptable to allow ingress and egress to the building; the curb and gutter has been installed; the final plat has been signed; the road right-of-way has been dedicated, and all fees required under this Agreement or otherwise by City ordinances related to the development have been paid in full.

2.07 Required Plans. The Developer shall submit for approval to the City and the City Engineer all plans, profiles and specifications required by the Municipal Code. At least two (2) copies of the plans and specifications shall be filed with the City Clerk, together with two (2) sets of plans and specifications to the City Engineer. Required plans for improvements shall include, but not be limited to the following:

- (1) Sanitary sewer plans;
- (2) Street profile plans;
- (3) Water main plans;
- (4) Drainage plans;
- (5) Grading plan;
- (6) Erosion control plans.

2.08 Record Documents. The Developer shall supply one full size print copy and 2, 11x17" print copies of all final plans to the City to include as-built information for all improvements in One Tree Subdivision. Public improvements will not be accepted until the City receives record drawings.

ARTICLE III - DEDICATION AND ACCEPTANCE

Subject to all of the other provisions of this Agreement and any exhibits attached hereto, the Developer hereby, without charge to the City, upon the completion of sanitary sewer extensions, water main and the required tests including water pressure test, mandrel test, television tape of the sewer and safe water sample, unconditionally gives, conveys and fully dedicates the same to the City free and clear of all encumbrances whatever, together with and including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, public streets, and public street lighting fixtures which may, in any way, be a part of or pertain to such Improvements, including any and all necessary easements for access to such Improvements. After acceptance by the City, the City shall have the right to connect or integrate other sewer and water facilities as the City determines, with no payments or other consideration, award to, or consent required of the Developer it's successors or assigns.

Developer shall cause all Developer-owned property (including unsold lots, parkland and walkways) in the subdivision to be mowed at least two times per year as regulated in Section 17.03 of the City of Edgerton Municipal Code. The City Inspector may require additional mowing if the City Inspector determines that a health, safety or sanitary hazard exists. If mowing is not completed within a reasonable time, the City will perform the work and bill it to the Developer. The Developer's obligation with respect to mowing and maintenance of parkland, walkways and other areas to be dedicated to the City shall terminate upon completion and acceptance of both the dedicated areas and the Improvements required by this agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 Generally. The Developer shall pay an amount equal to the actual cost incurred by the City for work related to the review of the plat or any certified survey map, and of the for all expenses, costs and disbursements including inspection costs, engineering fees, legal fees, technical fees, and administrative costs necessary to assure that the construction of the required improvements for the development are in compliance with the plans, specifications and ordinances of the City. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid within 30 days after being billed therefore. Interest of one -and-one-half percent (1 1/2%) per month shall be charged on invoices not paid within thirty days of billing.

4.02 Parkland Dedication Fee. The Developer shall advise each Individual Lot Owner of its obligation to pay to the City a Park Land Impact Fee of \$338.72 / residential unit at the time a building permit is issued for the structures constructed on the lots.

4.03 Park Improvement Impact Fee. The Developer shall advise each Individual Lot Owner of its obligation to pay to the City a Park Improvement Impact Fee of \$552.19 / residential unit at the time a building permit is issued for the structures constructed on the lots.

4.04 Street Sign Fee. The Developer shall pay to the City Treasurer the cost of purchasing and installing all street signs, culvert posts, and guardrails.

4.05 Plat Fee. The Developer shall pay a \$10/lot plat fee.

4.06 Escrow for Fees and Costs. Further the Developer shall deposit with the City Treasurer, in escrow, the sum of \$5,000 to ensure the payment of all fees and costs. In the event that the amount deposited with the City Treasurer falls below 25% of the amount required to be deposited, the City shall have the option of requiring the Developer to replenish the escrow to the original amount required hereunder. The escrow amount shall not draw interest for the benefit of the Developer. The City Treasurer shall provide an invoice for fees and cost incurred which the Developer shall pay within 30 days of the invoice date. The City Treasurer, with the approval of the City Council, shall have the right to draw upon the escrow to reimburse the City for fees that are in arrears. In the event the Developer defaults in establishing or replenishing the escrow, the City shall not be required to act further upon the Developer's request.

ARTICLE V - SPECIAL PROVISIONS

5.01 Sewer Connections. In accordance with the rules and regulations of the City, the Developer has been authorized to make sewer connections for all potential dwelling units in this Development, subject to the provisions of this Agreement. The Developer shall provide a recorded copy of all easements needed to provide sanitary sewer service.

5.02 Wetland and Floodplain Conditions. It shall be an explicit condition that the Developer shall comply with application regulations and shall obtain necessary approvals, if any, in writing from the appropriate agencies relative to wetlands and floodplain areas that may be on the subject site. Approval of the subject site plan by the City Plan Commission shall not be construed to be City approval of intrusions into wetland or floodplain areas, or City approval of filling or modifications to wetlands or floodplain areas.

5.03 Water Connections. In accordance with the rules and regulations of the City and the public service commission, the Developer has been authorized to make water connections for all potential dwelling units in this development, subject to the provisions of this Agreement.

ARTICLE VI - FINANCIAL GUARANTEE

6.01 Amount. The Developer or its contractors at its discretion shall post surety bond or deposit with the City prior to commencement of construction of the Improvements an irrevocable letter of credit or other acceptable financial guarantee which shall assure the faithful performance of the Developer's obligations under this Agreement. The amount of guaranty shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the City or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted, plus 10 percent. The City is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guaranty.

