

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

Monday, March 7, 2022 at 6:15 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To 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. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, March 4, 2022.
3. Consider approval of minutes from the February 21, 2022 Finance meeting.
4. Consider approval of bills and payroll vouchers.
5. Consider Temporary Class "B" Beer License for Edgerton Chamber of Commerce.
6. Consider events packet for Edgerton Farmer's Market.
7. Consider events packet for Concerts in the Park Series.
8. Consider events packet for Worldwide Predator Hunters fundraiser.
9. Consider Temporary Class "B" Beer and Wine liquor license for Worldwide Predator Hunters fundraiser.
10. Consider declaring Public Works equipment as surplus.
11. Consider Cedar Corp contract for engineering design for the W Fulton St project.
12. Consider bids for squad car.
13. Consider solid waste charges for past and future public events.
14. Consider city of Edgerton Resolution 07-22: USDA Rural Development Loan Resolution for S. Main St sewer.
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.

**FEBRUARY 21, 2022 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

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

Present: Candy Davis, Tim Shaw, and Sarah Braun (remote).

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Municipal Services Director Howard Moser, and a few citizens.

Clerk Wendy Loveland confirmed the meeting agendas were properly posted on Friday, February 18, 2022 at the Post Office, Edgerton Library, City website, and City Hall.

MINUTES: A Tim Shaw/Sarah Braun motion to approve the minutes from the February 7, 2022 Finance meeting passed, all voted in favor.

BILLS AND PAYROLL: A Candy Davis/Tim Shaw motion to approve the bills and payroll in the amount of \$2,797,720.57 passed on a 3/0 roll call vote.

TEMPORARY CLASS B WINE AND BEER LICENSE: A Candy Davis/Tim Shaw motion to approve a Temporary Class B Wine and Beer License for the FFA Alumni Casino Night on March 11, 2022 passed on a 3/0 roll call vote.

RESOLUTION 05-22: A Candy Davis/Tim Shaw motion to recommend to Council, adoption of City of Edgerton Resolution 05-22: Authorizing the Issuance and Sale of \$405,000 Sewer System Mortgage Revenue Bonds of the City of Edgerton, Rock and Dane counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds passed on a 3/0 roll call vote.

CHARGING TIF #8 INTEREST ON ADVANCE: A Candy Davis/Sarah Braun motion to approve the transfer of \$6,810 to the General Fund from the TIF #8 for interest charges passed on a 3/0 roll call vote.

ADMINISTRATIVE ASSISTANT STARTING WAGE: A Candy Davis/Tim Shaw motion to approve the starting wage for Administrative Assistant Maddie Friend at the 1-year step passed on a 3/0 roll call vote.

ENGINEERING FEES FOR W FULTON ST PROJECT: The DOT will be receiving almost \$1.3 billion in federal funding for road and bridge repair. The available grants for these funds will be awarded in two rounds. Staff reviewed the criteria for each round and proposes the city apply for the funding in the first round. This round would be less competitive because of the tight time frame. The city could apply for the W Fulton St pavement reconstruction project from Hwy 59 (Menhall Dr) to Dallman Rd. The estimated cost of this project is \$850,000. The city's share would be approximately \$300,000. This is a local street which means it would not normally be eligible for this program. This project was tentatively scheduled for 2027 in the capital plan.

If the W Fulton St project is not funded in the first round, the City would reapply again with the same project in the second round. The city would also apply for funding to reconstruct Albion St in the second round. This street is a collector street so there is a larger pool of funding.

Ramona stated there is a risk to applying for the W Fulton St funding in the first round because of the tight time frame. Historically, the city would not incur any engineering fees until we were awarded the grant, however because of the tight turn around, the engineering fees would need to be paid before the grant award. The estimated cost of the engineering fees is \$25,000 before the grant award.

A Candy Davis/Sarah Braun motion to approve the engineering fees for design engineering and apply for the grant in the first round for the W Fulton St project passed on a 3/0 roll call vote.

LIMITED TERM INTERN POSITION: A Candy Davis/Tim Shaw motion to approve a limited term intern position passed on a 3/0 roll call vote.

PURCHASE OF WELDER: A Candy Davis/Sarah Braun motion to approve the purchase of a welder from Airgas USA in the amount of \$5,449 passed on a 3/0 roll call vote.

PURCHASE OF A PLOW TRUCK: A Candy Davis/Tim Shaw motion to approve the purchase of a new plow truck from Lakeside International in the amount of \$218,629.28 passed on a 3/0 roll call vote.

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

Wendy Loveland
City Clerk

Adopted March 7, 2022

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input Date = 03/04/2022
Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APR 22 HEALTH INSURANCE	03/04/2022	5,846.69	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	73.59	.00		
Total 10013100:					5,920.28	.00		
10021552								
788 ch	WISCONSIN PROFESSIONAL P	13890/13258	WPPA DUES MARCH 2022	03/04/2022	340.00	.00		
Total 10021552:					340.00	.00		
10051300210								
2936 c	MURPHY DESMOND LAWYERS	8143339	CITY ATTORNEY RETAINER	03/04/2022	2,179.17	.00		
Total 10051300210:					2,179.17	.00		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8143338	PROSECUTIONS-RETAINER	03/04/2022	675.00	.00		
Total 10051320210:					675.00	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	52.99	.00		
Total 10051410153:					52.99	.00		
10051410154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	703.22	.00		
Total 10051410154:					703.22	.00		
10051410330								
418 ch	LEAGUE OF WI MUNICIPALITIE	179350340	WEBINAR-FLANIGAN	03/04/2022	50.00	.00		
Total 10051410330:					50.00	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	70.64	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	58.87	.00		
Total 10051430153:					129.51	.00		
10051430154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	937.62	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	781.30	.00		
Total 10051430154:					1,718.92	.00		
10051430330								
785 ch	WMCA	2022	CLERK CERTIFICATION-LOVELAND	03/04/2022	100.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10051430330:					100.00	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	52.98	.00		
Total 10051510153:					52.98	.00		
10051510154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	703.22	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	1,367.36	.00		
Total 10051510154:					2,070.58	.00		
10051510340								
4333 c	DISCOUNT RUBBER STAMPS	137143	NOTARY STAMP - SKAR	03/04/2022	28.70	.00		
Total 10051510340:					28.70	.00		
10051511210								
731 ch	BAKER TILLY US, LLP	BT2011202	SERVICES 12/31/21 FINANCIAL STATEMENT	03/04/2022	17,908.10	.00		
Total 10051511210:					17,908.10	.00		
10051520210								
604 ch	ROCK CO TREASURER	2/10/2022	2021 TAX COLLECTION CHARGES FIRST INS	03/04/2022	1,838.50	.00		
Total 10051520210:					1,838.50	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	27917	CLEANING THROUGH 2/18/22-CITY HALL &	03/04/2022	110.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	27950	CLEANING THROUGH 2/25/22-CITY HALL &	03/04/2022	110.00	.00		
Total 10051600210:					220.00	.00		
10051600340								
934 ch	STAPLES CREDIT PLAN	7347469512	REGISTER TAPE, CALCULATOR RIBBON, CO	03/04/2022	40.77	.00		
934 ch	STAPLES CREDIT PLAN	7351362928	PENCILS, COPY PAPER, & BATTERIES	03/04/2022	104.54	.00		
934 ch	STAPLES CREDIT PLAN	7351551727	COFFEE & BATTERIES	03/04/2022	86.55	.00		
3815 c	ALLIED 100 LLC	2093461	REPLACEMENT BATTERY FOR DEFIBRILLAT	03/04/2022	277.00	.00		
Total 10051600340:					508.86	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	117.74	.00		
Total 10052100153:					117.74	.00		
10052100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	1,562.70	.00		
Total 10052100154:					1,562.70	.00		
10052100311								
716 ch	US POSTAL SERVICE	015791	POSTAGE- POLICE DEPT	03/04/2022	5.10	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10052100311:					5.10	.00		
10052100340								
3752 c	FAMILY DOLLAR	037136	GIFT CARD- MEEHAN RETIREMENT	03/04/2022	252.11	.00		
Total 10052100340:					252.11	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	902.67	.00		
Total 10052120153:					902.67	.00		
10052120154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	11,859.90	.00		
Total 10052120154:					11,859.90	.00		
10052120380								
4293 c	US AUTO FORCE	2542232	TIRES - POLICE DEPT	03/04/2022	451.56	.00		
4293 c	US AUTO FORCE	2550035	TIRES - POLICE DEPT	03/04/2022	225.78	.00		
4293 c	US AUTO FORCE	8950287	RETURNED TIRES	03/04/2022	513.72-	.00		
Total 10052120380:					163.62	.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	27917	CLEANING THROUGH 2/19/22-POLICE STATI	03/04/2022	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	27950	CLEANING THROUGH 2/26/22-POLICE STATI	03/04/2022	119.00	.00		
Total 10052150210:					238.00	.00		
10052150340								
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-POLICE	03/04/2022	17.99	.00		
596 ch	ROBINSON'S MARKETING DIV I	27918	COPY PAPER-POLICE DEPT	03/04/2022	400.00	.00		
1015 c	ABENDROTH WATER COND INC	183435	POLICE STATION WATER	03/04/2022	21.00	.00		
Total 10052150340:					438.99	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	58.87	.00		
Total 10053100153:					58.87	.00		
10053100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	781.35	.00		
Total 10053100154:					781.35	.00		
10053100340								
5386 c	US DEPT OF TRANSPORTATIO	2022	DRUG & ALCOHOL CLEARING HOUSE	03/04/2022	16.00	.00		
Total 10053100340:					16.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	274.78	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053230153:					274.78	.00		
10053230154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	4,116.42	.00		
Total 10053230154:					4,116.42	.00		
10053230225								
130 ch	US CELLULAR	0492059655	DPW CELL PHONE	03/04/2022	44.98	.00		
3534 c	CHARTER COMMUNICATIONS	010138402192	DPW GARAGE PHONE & INTERNET	03/04/2022	64.98	.00		
Total 10053230225:					109.96	.00		
10053230340								
14 ch	AIRGAS NORTH CENTRAL	9122744418	CARBON DIOXIDE CYLINDER, AIR TIP	03/04/2022	146.67	.00		
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-MUNI GARAGE	03/04/2022	101.26	.00		
1009 c	FARM & FLEET CO	086397	ANGLE GRINDER	03/04/2022	199.00	.00		
3977 c	EDWARDSON PLUMBING	6085	REPAIR TOLIETS-MUNI GARAGE	03/04/2022	447.25	.00		
Total 10053230340:					894.18	.00		
10053310380								
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-STREETS	03/04/2022	74.49	.00		
514 ch	NELSON-YOUNG LUMBER CO	1121304/386/49	TRUCK #4	03/04/2022	167.00	.00		
2408 c	GORDIE BOUCHER FORD LINC	162557	TRUCK #1- ELEMENT	03/04/2022	66.90	.00		
2408 c	GORDIE BOUCHER FORD LINC	162810	TRUCK #8-LINK	03/04/2022	111.12	.00		
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-WIPER BLADES	03/04/2022	14.95	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-341928	TRUCK #8-AIR FILTER	03/04/2022	14.99	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-341981	TRUCK #12-SEMI MET BRAKE PADS	03/04/2022	50.99	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-341982	TRUCK #12-SEMI MET PADS, AIR FRESHENE	03/04/2022	49.38	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-341994	TRUCK #12-BRAKE PADS	03/04/2022	45.49	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-342001	TRUCK #12-TIE ROD END	03/04/2022	113.39	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-342001	TRUCK #12-SEMI MET PADS RETURNED	03/04/2022	45.19	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-342292	TRUCK #7-ROLL HEAT/HOSE	03/04/2022	5.37	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-342294	TRUCK#7-ANTIFREEZE, WIPER FLUID	03/04/2022	51.37	.00		
Total 10053310380:					720.25	.00		
10053310385								
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-GAS/DIESEL CHARGES	03/04/2022	1,659.27	.00		
Total 10053310385:					1,659.27	.00		
10053318340								
5371 c	NINJA DE-ICER, LLC	3127	BULK ROCK SALT	03/04/2022	5,039.87	.00		
Total 10053318340:					5,039.87	.00		
10053318385								
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-GAS/DIESEL CHARGES	03/04/2022	238.00	.00		
Total 10053318385:					238.00	.00		
10053400340								
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-TRAFFIC	03/04/2022	107.31	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053400340:					107.31	.00		
10054910340								
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-CEMETERY	03/04/2022	9.99	.00		
Total 10054910340:					9.99	.00		
10054910385								
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-GAS/DIESEL CHARGES	03/04/2022	197.50	.00		
Total 10054910385:					197.50	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	436.63	.00		
Total 10055110153:					436.63	.00		
10055110154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APR 22 HEALTH INSURANCE	03/04/2022	3,488.69	.00		
Total 10055110154:					3,488.69	.00		
10055200225								
130 ch	US CELLULAR	0492059655	PARK WIFI	03/04/2022	43.49	.00		
Total 10055200225:					43.49	.00		
10055200340								
194 ch	DEEGAN'S HARDWARE INC	FEB 2022	FEB 2022-PARKS	03/04/2022	45.55	.00		
514 ch	NELSON-YOUNG LUMBER CO	1121304/386/49	PICNIC TABLE HARDWARD/WOOD	03/04/2022	1,133.50	.00		
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-CHAINSAW	03/04/2022	729.95	.00		
4292 c	NORTHERN TOOL & EQUIPMEN	49571528	TILTING DRUM RING	03/04/2022	113.68	.00		
5020 c	UNITED LABORATORIES	INV340806	WEED/BRUSH KILLER, SMELL JEL	03/04/2022	1,279.39	.00		
5184 c	BUMPER TO BUMPER EDGERT	625-342236	NON-CHLORINE CLEANER	03/04/2022	39.72	.00		
Total 10055200340:					3,341.79	.00		
10055200385								
3404 c	BURNS FULL SERVICE LLC	FEB 2022	FEB 2022-GAS/DIESEL CHARGES	03/04/2022	7.80	.00		
Total 10055200385:					7.80	.00		
10055200820								
5385 c	HOOVER FENCE CO.	HF145724	HINGES FOR POLES-RTP NETTING	03/04/2022	1,286.70	.00		
Total 10055200820:					1,286.70	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	1726886	MARCH 2022 DENTAL INSURANCE	03/04/2022	29.44	.00		
Total 10056300153:					29.44	.00		
10056300154								
779 ch	WI DEPT OF EMPLOYEE TRUST	APRIL 2022	APRIL 2022 HEALTH INSURANCE	03/04/2022	390.68	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10056300154:					390.68	.00		
20357180820								
5383 c	MILLER, BRYAN & VICKI	PAY REQ #1	611 DOTY ST-HOME REVIVAL GRANT	03/04/2022	2,500.00	.00		
Total 20357180820:					2,500.00	.00		
40657120820								
731 ch	BAKER TILLY US, LLP	BT2011202	SERVICES 12/31/21 FINANCIAL STATEMENT	03/04/2022	2,558.30	.00		
Total 40657120820:					2,558.30	.00		
40657125820								
5113 c	STURM, RICHARD	1690	SUPERSIZED FACADE GRANT - 4 W FULTON	03/04/2022	6,251.00	.00		
5384 c	OKONIEWSKI, BRIAN	FEB 2022	SUPERSIZED FACADE GRANT-16 SWIFT ST	03/04/2022	10,000.00	.00		
Total 40657125820:					16,251.00	.00		
40657700820								
2936 c	MURPHY DESMOND LAWYERS	8143337	LEGAL SERVICES-5 ALBION ST	03/04/2022	280.00	.00		
Total 40657700820:					280.00	.00		
40757120820								
731 ch	BAKER TILLY US, LLP	BT2011202	SERVICES 12/31/21 FINANCIAL STATEMENT	03/04/2022	2,558.30	.00		
Total 40757120820:					2,558.30	.00		
40857120820								
603 ch	ROCK CO REGISTER OF DEED	6Z57P	ELECTRONIC REAL ESTATE TRANSFER	03/04/2022	58.50	.00		
731 ch	BAKER TILLY US, LLP	BT2011202	SERVICES 12/31/21 FINANCIAL STATEMENT	03/04/2022	1,279.15	.00		
Total 40857120820:					1,337.65	.00		
40957120820								
731 ch	BAKER TILLY US, LLP	BT2011202	SERVICES 12/31/21 FINANCIAL STATEMENT	03/04/2022	1,279.15	.00		
Total 40957120820:					1,279.15	.00		
60380840340								
934 ch	STAPLES CREDIT PLAN	7351362928	PENCILS, COPY PAPER, & BATTERIES	03/04/2022	7.39	.00		
Total 60380840340:					7.39	.00		
80024311								
604 ch	ROCK CO TREASURER	FEBRUARY 20	LOTTERY CHARGE BACKS	03/04/2022	815.24	815.24	02/22/2022	
Total 80024311:					815.24	815.24		
Grand Totals:					100,873.64	815.24		

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: \$100,873.64
Total Payroll Check Dates 2/25/2022: \$78,949.76
GRAND TOTAL OF GENERAL FUND: \$179,823.40

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 = 03/04/2022
 - Invoice Detail.Voided = No
-

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$ 10.00

Application Date: 3/2/2022

Town Village City of Edgerton

County of Rock

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

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

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

at the premises described below during a special event beginning 4/2/22 and ending 4/2/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name EDGERTON CHAMBER OF COMMERCE

(b) Address PO BOX 5
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President JONATHAN FREY

Vice President LEANNE CANTWELL 214 QUIGLEY ST

Secretary SANDRA LINSLEY

Treasurer KARA WITT

(g) Name and address of manager or person in charge of affair: JONATHAN FREY

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 112 SWIFT ST EDGERTON

(b) Lot _____ Block _____

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

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

3. Name of Event

(a) List name of the event TRIVIA - TRI COUNTY COMMUNITY

(b) Dates of event 4/2/2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Leanne Cantwell VP
(Signature / Date) 3/2/2022

EDGERTON CHAMBER OF COMMERCE
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

SECURITY AGREEMENT

To ensure the public's safety for your event, please answer the following questions to determine if adequate provisions are being made for alcohol sales and security at your event. Events serving alcohol will need to apply for the Temporary Class B license.

Estimated Attendance: 350 - 400

Type of Event: TRIVIA

Wholesaler: _____ All liquor must be purchased from a Wisconsin wholesaler.

1. Describe arrangements for the method and distribution of alcohol. Please include provisions to ensure service only to legal consumers.

CANS SERVED - WRIST BANDED AND ID CHECKS

2. Identify the licensed operators in charge of selling and distributing alcohol for the event.

DUSTY CAMPBELL _____

TOBACCO USE

City of Edgerton Ordinance prohibits the use of tobacco products within 25 feet of any outdoor seating areas, service lines and/or other outdoor public gatherings.

1. As the event organizers, will the City's ordinance prohibiting the use of tobacco products be enforced during your event?

YES

2. How will your event inform patrons of the prohibition?

ANNOUNCED

3. If a designated smoking area will be provided, where will it be located and how will you inform attendees on these areas?

OUTSIDE SMOKING ONLY

City of Edgerton Use Only

Reviewed by: _____ Date: _____

Approved

Denied

Police Department Recommendations:



Event Name: Edgerton Farmer's Market
Event Date: Saturdays - May 14 - Oct 29
9am - 1pm.

Special Event Permit Application

Event Name: Edgerton Farmer's Market
Event Date(s): May 14 - Oct 29 on Saturday mornings 9am-1pm
Advertised Time of Event: 9am - 1pm Event Website:
Requested Location: Central Park Parking Lot
 New Event Repeat Event Parade

Organization Name: Edgerton Farmer's Market Vendors
 For Profit Nonprofit (must provide proof of nonprofit standing) Other
Organization Address / City, State:
Organization Phone: 608-884-8504
Email: Website:

Event Planner/Contact Person: Dan + Marcia Reilly
Address / City, State: 10041 N. City Road - H
Cell Phone: Email:
Name of Contact On-Call during the Event: Dan + Marcia Reilly Cell Phone:

What day will SET UP begin? Sat. morn What time will SET UP occur? 8-9 am
What day will CLEAN UP occur? Sat. What time will CLEAN UP be complete? 1:30 pm

Estimated Attendance for this Event: 50-150 Previous Attendance for this Event: 50-150
How many event staff will be at the event: 3-12 vendors
Divide Attendance by 3 to determine number of vehicles: 1-5 (Use this to develop your parking plan)

This form can be submitted one year in advance of your event. Submission of this form and payment of the application processing fee will put your event on the events calendar, but does not guarantee approval of your event. A complete application must be submitted NO LATER THAN 30 DAYS before your event. Your event is not approved until all required forms are submitted, all fees paid, and you have received notification of approval for your event. The event packet will be reviewed by the Finance Committee and Common Council. A representative should be in attendance at the meetings.

I, the undersigned, certify that the statements contained herein and attached hereto are true, accurate and complete to the best of my knowledge and belief.

Dan Reilly

Applicant Signature

Feb 19 - 2022

Date

SECURITY AGREEMENT

To ensure the public's safety for your event, please answer the following questions to determine if adequate provisions are being made for alcohol sales and security at your event. Events serving alcohol will need to apply for the Temporary Class B license.

Estimated Attendance: 50-150

Type of Event: Farmers Market

Wholesaler: _____

All liquor must be purchased from a Wisconsin wholesaler.

1. Describe arrangements for the method and distribution of alcohol. Please include provisions to ensure service only to legal consumers.