6.02 Form. The City Attorney shall approve an acceptable Performance Bond, or other acceptable financial guarantees as to form ("Financial Guarantees"). Financial Guarantees shall be payable to the City and shall be conditioned upon and guaranty to the City the performance by the Developer of its obligations under this Agreement.

6.03 Liability Not Released. All Financial Guarantees given hereunder are security devices only which in no manner limit the liability of the Developer to the City, however arising and regardless of the amount.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 Guarantee of Improvements. The Developer shall guarantee all dedicated Improvements against defects due to faulty materials or workmanship which appear within one year from the date of acceptance, as provided in this Agreement. The Developer shall repair or replace any such Improvements as required by the City Engineer to eliminate such defects.

7.02 Contractor Insurance. Contractors engaged by the Developer to perform the Work required by this Agreement within public rights-of-way shall, prior to commencing such work, shall submit to the City proof of the following coverages:

- (1) Unemployment and workers compensation insurance which is in strict compliance with State laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage, which shall insure against losses and damage to completed work, materials or equipment until the City has accepted the same.

7.03 Indemnification and Insurance Required of Private Contractors. The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site or elsewhere in connection with this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work in connection with this agreement, except where such suit is brought by the Developer. The Developer acknowledges and agrees that the Developer is not an agent or employee of the City.

The Developer shall require all contractors engaged in construction related to this development site to comply with the City's contract requirements pertaining to damage claims, indemnification of the City, and providing insurance coverages established by the City. The Developer shall also require contractors engaged in the construction at this development site to maintain a current Certificate of Insurance on file with the City Clerk.

ARTICLE VIII - TIME OF COMPLETION

8.01 Completion Date. The Developer shall complete the Improvements required by this Agreement except for the final layer of bituminous pavement within 12 months from the start of infrastructure construction. The final layer of bituminous pavement shall be installed in accordance to Section 1.02(2).

ARTICLE IX - GENERAL PROVISIONS

9.01 Platting Regulations. All provisions of the City's Subdivision and Zoning Ordinances which are not waived, inconsistent with, or in conflict with any of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein, except to the extent waived by the City.

9.02 Agreement for Benefit of Purchaser. The Developer agrees that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the development.

9.03 Amendments. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement. Any waiver of municipal code provisions by the City shall be in writing by the City, and does not require the signature of other parties to this Agreement.

9.04 Ownership. The Developer certifies to the City that all of the owners of the real estate within said development and all of the land contract vendors and/or mortgages having interest in said simple, subject to matters and interests disclosed on title Evidence and Plat.

9.05 Default. A default is defined as the breach by either party of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the surety bond provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final Plat and prohibiting the transfer or sale of lots.

In the event the Developer does not complete installation of the improvements required by this Agreement within 30 days after the City has served notice of default upon the Developer, the City may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

9.06 Consequential damages as a Result of Breach. If Developer breaches this Agreement, or any part thereof, Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

ARTICLE X - NON-ASSIGNMENT

This Agreement is binding upon the Developer, the Developer's mortgagees, contractors, agents, officers, employees, personal representatives, guardians and trustees and it shall not be assigned by the Developer to any individual, firm, partnership or corporation without the express approval of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF EDGERTON, WISCONSIN

By: _____
Christopher W. Lund, Mayor

ATTEST:

By: _____
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)

)ss.

ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same. _____

Notary Public, Wisconsin
My Commission: _____

[signatures continued on next page]

NORTHWARD DEVELOPMENT, LLC

By: _____
_____, Manager

STATE OF WISCONSIN)

) ss.

ROCK COUNTY)

Personally came before me this _____ day of _____, 2021, the above-named, _____, as Managing Member of Northward Development, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My Commission: _____

EXHIBIT A

DESCRIPTION AND APPROVED PLANS

EXHIBIT B
PERFORMANCE BOND

EXHIBIT C SPECIFICATIONS

Thickness of base and layers of asphalt for roads

- - Geotextile SAS fabric,
- - 5" of 3" base aggregate dense and 5" of 1-1/4" base aggregate dense;
- - 2 layers of HMA with overall thickness being 3.5" for residential and 4" for collector streets.
- - HMA Residential street: lower layer and upper layer to be 1.75" thick and will be 4 LT 58-28 S
- - HMA Collector street: Lower layer is 2.25" of 3 LT 58-28 S and the upper layer will be 1.75" of 4 LT 58-

28 S

Water, sanitary and storm sewer pipes

- Ductile iron water main

- - Water services to be 1" Type K copper for single family; if over 2" service is required then ductile iron
- - Sanitary main PVC Schedule 35
- - Sanitary lateral PVC Schedule 35 or PVC Schedule 40
- - RCP Storm Sewer within the R/W; outside of the R/W HDPE can be approved on a case by case

Hydrants

- Mueller Centurion 250

Curb

- 30" Type D curb

Valves and curb stop

- - Mueller corporation valves, curb stop valves and boxes
- - Minneapolis pattern with an extension rod curb stop box to use;
- - Mueller or Clow gate valves
- - Cor-Blue or 304 stainless steel bolts
- - Tyler 3-piece valve boxes including a valve box adaptor made by Adaptor Inc

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