No alcohol

2. Identify the licensed operators in charge of selling and distributing alcohol for the event.

TOBACCO USE

City of Edgerton Ordinance prohibits the use of tobacco products within 25 feet of any outdoor seating areas, service lines and/or other outdoor public gatherings.

1. As the event organizers, will the City's ordinance prohibiting the use of tobacco products be enforced during your event?

N/A

2. How will your event inform patrons of the prohibition?

3. If a designated smoking area will be provided, where will it be located and how will you inform attendees on these areas?

City of Edgerton Use Only

Reviewed by: [Signature]
Police Department Recommendations:

Date: 7/25/2008

Approved

Denied

FACILITY & EQUIPMENT NEEDS & COSTS

RACETRACK PARK _____ CENTRAL PARK X OTHER LOCATION _____
 ENTIRE PARK _____ BALL DIAMONDS _____ SHELTER RENTAL _____

EQUIPMENT

Picnic Tables 2 Barricades _____ Striping _____
 Trash Cans 2 Traffic Cones _____ Fencing _____
 Signs ✓ Posts _____ Benches _____

Please provide details to ensure all equipment needed is requested.

2 picnic tables & 2 trash cans near parking lot in central park as in previous years. Last year we used 4 of the city's no parking signs on Sat. mornings.

City of Edgerton Use Only

Reviewed by: A. Moser Date: 2/25/22 Approved Denied

Municipal Services Recommendations: _____

DEPOSIT AMOUNTS FOR CITY FACILITIES

Parking Lots	\$200.00
City Streets	\$200.00 (excluding neighborhood block parties)
Central Park	\$250.00
Racetrack Park	\$350.00

The Common Council has the discretion to charge a rental fee in addition to the deposit. Security deposit must be made at time of reservation application. The City reserves the right to assess the deposit fee to cover any cost of clean-up of any area within after the event. Deposits will not be refunded until all keys have been returned to City Hall and an inspection has been completed of the facilities, equipment and grounds. All equipment or supplies must be removed within 24 hours of the event such as tents, trucks, flatbeds, and etc.

Keys must be picked up at the City Hall before 4:00 PM on the day before the reservation facility or Friday (if a weekend reservation). Keys are to be returned on the following day by 8:00 AM in the office or behind the building in the drop box.



Event Name: Concerts in the Park
Event Date: Summer 2022

Special Event Permit Application

Event Name: Concerts in the Park Series
Event Date(s): See Attached

Advertised Time of Event: 6:30 pm Event Website: artscounciledgerton.com
Requested Location: Central Park - Menhall Pavillion
 New Event Repeat Event Parade

Organization Name: Arts Council of Edgerton
 For Profit Nonprofit (must provide proof of nonprofit standing) Other
Organization Address / City, State: P.O. Box 124, Edgerton WI 53534
Organization Phone: 513/235-1220 (cell) Greg Sack, Pres
Email: edgertonarts@gmail.com Website: artscounciledgerton.com

Event Planner/Contact Person: Karla Simpson
Address / City, State: Janesville, WI
Cell Phone: 608 436 0560 Email: sim6767@att.net
Name of Contact On-Call during the Event: _____ Cell Phone: _____

What day will SET UP begin? Day of Event What time will SET UP occur? 4:00pm
What day will CLEAN UP occur? Day of Event What time will CLEAN UP be complete? 9:00pm

Estimated Attendance for this Event: 150 Previous Attendance for this Event: 150 +/-
How many event staff will be at the event: 6 +/-
Divide Attendance by 3 to determine number of vehicles: 50 (Use this to develop your parking plan)

This form can be submitted one year in advance of your event. Submission of this form and payment of the application processing fee will put your event on the events calendar, but does not guarantee approval of your event. A complete application must be submitted NO LATER THAN 30 DAYS before your event. Your event is not approved until all required forms are submitted, all fees paid, and you have received notification of approval for your event. The event packet will be reviewed by the Finance Committee and Common Council. A representative should be in attendance at the meetings.

I, the undersigned, certify that the statements contained herein and attached hereto are true, accurate and complete to the best of my knowledge and belief.

Kerlan Almo, ALC Board
Applicant Signature

2/22/2022
Date

SECURITY AGREEMENT

To ensure the public's safety for your event, please answer the following questions to determine if adequate provisions are being made for alcohol sales and security at your event. Events serving alcohol will need to apply for the Temporary Class B license.

Estimated Attendance: 150 +/-

Type of Event: Concerts in the Park Series

Wholesaler: _____ All liquor must be purchased from a Wisconsin wholesaler.

1. Describe arrangements for the method and distribution of alcohol. Please include provisions to ensure service only to legal consumers.

None

2. Identify the licensed operators in charge of selling and distributing alcohol for the event.

TOBACCO USE

City of Edgerton Ordinance prohibits the use of tobacco products within 25 feet of any outdoor seating areas, service lines and/or other outdoor public gatherings.

1. As the event organizers, will the City's ordinance prohibiting the use of tobacco products be enforced during your event?

Yes

2. How will your event inform patrons of the prohibition?

Individually, As Needed

3. If a designated smoking area will be provided, where will it be located and how will you inform attendees on these areas?

N/A

City of Edgerton Use Only

Reviewed by: [Signature]

Date: 3/2/2022

Approved

Denied

Police Department Recommendations:

FACILITY & EQUIPMENT NEEDS & COSTS

RACETRACK PARK _____ CENTRAL PARK X OTHER LOCATION _____
 ENTIRE PARK _____ BALL DIAMONDS _____ SHELTER RENTAL _____

EQUIPMENT

Picnic Tables _____ Barricades _____ Striping _____
 Trash Cans X Traffic Cones _____ Fencing _____
 Signs _____ Posts _____ Benches _____

Please provide details to ensure all equipment needed is requested.

Two large trash cans, please, near Pavilion

City of Edgerton Use Only

Reviewed by: H. Meier Date: 3/2/22 Approved Denied
 Municipal Services Recommendations: _____

DEPOSIT AMOUNTS FOR CITY FACILITIES

Parking Lots \$200.00
 City Streets \$200.00 (excluding neighborhood block parties)
 Central Park \$250.00
 Racetrack Park \$350.00

The Common Council has the discretion to charge a rental fee in addition to the deposit. Security deposit must be made at time of reservation application. The City reserves the right to assess the deposit fee to cover any cost of clean-up of any area within after the event. Deposits will not be refunded until all keys have been returned to City Hall and an inspection has been completed of the facilities, equipment and grounds. All equipment or supplies must be removed within 24 hours of the event such as tents, trucks, flatbeds, and etc.

Keys must be picked up at the City Hall before 4:00 PM on the day before the reservation facility or Friday (if a weekend reservation). Keys are to be returned on the following day by 8:00 AM in the office or behind the building in the drop box.



Edgerton's Concerts in the Park Series

The 2022 band schedule is as follows:

Pink Houses – Wednesday, June 15, 2022 – 6:30 to 8:00 p.m.

- Alternate rain date is Wednesday, July 6, 2022
- A local nine-piece high energy band performing classic rock favorites through today's hits!
- Check them out at <https://www.facebook.com/pinkhousetheband>

Killarney Blarney – Wednesday, June 22, 2022 – 6:30 to 8:00 p.m.

- Alternate rain date is Wednesday, June 29, 2022
- A Madison band performing traditional Irish music, from classic to modern.
- Find out more at <https://www.facebook.com/KillarneyBlarney>

Brass Knuckles Brass Quintet with Percussion – Wednesday, July 20, 2022 – 6:30 to 8:00 p.m.

- Alternate rain date: is Wednesday, July 27, 2022
- From Madison, BK plays music from Renaissance to Jazz to Broadway to Lady Gaga!
- Read up on them at <https://www.facebook.com/masoncraig4>

Laura Doherty & The Heartbeats – Wednesday, August 3, 2022 – 6:30 to 8:00 p.m.

- Alternate rain: To Be Determined
- A 3-piece band from Chicago will be a favorite for all ages with catchy melodies and sweet, folk-inspired songs!
- Check them out at <https://www.facebook.com/lauradohertymusic>

Madison Brass Band – Wednesday, August 17, 2022 – 6:30 to 8:00 p.m.

- Alternate rain date is Wednesday, August 24, 2022
- A 30-piece brass and percussion ensemble using traditional British Brass Band instrumentation.
- Find out more at <https://www.facebook.com/madisonbrassband>

Dirty Groove – Wednesday, September 7, 2022 – 6:30 to 8:00 p.m.

- Alternate rain date is Wednesday, September 14, 2022
- You will enjoy the eclectic musical mix and funky style of this local 4-piece band.
- Read about them at <https://www.facebook.com/pg/thedirtygrooveband>

Memo

To: Common Council
From: Staff
Date: 3/4/2022
Re: March 7, 2022 Meeting

Worldwide Predator Hunters event packet: Representatives of the Worldwide Predator Hunters Inc have filed an event packet requesting to use Racetrack Park for an event to be held on Friday, June 24 and Saturday, June 25. The event will run from 5:00-11:00 pm on Friday and 11:00 AM- 11:00 PM on Saturday. The applicant has requested permission to start setting up at noon on Thursday, June 23 with clean up completed by 5:00 pm Sunday June 26.

The organizers have requested the park be fenced as they plan to charge admission. Profits will be used to benefit the Worldwide Predator Hunters organization with no proposal to use profits to support other local activities.

Staff has the following concerns about this application:

- **Renting the entire park.** There are several events (shelter rentals, ballfield use, and possibly the Conservation Club events) planned for that weekend. These other park users should not be expected to pay admission to the park and may object to a large event with bands and many other activities. Please recall the conflict that resulted from an entire park rental and users with reservations of other park facilities that occurred during the fireworks event last year. The Council should discuss policies regarding entire park rental. Additionally, renting the park and charging admission requires the installation of extensive fencing. The Director of Municipal Services recommends the fees to install and remove the fence not be waived as this is a very time-consuming activity.
- **Attorney General opinion about vigilante groups:** The WI Attorney General states the type of activities undertaken by groups such as the Worldwide Predator Hunters are illegal. (See attached.)
- **4th of July:** The 4th of July celebration is the weekend following this proposed event. Two weekends in a row of overtime intensive events will be difficult to staff for the police department.

Staff recommends the Council deny the event packet for the Worldwide Predator Hunters. If the Council elects to approve the packet the following items should be discussed: dirt bike demonstrations, a petting zoo, closing hours of the event, and dumpster charges.

Event Dumpster Charges: The city's previous solid waste contractor provided and emptied dumpsters for Chilimania and Tobacco Days at no charge. Our current carrier charges for these services. Due to a billing error, the city just received invoices for dumpster services for these two events in the amounts of \$236.68 for Tobacco Days and \$758.52 for Chilimania. The Council should decide if the city will absorb these expenses, or if the events should be billed for those services.

Going forward, the Council's motion regarding waiving fees should clearly state whether the City will waive dumpster fees; if the city will invoice the event for those charges; or if the city will require the organizations to contract directly for dumpsters.

Surplus items: The Municipal Services Director recommends the Council declare the following items surplus: a lawn mower, 6 chainsaws, a welder, and a backpack leaf blower.

Cedar Contract for Bipartisan Infrastructure Law (BIL) application for W Fulton Street pavement replacement: In your packet is the contract with Cedar Corp for the design engineering for W Fulton Street that Council discussed at the last meeting. Please recall we estimate that \$25,000 of the total charges will be incurred prior to a grant announcement.

milwaukee journal sentinel

CRIME

State warning: Don't take part in vigilante actions against suspected online child predators



Bruce Vielmetti

Milwaukee Journal Sentinel

Published 4:56 p.m. CT Aug. 26, 2019 | Updated 7:11 a.m. CT Aug. 27, 2019

Wisconsin's top cop made an unusual plea to state residents Monday: Don't try to take the law into your own hands against suspected online child predators.

The founder of one Wisconsin group that confronts potential predators said he and his cohorts are not vigilantes and have cooperated with police.

In a news release, Attorney General Josh Kaul cited "a resurgence of civilians attempting to lure suspected online predators has occurred in Wisconsin."

"Vigilante 'sting' operations are illegal, they put innocent bystanders in danger, and they can increase the chance that someone who has committed a crime will go free," Kaul said in a news release.

"Law enforcement officers, in coordination with prosecutors, are best able to safely apprehend suspects and to ensure that someone who has committed a crime is successfully prosecuted."

The warning comes after a June incident in Johnson Creek, in which members of World Wide Predator Hunters posed online as a young teen and lured someone to that city. What exactly happened was not explained in Kaul's release. A spokesperson at the Jefferson County District Attorney's Office said the matter is under investigation.

The Predator Hunters group founder, Jay Pretty, 38, of Edgerton, said he thinks Kaul's news release was a response to a Madison TV station's recent report on the one-year anniversary of the group.

Pretty says his group is active in three states and is growing. He said he's confronted about 50 men who thought they were meeting underage girls for sex around Wisconsin.

"We're not vigilantes," he said. "If you were a vigilante, you'd beat the hell out of these people and be done with it," not turn over his chat logs and video to police.

Pretty says volunteers create decoy profiles in chat rooms and the predators initiate sexual talk. If it progresses far enough, they set up meetings at public places where volunteers with cameras confront the arriving men, like the former NBC show "To Catch a Predator."

He said police try to persuade him to stop "for my own safety," but that his group will never stop. None of his subjects has ever responded violently, he said.

The group has posted video of several confrontations on its YouTube channel. In at least one, in Minnesota, local police had a man under surveillance and arrested him after he drove off from questioning by the group's volunteers.

In another, from Janesville in July, Pretty asks a man, "What was going through your head?" When confronted with comments from a chat log, the man says he was only joking.

"That's what all you predators say," Pretty says. "I'm telling you, stay off them apps. If I catch you on them apps again, it's going to be even worse."

In the wake of the Johnson Creek incident in June, Jefferson County District Attorney Susan Happ stated that even well-intended citizens rarely conduct their investigations in a way that will lead to a successful prosecution, and, in fact, usually hamper or prevent prosecution.

Critical evidence might be destroyed by the suspect or compromised, or later suppressed by a judge because of procedural violations traceable to the vigilantes.

A confronted suspect could also turn violent.

Matt Joy, director of the state's Internet Crimes Against Children task force, said his group has seen increased activity by the citizen groups or individuals over the past year, even though the popular NBC show stopped airing in 2015.

He estimated fewer than a dozen groups based in and outside Wisconsin have been active in luring suspected predators to Wisconsin. He said none of the incidents has resulted in criminal prosecutions.

"I would say it's trending nationally," Joy said. "Colleagues in other states describe this" kind of private investigations activity as well.

He stressed that the safer, better way for people to help stop online predators is to contact police as soon as they learn about suspicious activity.

"You never know how someone's going to react" to being confronted, he said. "People who commit these crimes know they're in very serious situations."

The National Center for Missing and Exploited Children operates a web-based tip line. Joy said that clearinghouse sent nearly 2,200 leads to the Wisconsin task force last year. The number of such referrals has grown every year, he said.

RELATED: Posing as teen online, Wisconsin man got girls in 4 states to send hundreds of lurid photos, police say

RELATED: Wisconsin man, 52, sentenced to 15 years for computer sex crime

Contact Bruce Vielmetti at (414) 224-2187 or bvielmetti@jrn.com. Follow him on Twitter at [@ProofHearsay](https://twitter.com/ProofHearsay).



Event Name: Worldwide Help The Hunt
Event Date: June 24-25

Special Event Permit Application

Event Name: Worldwide Predator Hunters Help The Hunt
Event Date(s): June 24th & 25th 2022

Advertised Time of Event: _____ Event Website: _____

Requested Location: Racetrack Park - Edgerton
 New Event Repeat Event Parade

Organization Name: Worldwide Predator Hunters Inc
 For Profit Nonprofit (must provide proof of nonprofit standing) Other

Organization Address / City, State: 302 Randolph St Edgerton WI 53534

Organization Phone: 608 213 0734

Email: worldwidepredatorhunters@gmail.com Website: Facebook - worldwide Predatorhunters Inc.

Event Planner/Contact Person: Johnny Pretty

Address / City, State: 302 Randolph St. Edgerton WI 53534

Cell Phone: _____ Email: _____

Name of Contact On-Call during the Event: Johnny Pretty Cell Phone: 608-213-0734

What day will SET UP begin? June 23, 22 What time will SET UP occur? NOON

What day will CLEAN UP occur? June 26 What time will CLEAN UP be complete? 5PM

Estimated Attendance for this Event: 300+ Previous Attendance for this Event: FIRST YEAR

How many event staff will be at the event: 75

Divide Attendance by 3 to determine number of vehicles: 100 (Use this to develop your parking plan)

This form can be submitted one year in advance of your event. Submission of this form and payment of the application processing fee will put your event on the events calendar, but does not guarantee approval of your event. A complete application must be submitted NO LATER THAN 30 DAYS before your event. Your event is not approved until all required forms are submitted, all fees paid, and you have received notification of approval for your event. The event packet will be reviewed by the Finance Committee and Common Council. A representative should be in attendance at the meetings.

I, the undersigned, certify that the statements contained herein and attached hereto are true, accurate and complete to the best of my knowledge and belief.

[Signature]
Applicant Signature

2/11/22
Date

SECURITY AGREEMENT

To ensure the public's safety for your event, please answer the following questions to determine if adequate provisions are being made for alcohol sales and security at your event. Events serving alcohol will need to apply for the Temporary Class B license.

Estimated Attendance: 300

Type of Event: Awareness

Wholesaler: info from board pending All liquor must be purchased from a Wisconsin wholesaler.

1. Describe arrangements for the method and distribution of alcohol. Please include provisions to ensure service only to legal consumers.

Identification check area 7 2000 21+ up will receive bracelets.

2. Identify the licensed operators in charge of selling and distributing alcohol for the event.

TOBACCO USE

City of Edgerton Ordinance prohibits the use of tobacco products within 25 feet of any outdoor seating areas, service lines and/or other outdoor public gatherings.

1. As the event organizers, will the City's ordinance prohibiting the use of tobacco products be enforced during your event?

We will enforce it the best we can

2. How will your event inform patrons of the prohibition?

Announcements

3. If a designated smoking area will be provided, where will it be located and how will you inform attendees on these areas?

We will enforce City requirements the best that we can and remind others to be at least 25 ft or more from seating areas - volunteers will be reminded too

City of Edgerton Use Only

Reviewed by: R. Pawasch

Date: 2/23/2022

Approved

Denied

Police Department Recommendations:

SEE ATTACHED

Worldwide Predator Hunters Inc.

302 Randolph St.
Edgerton, Wi.
608-213-0734

15th February 2022

Edgerton City Council,

Worldwide Predator Hunters is interested in hosting our first annual event to raise awareness for children and parents pertaining to online safety as well as safety in the community at Racetrack Park in the City of Edgerton.

The name of the event is, Worldwide Predator Hunters Help The Hunt.

I would like to begin by giving everyone a brief description of what Worldwide Predator Hunters, also known as WwPH does.

Worldwide Predator Hunters is a non-profit 501(C)3 Organization, that combats online predators against children. Our decoys frequently known apps. and websites that are known for predatory behavior, and it is there that our decoys who are all over the age of 18 pose as 12 or 15 year old male and female decoys and wait to be contacted by a possible predator. Once WwPH has gathered all chat logs, photos and everything is completed the identity of the predator, law enforcement is contacted to take on the case, if they decline to do so the decoy will set up a meet with the predator and WwPH's hunters will then meet with the predator and expose them to the community as they are being confronted and video footage is taken for everyone's safety as well. Once that is completed there are some law enforcement agencies that will make a case with video exposure as well and there's also been team members in other states that are permitted to do ride alongs as well and take place in the arrest as well as stream the arrest.

Worldwide Predator Hunters works with several agencies within the United States and has had 40 successful convictions. (See attached list of agencies)

On June 24th and 25th, 2022 Worldwide Predator Hunters would like to have the following events for the community to come and enjoy:

- Music, some from other states and Djs.
- Alcohol (served in a designated area)
- Food Vendors
- Vendors (crafts, etc.)

-
- Activities for the kids
 - Bounce house
 - Dunk Tank
 - Face Painting
 - Clowns
 - Magician
 - Children Entertainer (Mr. Pickles who performs at library events, still trying to make contact or another)
 - Petting Zoo (If permitted by the council and would consist of chickens, ducks, rabbits, a goat and possibly pony rides and a calf.
 - Dirt Bike Demos (possibility)
 - Police booth (dog) If possible)
 - Military Vendor (if possible)
 - Air medical for families to observe (if possible)
 - 50/50 Raffles
 - Raffles

Some of these events are in pending status until a decision of approval from the council is obtained and there may be a possibility if more and the information would be provided.

Worldwide Predator Hunters would also provide things such as Fire and EMT or off duty medical staff. Also Volunteers for things like stocking any alcohol, changing trash and any other necessary duties, we will also have professional security as well and we will follow all rules of the city ordinances.

Worldwide Predator Hunters would also ask the council that the ending time of the event be 11pm and not dusk?

We have included a rough draft of what the flyer would look like also.

Sincerely,

Worldwide Predator Hunters Inc.

Johnny Pretty President & Founder

608-213-0734



ALABAMA

Alabama State Bureau of Investigations

CALIFORNIA

Del Norte Sheriff's Office – (Crescent City,CA)

Kern County Sheriff's Office (Bakersfield,CA)

COLORADO

Larimer County-agency unknown

ILLINOIS

Crystal Lake Police Department

Dixon Police Department

Freeport Police Department

Johnson County Sheriff's Office (Goreville,IL)

Kane County (agency unknown. Possibly Carpentersville Police Department)

Lake County Sheriff's Office

Loves Park Police Department

McHenry Police Department

Rockford Police Department

South Beloit Police Department.

Machesney Park

MINNESOTA

Maple Grove Police Department Minnesota Bureau of Criminal Apprehension (BCA)

OREGON

Curry County Sheriff's Office

Grants Pass Police Department

Josephine County Sheriff's Office

WISCONSIN

Jefferson County Sheriff's Office(Johnson Creek,WI)

Worldwide Predator Hunters Inc.
Minutes, January 16th 2002

Present are:

Johnny Pretty - Founder

Tom Sawyer - Secretary

Todd Thomas - Director

Jennifer Pretty - Director

Johnny Pretty - Treasury

Agenda

- Event Determination
- Venue Location
- Event Requirements

Board spoke of having an event to raise awareness for children and their families, this event could also be something that could take place yearly if everything turns out good.

Board members have given ideas as to where the event would take place.

- Venue Recommendations:
 - Sweet Mini Haha in Broadhead, Wisconsin and this would also involve camping as well.
 - Green County Fairgrounds, Monroe, Wisconsin, Would permit us an extreme amount of space as well as camping.
 - Racetrack Park, Edgerton, Wisconsin. Worldwide Predator Hunters Inc. is based out of Edgerton and would be an excellent place to have our first event.

Board agrees that Racetrack Park in Edgerton, Wisconsin would be the best place to do it since Worldwide Predator Hunters is based out of Edgerton.

Board also agrees that the Founder, Johnny Pretty, obtain all necessary information to obtain the venue for this event which would be Racetrack Park in the city of Edgerton, Wisconsin, by the next board meeting, Johnny also asks that the board gives permission to be able to contact some musicians in order to help put them together for the event.

All board members approve.

Johnny Pretty also asks that any deposits for the venue be paid.

Board Approves.

Board agrees to meet again on January 30th for their 2 week meeting and will discuss this event more.

Secretary

Tom Sawyer

01/16/22

Worldwide Predator Hunters Inc.
Minutes, January 30th 2002

Present are:

Johnny Pretty - Founder

Tom Sawyer - Secretary

Todd Thomas - Director

Jennifer Pretty - Director

Johnny Pretty - Treasury

- Agenda
- Venue Details
- Licensing (All that need to be obtained)
- 14 Licensed bartender class and licensing
- Vendors
- Security
- Medical Staff

Johnny has spoke with an individual at The City Hall in Edgerton, Wisconsin.

Johnny states that the individual he spoke with informed him that the deposit to hold the date for the event would be \$350.00 and that the rest of the payment would be \$350.00 once everything is approved.

Johnny states there's some forms that need to be filled out, Johnny has obtained the forms. Board agrees that the forms may be filled out by Director Jennifer Pretty since she and Johnny are located in Edgerton. Jennifer will also fill out papers for the insurance, write any letters and attach any forms.

Licensing and permits -

Johnny has spoken with an individual that informed him that there will be a licensing to have any alcohol in Racetrack Park, Edgerton, Wisconsin.

All bartenders must obtain a licensing which will also require a class.

Jennifer Pretty asks that the board consider paying for the class as well as the licensing.

Board approves due to being a volunteer.

Board determined that we would need 14 licensed bartenders, 4 hour shifts, 2 individuals per shift.

A volunteer within the team of Worldwide Predator Hunters has asked that the board consider vendors. (Food & retail)

Board would like to know more details.

Board has spoken of security and medical staff.

Board agrees to talk about security and medical staff at the next meeting.

Secretary

Tom Sawyer

01/16/22

Worldwide Predator Hunters Inc.
Minutes, February 13th, 2022

Present are:

Johnny Pretty – Founder
Tom Sawyer – Secretary
Todd Thomas – Director
Jennifer Pretty – Director
Johnny Pretty – Treasury

Agenda:

- Continue conversation of security and medical staff
- Sponsor Packages
- Volunteers and what areas we will need them in
- Event ideas
- Dues
- Volunteers for the team

Johnny has obtained information from a security agency that would possibly sponsor Worldwide Predator Hunters Inc. they ask that they be contacted once more information pertaining to the event is obtained, once completed a plan will be put in place if the security company is chosen.

If it's not obtained we will move forward and find another agency.

Sponsor Packages:

Jennifer asks if sponsor packages have completed or still in the making. Todd Thomas also Events Administration states they're still in the process and will be completed soon but a rough draft of a flyer has been completed to be able to present to the Edgerton City Council as a demonstration.

Volunteers:

What will we be in need of and duties?

We will need volunteers for the following duties:

- Extra bartending staff.
- Stocking
- Checking Identification for liquor consumption, bracelets as well.
- Collecting Entry Fees
- Parking direction
- Clean up and bathroom checks
- Event staff to help security (more eyes)
- Individuals To Observe the children's area
- Any other areas will be determined at a later time
- Background checks

Tom asks if there's any other ideas at this time.

Board states there's not at this time.

Jennifer asks that board meetings become weekly and not bi – weekly while event decisions need to be determined that the board is not having to wait the 2 week period for another meeting for things to be voted on.

Board will discuss it at the next meeting.

Board would also like to vote on the change of dues.

Instead of being \$8.00 per month by the 15th of each month that they are just \$10. Per month and no late fees.

Board agrees.

Team Volunteers:

All team needs to start advertisement for staff.

Volunteers for the event MUST all be background checked first.

Board Agrees.

Board agrees the next Board Meeting will be February 27th, 2022 with the possibility of weekly meetings to take place due to event.

City of Edgerton SECURITY AGREEMENT

Event: Worldwide Predator Hunters –Help the Hunt

Name of Group Sponsoring Event: Worldwide Predator Hunters

Date of Event: June24th & 25th, 2022 (no rain date listed)

Police Department recommendations for services including costs:

The application packet for the Worldwide Predator Hunters-Help the Hunt event indicated there will be beer and wine sold at this event. Event organizers indicated they will be responsible for checking ID's. The Special Events packet also indicated event organizers will issue a visible wristband to those patrons who meet the state requirement to purchase alcohol. The packet indicated they will have 14 bartenders which will require the organizers to provide copies of their licenses and each bartender must undergo a background check conducted by the Edgerton Police Department. Also a background check will be required for the permit holder.

The Police Department concurs with the issuing of a colored wristband for attendees at the event who are eligible to purchase alcohol. A different colored wristband will be required for each day. The Police will partner with the event organizers to monitor those consuming alcohol and ensure it is not being given to those who are underage.

For security at the liquor service area it is recommended that **4 Officers** be hired for **5 hours** for a total of **10 hours** at a rate of **\$56.76** total cost **\$2270.40**. It is also recommended that an additional **Road Officer** be hired for **5 hours** for **10 hours** total cost **\$567.60**, combined total of **\$2838.00**. It should be noted that this is based on the bands starting at 6:00pm.

Security for Sale of Alcohol:

Friday (6/24) 4 Officers – 5 hrs. @ \$56.76 = \$1135.20

Saturday (6/25) 4 Officers – 5 hrs. @ \$56.76 = \$1135.20

Road Officers 2nd Shift:

Friday (6/24) 1 Officers – 5 hrs. @ \$56.76 = \$283.80

Saturday (6/25) 1 Officers – 5 hrs. @ \$56.76 = \$283.80

***If it is determined the event requires Officers for the duration of the event due to the sale of alcohol at the park Friday, June 24th and Saturday, June 25th the rate for 4 Officers and 1 Road Officer will be as follows.

Security for Sale of Alcohol:

Friday (6/24) 4 Officers – 7 hrs. @ \$56.76 = \$1589.28

Saturday (6/25) 4 Officers – 12 hrs. @ \$56.76 = \$2724.48

Road Officers 2nd Shift:

Friday (6/24) 1 Officers – 7 hrs. @ \$56.76 = \$397.32

Saturday (6/25) 1 Officers – 12 hrs. @ \$56.76 = \$681.12

Total: \$5392.20





Signature

Date

Robert J. Kowalski

Chief of Police

Edgerton Police Department

HELP THE HUNT WORLDWIDE PREDATOR HUNTERS

INVITES YOU TO JOIN US

Helping raise awareness and financial support

\$10.00
PER DAY

JUNE 24TH & 25TH

**NONPROFIT
ORGANIZATION**

FRIDAY 4pm - 11pm SATURDAY 11am - 11pm

**LIVE MUSIC · KIDS ACTIVITIES · FOOD
BEER & WINE GARDEN**

**MULTIPLE VENDORS · FACE PAINTING
BOUNCY HOUSE AND MUCH MUCH MORE!**

**FROM
ASHES
TO
EMBERS**

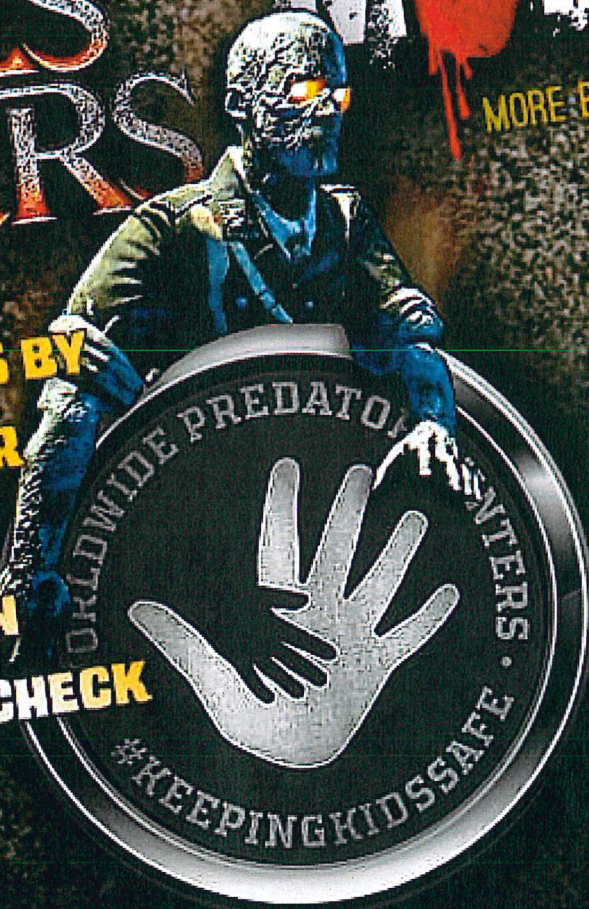
W W DIE FIRE

MORE BANDS TO BE ANNOUNCED.....

**DEBUT OF
THE NEW
WWPH
THEME SONG
"THE CHASE"**

**PERFORMANCES BY
CHAD FOSTER
ALEX
GUSTAFSON
MICHAEL MIC CHECK**

MORE TBA...



WE ARE A NONPROFIT ORGANIZATION THAT'S DESIGNED TO HELP PROTECT CHILDREN FROM ONLINE PREDATORS AND AIDE IN THEIR PROSECUTION WITH LOCAL LAW ENFORCEMENT.

RACETRACK PARK EDGERTON WISCONSIN

PAID

FEB 10 2022

Application for Temporary Class "B" / "Class B" Retailer's License

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

CITY OF EDGERTON
FEE \$ 10.00

Application Date: 2/4/22

County of Rock

Town Village City of Edgerton

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

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

at the premises described below during a special event beginning 6-24-22 and ending 6-26-22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
 - Church
 - Lodge/Society
 - Veteran's Organization
 - Fair Association or Agricultural Society
 - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

501(c)3

(a) Name Worldwide Predator Hunters Inc.

(b) Address 302 Randolph St Edgerton WI 53534
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President Johnny Pretty

Vice President _____

Secretary Tom Sawyer

Treasurer Johnny Pretty

(g) Name and address of manager or person in charge of affair: Todd Thomas & Jennifer Pretty

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 900 Stoughton Rd

(b) Lot _____ Block _____

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

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

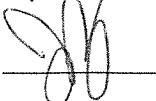
3. Name of Event

(a) List name of the event Worldwide Predator Hunters Help the Hunt

(b) Dates of event June 24th & 25th

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  (Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

TWO PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN CITY OF EDGERTON (MUNICIPALITY)
AND CEDAR CORPORATION (CONSULTANT) FOR

*Project ID: TBD
C EDGERTON, W FULTON STREET
DALLMAN RD TO WIS 59
LOCAL STREET, ROCK COUNTY*

This CONTRACT made and entered into by and between the MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY, West Fulton Street, Dallman Rd to WIS 59, Pavement Replacement (PROJECT).

The MUNICIPALITY deems it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The MUNICIPALITY REPRESENTATIVE is: Ramona Flanigan, City Administrator, 12 Albion Street, Edgerton, WI 53534, rflanigan@edgerton.wi.gov, (608) 884-3341.

The CONSULTANT REPRESENTATIVE is: Bill Betzig, Sr. Project Manager, 2820 Walton Commons West, Suite 142, Madison, WI 53718, bill.betzig@cedarcorp.com, (608) 237-5841

The CONSULTANT SERVICES will be performed for the MUNICIPALITY located at, 12 Albion Street, Edgerton, WI 53534 and will be completed by March 1, 2023. Deliver PROJECT documents to 12 Albion Street, Edgerton, WI 53534 unless other directions are given by the MUNICIPALITY.

For design engineering services for the PROJECT, actual costs to the CONSULTANT up to \$76,236.47.

For Soils Investigation subcontracted to CGC, Inc. the CONSULTANT'S actual cost to CGC, Inc. based on a lump sum of \$1,345.00.

For Preliminary Cultural Resources Review/Screening Soils desk-top level review subcontracted to Commonwealth Heritage Group, the CONSULTANT'S actual cost to Commonwealth Heritage Group based on a lump sum of \$500.00.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$78,081.47.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Two-Party Design Engineering Services Contract, dated March 7, 2022. CONSULTANT acknowledges receipt of a copy of these standard provisions.


TWO PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions/Scope of Services which are annexed and made a part of this CONTRACT, consisting of 7 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: 

Title: Sr. Project Manager, Cedar Corporation

Date: 3-3-2022

For the MUNICIPALITY

By: _____

Title: Mayor, City of Edgerton

Date: _____

TWO PARTY DESIGN CONTRACT SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

Pavement Design Report to be approved by the MUNICIPALITY.
DSR
TMP Type 2

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval prior to submittal to the DEPARTMENT.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

- (1) Historical and Archaeological Surveys and Studies:
 - (a) Screening will be submitted by the DEPARTMENT for project ID (To Be determined) as soon as the project has been approved and an SMA has been developed. The project does not anticipate any right-of-way needs. It is anticipated that the project will be added to the screening list for both archaeology and history.
 - (b) A Preliminary Cultural Resources Review/Screening will be prepared by Commonwealth Heritage Group. This review will consist of a preliminary desktop-level review of the Wisconsin Historic Preservation Database (WHPD) to determine if any previously surveyed properties and known archaeological and burial sites are in the project area. They may also look at Google Street View (if available) to "drive" the project corridor to see if there are any other potential "red flags." The results of the review would be summarized in an email. This does not take the place of item (a) above.

- (2) Hazardous Materials/Contamination Assessments
 - (a) Conduct a WisDOT Phase 1 Hazardous Materials Assessment Site Summary Checklist for the PROJECT in accordance with the MANUAL.
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when the WisDOT Phase 1 Hazardous Materials Assessment Site Summary Checklist indicates further work is needed.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.
- (3) Wetland Investigations
 - (a) Wetland determination is not anticipated as the project will be designed to stay within the existing shoulder points.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.
- (2) U.S. Fish & Wildlife Service (USFWS) Permits:

Evaluate the effects of the PROJECT in accordance with 50 CFR Part 13 and the MANUAL. Provide information to the DEPARTMENT for coordination.
- (3) Storm Water Management & Erosion Control:

For projects disturbing an acre or more of land, erosion control and storm water measures must adhere to the Wisconsin Pollutant Discharge Elimination System Transportation Construction General Permit (TCGP) for Storm Water Discharges. The CONSULTANT will submit the final concurrence to the DEPARTMENT for review. The CONSULTANT will revise and submit to WDNR.
- (4) Tribal Affairs:

Provide tribal E-Mail and supporting documents to the DEPARTMENT for tribal coordination to be submitted by the DEPARTMENT to the tribes.

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

Railroad coordination/negotiations/agreements will be performed by the DEPARTMENT.

(2) Utility Coordination

The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects and the Local Program Utility Coordination Task List (July 2018).

Perform all utility coordination in accordance with:

- (a) The MANUAL
- (b) Non - TRANS 220
- (c) The WisDOT "Guide to Utility Coordination"
- (d) The "Local Project Utility Coordination Task List".

(3) The DEPARTMENT/MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) Utility Negotiations/Agreements

The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding 1 virtual public involvement meeting by means of a Power Point Presentation explaining to the public concepts and probable impacts of this PROJECT. The Power Point Presentation will be made available for viewing on the MUNICIPALITY'S web site.
- (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).

- (c) Prepare a summary report after the public involvement meeting(s).
- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
- (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

F. MEETINGS

- (1) Attend the pre-construction conference by calling in or attending as scheduled by the DEPARTMENT.

G. LOCATING

Locating not required

H. SURVEYS

- (1) Conduct surveys that provide information necessary for the preparation of plans (no plat required).

I. SOILS AND SUBSURFACE INVESTIGATIONS

- (1) Perform (3) 5-foot borings of the existing pavement structure, in order to determine quantities and qualities of materials available for project needs.
- (2) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992 guidelines titled "Wisconsin Department of Transportation Geotechnical Unit -Drilled Borehole and Monitoring Well Abandonment Procedures".

Record final borehole location; station and referenced offset and elevation. CONSULTANT shall provide final boring location GPS coordinates and provide a Google Earth image of project site showing coordinate correct as-drilled boring locations.

- (3) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

- (4) Transmit to the DEPARTMENT gINT software boring logs for all completed borings, using the DEPARTMENT'S gINT template (contact Dan Reid for the template, 608-246-7946). Send these to the following email location at the time of PSE submittal: DOTDTSDGeotechnicalgINT@dot.wi.gov.
- (5) Transmit to the DEPARTMENT all soils laboratory testing summary and testing data sheets for tests performed on the soil and rock samples collected during the investigation. In addition, transmit the results of any field tests including vane shear tests, pressure meter tests and cone penetrometer tests. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSDGeotechnicalSirLab@dot.wi.gov.
- (6) Transmit to the DEPARTMENT all Soil Reports relating to structures, roadways, pavements and environment. Send this in a .pdf format that references the DEPARTMENTS design project I.D., and send them to the followings email location at the time of PSE submittal: DOTDTSDGeotechnicalSirLab@dot.wi.gov

J. ROAD PLANS

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

- (1) Marking and Signing Plan
- (2) Project Overview - Single Sheet Schematic Drawing
- (3) Traffic Control Plan
- (4) Storm Sewer Plan (if necessary)

K. STRUCTURE PLANS

Structure Plans are not required

L. PLATS

Plats not Required.

M. HIGHWAY SYSTEM CHANGES

Highway System Changes not required.

N. TRAFFIC

Submit simplified traffic forecast to the MUNICIPALITY for approval.

O. SERVICES PROVIDED BY THE DEPARTMENT & MUNICIPALITY

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- (1) CDR
- (2) State Municipal Agreement
- (3) FIIPS Summary and FIIPS Category Funding

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Traffic Data
- (2) Existing as-built plans

PROSECUTION AND PROGRESS

- (1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the MUNICIPALITY and the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to:
 - (a) Soils and Subsurface Investigations

CGC, Inc.
2921 Perry Street
Madison, WI 53713
 - (b) Preliminary Cultural Resources Review/Screening

Commonwealth Heritage Group
8669 N. Deerwood Dr.
Milwaukee, WI 53209
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by March 7, 2022

Report Title	Date
Submit Application	April 1, 2022
Soils Report	April 2022
Pavement Design Report	April 2022
Initial Project Review	April 2022
Preliminary Road Plan	May 2022
Environmental Document (CEC)	May 2022
Design Study Report	May 2022
Final Road Plans	June 15, 2022
Final P.S. & E.	August 1, 2022
LET	November 8, 2022

Exhibit 1
Project I.D.
 C EDGERTON, W FULTON STREET
 DALLAMAN RD TO WIS 59
 LOCAL STREET, ROCK COUNTY
Cedar Corporation
 LABOR HOURS SUMMARY

Activity	Senior Engineer		Project Manager		Engineer		Surveyor		Technician		Clerical		TOTAL	
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
740 PROJECT MANAGEMENT AND ADMINISTRATION														
740.1 PREPARE PROJECT INSTRUCTIONS	2	\$304.00	19	\$2,949.71	2	\$220.00	1	\$110.00	2	\$220.00			26	\$3,803.71
740.2 INTERNAL KICK-OFF/ORGANIZATIONAL MEETING	1		1		1		1		1				5	
740.3 DEVELOP DOCUMENTATION PROCEDURES AND FILING SYSTEMS	1		4		1		1		1				7	
740.4 PROGRESS, COORDINATION & REVIEW MEETINGS (INTERNAL)	1		2										3	
740.5 SUBCONSULTANT MANAGEMENT	1		8										9	
740.6 MONTHLY MONITORING & INVOICING													8	
741 PRELIMINARY DESIGN	13	\$1,976.00			78	\$8,580.00			56	\$6,160.00			147	\$16,716.00
741.1 TRAFFIC CONTROL AND STAGING	2				8				4				14	
741.2 DRAINAGE	2		10		10				4				12	
741.3 INTERSECTIONS	4		16		16				4				24	
741.4 GENERAL	2		20		20				12				34	
741.5 STREET - PLAN ON PLAN	2		4		4				4				10	
741.6 DETAILS	2		20		20				16				38	
741.7 CROSS SECTIONS	1		4		4				8				13	
741.8 PAVEMENT MARKING & SIGNING	1		4		4				8				13	
742 FINAL DESIGN	11	\$1,672.00			54	\$5,940.00			50	\$5,500.00			115	\$13,112.00
742.1 TRAFFIC CONTROL AND STAGING	1		8		8				4				13	
742.2 DRAINAGE	1		8		8				4				13	
742.3 INTERSECTIONS	2		8		8				8				18	
742.4 GENERAL	2		8		8				2				10	
742.5 STREET - PLAN AND PROFILE	4		8		8				12				24	
742.6 DETAILS	1		12		12				10				22	
742.7 CROSS SECTIONS	1		2		2				2				5	
742.8 PAVEMENT MARKING & SIGNING	1		8		8				2				10	
742.9 EARTHWORK	1		8		8				4				13	
743 PUBLIC INVOLVEMENT	25	\$3,881.20			14	\$1,540.00			4	\$440.00			59	\$7,221.20
743.2 PREPARE EXHIBITS (PowerPoint)	8		8		8				2				22	
743.3 PREPARE HANDOUTS	4		4		4				2				10	
743.4 ASSIST PREPARING SUMMARY REPORT	4		4		4				2				10	
743.5 DISCUSSION + DISPOSITION OF COMMENTS	3		3		3				2				8	
743.6 PREPARE MAILING INVITES AND MAIL	6		6		6				2				14	
746 AGENCY/UTILITY COORDINATION	24	\$3,725.95											24	\$3,725.95
746.1 SECTION 401 AND 402	16		16		16				4	\$440.00			20	\$2,925.97
746.2 UTILITY COORDINATION WITH DEPARTMENT	8		8		8				4	\$440.00			12	\$1,360.00
746.3 MEETINGS AND CONFERENCES	16	\$2,483.97	16	\$2,483.97	4	\$440.00							36	\$5,407.94
747 PRECONSTRUCTION CONFERENCE	4		4		4								8	
748 REPORTS	9	\$1,368.00	56	\$9,693.89	2	\$220.00							67	\$10,281.89
748.3 ENVIRONMENTAL REPORT (CEC)	32		32		32								32	
748.4 DESIGN STUDY REPORT	8		16		16								24	
748.5 PAVEMENT DESIGN REPORT (REVIEW)	1		4		4								5	
748.6 TMP TYPE 2	1		4		4								5	
775 DATA GATHERING - INSPECTIONS	2	\$310.50											2	\$310.50
775.4 CHECK UTILITY MAPPING	2	\$310.50	2	\$310.50					4	\$440.00			8	\$970.50
729 FIELD SURVEY					4	\$440.00			4	\$440.00			8	\$880.00
729.2 HORIZONTAL CONTROL					4	\$440.00			4	\$440.00			8	\$880.00
729.3 VERTICAL CONTROL														
729.4 TOPO SURVEY (2,725 feet)									2				2	
729.5 3D BASEMAPPING									16				16	
729.6 CA/QC									4				4	
794 PS&E	37	\$5,744.18			24	\$2,640.00			16	\$1,760.00			77	\$10,144.18
794.1 ESTIMATE	6		6		6				4				12	
794.2 PLAN	6		6		6				4				12	
794.3 SPECIAL PROVISIONS	6		6		6				4				12	
794.4 CHECK	1		1		1				1				2	
794.5 ESUBMIT FINAL	12		12		12				2				14	
794.6 DOCUMENTS	4		4		4				2				10	
794.7 REVISIONS (90% & CO)	4		4		4				2				10	
794.8 QUANTITIES (O TO P)	4		4		4				2				10	
TOTAL	35	\$5,320.00	179	\$27,789.39	182	\$20,020.00	27	\$2,970.00	162	\$17,820.00	16	\$1,360.00	601	\$75,275.39

Exhibit 2

Project I.D.

C EDGERTON, W FULTON STREET

DALLMAN RD TO WIS 59

Cedar Corporation

Fee Computation Summary by Engineering Task

Task	Activity Code	Direct Labor Costs	Direct Expenses	Total
FIELD SURVEY	729	\$6,380.00	\$932.00	\$7,312.00
PROJECT MANAGEMENT AND ADMINISTRATION	740	\$3,803.71	\$0.00	\$3,803.71
PRELIMINARY DESIGN	741	\$16,716.00	\$0.00	\$16,716.00
FINAL DESIGN	742	\$13,112.00	\$0.00	\$13,112.00
PUBLIC INVOLVEMENT	743	\$7,221.20	\$0.00	\$7,221.20
AGENCY/UTILITY COORDINATION	746	\$3,725.95	\$0.00	\$3,725.95
MEETINGS AND CONFERENCES	747	\$2,923.97	\$25.08	\$2,949.05
REPORTS	748	\$10,281.89	\$0.00	\$10,281.89
DATA GATHERING - INSPECTIONS	775	\$970.50	\$0.00	\$970.50
PS&E	794	\$10,144.18	\$0.00	\$10,144.18
TOTAL		\$75,279.39	\$957.08	\$76,236.47

Exhibit 3

Project I.D.

C EDGERTON, W FULTON STREET
 DALLMAN RD TO WIS 59
 LOCAL STREET, ROCK COUNTY

Consultant Direct Labor Rates

Employee Name(a)	Classification(b)	Current Rate(c) 2022	% Pay Increase(d)	New Pay Rate(e) 2022	New Pay Rate(f) 2023	New Pay Rate(g) 2024	Date of Increase(h)	% Work at Current Rate(i)	% Work at 2023 Rate(j)	% Work at 2024 Rate(k)	% Work at 2025 Rate(l)	Weighted Average Hourly Rate(m)
average	Senior Engineer	\$152.00	3.20%	\$156.86	\$161.88	\$167.06	1/1/2023	100.00%	0.00%	0.00%	0.00%	\$152.00
average	Project Manager	\$155.00	3.20%	\$159.96	\$165.08	\$170.36	1/1/2023	95.00%	5.00%	0.00%	0.00%	\$155.25
average	Engineer	\$110.00	3.20%	\$113.52	\$117.15	\$120.90	1/1/2023	100.00%	0.00%	0.00%	0.00%	\$110.00
average	Technician	\$110.00	3.20%	\$113.52	\$117.15	\$120.90	1/1/2023	100.00%	0.00%	0.00%	0.00%	\$110.00
average	Surveyor	\$110.00	3.20%	\$113.52	\$117.15	\$120.90	1/1/2023	100.00%	0.00%	0.00%	0.00%	\$110.00
average	Clerical	\$85.00	3.20%	\$87.72	\$90.53	\$93.42	1/1/2023	100.00%	0.00%	0.00%	0.00%	\$85.00

Contract Completion Date: March 1, 2023

Exhibit 4

Project I.D.

**C EDGERTON, W FULTON STREET
DALLMAN RD TO WIS 59**

Cedar Corporation

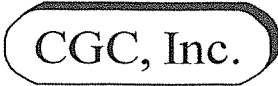
Direct Expenses by Item

Item	Activity Code	Unit	Unit Type	Rate	Total Expenses
FIELD SURVEY	729				
Survey Mileage		150	Miles	\$0.580	\$87.00
Meeting Mileage		250	Miles	\$0.580	\$145.00
Equipment USE *		20	Hours	\$35.00	\$700.00
Sub-total					\$932.00
TOTAL					\$957.08

Exhibit 5
Project I.D.
C EDGERTON, W FULTON STREET
DALLMAN RD TO WIS 59
Cedar Corporation

Consultant Contract Total Fee Computation

Project ID:	Total for Contract
Number of Staff Hours	601
Total Direct Labor	\$75,279.39
Direct Expenses	\$957.08
Subtotal	\$76,236.47
Subtotal	\$76,236.47
CGC, Inc	\$1,345.00
Commonwealth Heritage Group	\$500.00
TOTAL COST	\$78,081.47



2921 Perry Street, Madison, WI 53717
608-288-4100 • Fax 608-288-7887

Mr. Bill Betzig, P.E.
Senior Project Manager
Cedar Corporation
2820 Walton Commons West, Suite #142
Madison, WI 53718

PROPOSAL C977.941
DATE: February 28, 2022
Re: Proposal for Geotechnical Services
Street and Utility Reconstruction
Various City Streets, Edgerton, WI

PROJECT DESCRIPTION

Street reconstruction, including pavement replacement and utility installations, are planned within three areas in the City of Edgerton for 2022. The roads appear to currently be asphalt paved, with traffic volume and speed assumed to be low to moderate.

SCOPE OF SERVICES

- 11 Standard Penetration Test (SPT) borings to depths of 5 to 10 ft (or refusal) below existing site/pavement grades including the following:
 - o 3 borings to 5 ft along West Fulton Street, between N. Dallman Road and Menhall Drive.
 - o 5 borings to 10 ft along Albion Street, between W. Fulton Street and Ridgeway Street.
 - o 3 borings to 10 ft along Henry Street (W. Fulton Street to Rollin Street) and Canal Street (N. Main Street to Henry Street).
- Warning (work ahead) signs and cones for traffic control are included in our base price (flaggers assumed not to be required).
- Boring layout by CGC based on plans provided by Cedar Corp and Digger’s Hotline clearance.
- Limited geotechnical lab testing for soil classification purposes.
- Borehole abandonment per DNR requirements, including surface patching.
- Preparation of one geotechnical engineering report providing summary of subsurface conditions and recommendations regarding pavement and utility design/construction for the proposed projects.

SPECIAL TERMS

- Truck access to boring locations is assumed.
- No snowplowing or landscape repairs have been included in our estimate.
- Elevations will be determined from ground surface profiles shown on preliminary plans or from publicly available topographic site maps.

ESTIMATED COSTS (Rates per attached Schedule A)

\$6,060, estimated cost, not-to-exceed without your approval, for the scope of services described above. The estimated cost includes a lump sum cost of \$1,800 for engineering report preparation, layout and drilling coordination, an allowance of \$150 for lab testing, as well as the following breakdown of drilling costs per street/area.

- Drill rig mobilization: \$415.
- West Fulton: 3 borings to 5 ft - \$695.
- Albion Street: 5 borings to 10 ft - \$1875
- Henry/Canal: 3 borings to 10 ft - \$1125

COMPLETION SCHEDULE

Drilling can typically be scheduled within three to five weeks, pending authorization to proceed and Digger’s Hotline clearance. Drilling is expected to required one day to complete. The geotechnical report can be completed within about two weeks thereafter, with verbal recommendations and draft soil boring logs available about one week after drilling, if desired.

ACCEPTANCE

Prior to authorizing CGC, Inc. to begin with the work outlined within the scope of services defined in the above proposal, please review the terms and conditions presented on the attached General Conditions for Professional Services. Signing this proposal will be considered authorization for CGC, Inc. to proceed.

Accepted by: _____ Date: _____
Firm: _____
By: _____
Printed: _____
Title _____

Submitted by: AJB Date: February 28, 2022
CGC, Inc.
By: Alex J. Bina
Alex J. Bina, P.E.
Title: Consulting Professional

Please return one copy for our records

**2022 SCHEDULE OF FEES AND CHARGES
CONSTRUCTION TESTING/GEOTECHNICAL SERVICES
CGC, INC.
MADISON, WISCONSIN
SCHEDULE A**

I. Hourly Rates for Professional and Technical Staff

Staff Categories	Rate/Hour
Field Technician	
Level A	\$ 39.00
Level B	52.00
Level C	58.00
Level D	65.00
Level E	71.00
Clerical	48.00
Staff Engineer	72.00
Senior Staff Engineer or Geologist	79.00
Senior Technician	79.00
Project Engr. /Manager or Geologist.....	88.00
Senior Technician II.....	88.00
Certified Weld Inspector.....	95.00
Consulting Professional	105.00
Lab/Field/Office Supervisor	115.00
Senior Consulting Professional.....	135.00
Principal/Consulting Professional.....	150.00

Personnel have been classified in the above staff categories based on skill, education and experience levels. Legal consultation rates are doubled.

II. Field Density Testing

1. Personnel Charges.....	Per Item I
2. Field Density Test Charges	12.00/test
3. Moisture-Density and Relative Density Tests	
a. Modified or Standard Proctor	
1. Sample Preparation (per sample)	\$ 35.00
2. Coarse-Grained Soil (per point)	
i. 4 in. mold.....	\$ 27.00
ii. 6 in. mold.....	\$ 37.00
3. Fine-Grained Soil (per point)	
i. 4 in. mold.....	\$ 39.00
ii. 6 in. mold.....	\$ 41.00
b. Relative Density	
1. Dry.....	\$ 110.00
2. Wet.....	\$ 130.00

III. Concrete Testing

1. Personnel Charges for Cylinders Made by CGC Technicians.....	Per Item I
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2. Compressive Strength Testing-Cylinders	\$ 15.00/cylinder*
(or holding not testing)	
Single Use Molds	\$ 3.00/each
3. Cast-in-Place Pull Out Cylinders (CIPPOCS)	\$ 40.00/each
Extensions	\$ 15.00/each
4. Concrete Cylinder Pick-up Service	
(applicable <u>only</u> if unique visit required)	
If done in conjunction with other testing	No charge
Separate Site Visit	**
5. Consultation on Concrete Problems.....	Per Item I

IV. Field Testing/Equipment

1. Coring Machine.....	\$ 100.00/day
2. Generator	100.00/day
3. Pavement Saw	100.00/day
4. Hammer Drill	50.00/day
5. Concrete Field Equipment	10.00/day
6. Fire Proofing Bond Test	10.00/each
7. Adhesion Tester.....	150.00/day
8. Adhesion Test Dolly.....	60.00/each
9. Coating Thickness Gauge.....	150.00/day
10. Swiss Hammer.....	50.00/day
11. Windsor Probe.....	**
12. Steel Testing	
a. Bolt Testing.....	**
b. NDT-Welded Connections	**
13. Dynamic Cone Penetrometer	35.00/day
14. Floor Flatness - Dipstick Method	***
15. Double Ring Infiltration	100.00/set up
16. Photoionization Detector	**
17. Cylinder Cure Box.....	80.00/season
18. Crack Monitors.....	30.00/each
19. Vaprecision Slab Moisture Kits.....	35.00/each
20. Relative Humidity Sleeve/Test	
a. Sleeve/Test.....	85.00/each
b. Readout Machine.....	60.00/day
21. Concrete Maturity Curve Development	1000.00 est.
22. Maturity Meter Temperature Probes.....	85.00/each
23. Traffic Control Signs	150.00/day
24. Asphalt/Concrete Patch	25.00/each
25. Grout Sample Box	7.00/each

* This rate applies only to cylinders prepared by on-site CGC, Inc. representatives.
Discounted rate may be available on large volume projects.
A rate of \$17.00/cylinder will be applied to all other test specimens.
** Denotes tests performed on a time and expense (T&E) basis.
*** Denotes tests performed on a T&E basis plus dipstick daily charge.

OTHER TERMS AND CONDITIONS

Laboratory Services

Standard laboratory tests will be at a fixed charge per test. When appropriate, there will be a charge for the time of laboratory personnel associated with the supervision of the testing program and summarizing and plotting of the test data. These personnel time charges will be at the hourly rates for the classification involved. A detailed breakdown of these charges will be supplied on request. The charge for nonstandard tests will be performed on a time-and-materials basis.

Subcontracts and Equipment Rental

The cost of services subcontracted by CGC to others, including but not limited to, chemical analysis, test borings, specialty contractors, surveyors, consultants, and equipment rental, e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus a maximum of 20%.

Other Direct Non-Salary Expenses

Other costs incurred by CGC, which are directly identifiable to the project, including, but not limited to: vehicle rental; subsistence; fares of public carriers; special supplies and/or equipment; fees and special project insurance; permits and licenses; shipping charges; tolls and parking; special drafting, stenographic, or printing supplies, including outside printing of photographs, photostats, blueprints, etc., will be charged at cost plus 15%. A report reproduction fee of \$10 per copy will be invoiced. Mileage associated with the project for company-owned vehicles will be charged at 75 cents per mile. Mileage associated with employee-owned vehicles will be charged at the current IRS allowable rate (i.e., 58.5 cents per mile) plus 15% markup. Use of specialized equipment provided by CGC will be invoiced at a fixed daily or weekly rate. A summary of these rates will be provided on request.

Payment

Invoices will be submitted monthly and will include the charges incurred during the preceding month. Payment of these invoices is due within thirty (30) days of the invoice date. Late payment may be subjected to interest charges of 1.5% per month.

**This fee schedule contains confidential business information and is
not to be copied or distributed for any purpose other than
the use intended in this contract or proposal**

CGC, Inc.

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE I

METHOD OF CHARGING AND PAYMENT CONDITIONS

The method of charging for CGC's services ("Services") shall be on a time and materials basis and shall be based on the Schedule of Fees and Charges in effect when the Services are performed. CGC periodically shall submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify CGC thereof within fifteen (15) days from date of the invoice, give reasons for the objection and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1-1/2%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by CGC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by CGC against Client for invoice amounts not paid, attorneys' fees, court costs and other related expenses shall be paid to the prevailing party by the other party.

Client shall reimburse CGC for any sales, use and value-added taxes which apply to the Services. Client shall reimburse CGC for the amount of such taxes in addition to the compensation due for the Services.

In addition to the above, if payment of CGC invoices is not maintained on a thirty (30) day current basis, CGC may, by ten (10) days written notice to Client, suspend further performance and withhold any and all data from Client until such invoice payments are restored to a current basis.

ARTICLE II

CONSTRUCTION PROCEDURES

CGC, except for its own services, shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractor's or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. CGC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements.

ARTICLE III

RECOGNITION OF RISK

Client recognizes that environmental, geologic, hydrogeologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CGC, and that the limited data result in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

ARTICLE IV

PROFESSIONAL RESPONSIBILITY

CGC represents that the Services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the Services are performed. No other representations to Client, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise.

ARTICLE V

LIMITATIONS OF LIABILITY

The liability of CGC, its employees, agents and subcontractors (hereinafter for purposes of this Article V referred to collectively as "CGC"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims, relating to the Services or to obligations imposed hereunder (hereinafter, "Client's Claims") shall not exceed in the aggregate:

- (1) the total sum of \$100,000 for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract;
- (2) the total sum of \$1,000,000 for Client's Claims arising out of negligence, or other causes for which CGC has any legal liability, other than as described in (1) above.

In no event shall either CGC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE VI
INDEMNIFICATION

If any claim is brought against CGC, its employees, agents or subcontractor (hereinafter for purposes of this Article VI referred to collectively as "CGC") and/or Client by a third party relating in any way to the Services, the contribution and indemnification rights and obligations of CGC and Client, subject to the limitations of liability under Article V above, shall be determined as follows:

- (1) if any negligence, breach of contract, or willful misconduct of CGC caused any damage, injury or loss claimed by the third party, then CGC and Client shall each indemnify the other against any loss or judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors);
- (2) unless CGC was guilty of negligence, breach of contract, or willful misconduct which, in whole or in part, caused the damage, injury or loss asserted in the third party claim, Client shall indemnify CGC against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE VII
INSURANCE

CGC agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; and (2) Comprehensive General and Automobile Liability insurance coverage in the sum of not less than \$1,000,000.

ARTICLE VIII
CLIENT ACTION TO BE TAKEN

Client shall notify CGC of any known, potential or possible health or safety hazards existing on or near the project site upon which the Services are to be or are being performed. If hazardous conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to CGC prior to commencement of the Services, then, upon notification, Client and CGC shall equitably adjust the Services and compensation. If the parties are unable to agree on the adjustment, the Services shall be terminated and CGC shall be paid for the portion of the Services performed and reasonable termination charges.

Client shall correctly show, on plans to be furnished to CGC, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require CGC to investigate the location of such underground structures, then consistent with the agreed upon scope of such investigation, CGC shall be obligated to perform the investigation in accordance with reasonable standards of care. CGC shall not be responsible for damage to underground structures which occurs despite the use of such care.

Client shall give CGC prompt written notice of any suspended defect in the Services.

ARTICLE IX
FORCE MAJEURE

Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays which cumulatively exceed forty-five (45) days shall, at the option of either party, make the Services subject to termination for convenience or to renegotiation.

ARTICLE X
ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the Services, time schedules are only estimated schedules and are subject to revision unless specifically described as otherwise herein.

ARTICLE XI
ESTIMATED CHARGES AND PAYMENT CONDITIONS

CGC's charges are estimated only and shall not be regarded as "lump sum", "fixed price" or "guaranteed maximum" compensation unless expressly stated as such in writing.

From: [Greg Rainka](#)
To: [Dennis Mack](#)
Subject: Preliminary Cultural Resources Review/Screening
Date: Monday, February 7, 2022 4:00:40 PM
Attachments: [image001.jpg](#)

Hi Dennis,

To summarize our call from earlier today, Commonwealth charges a flat fee of \$500.00 to conduct a preliminary desktop-level review for projects. This includes a review of the Wisconsin Historic Preservation Database (WHPD) to determine if any previously surveyed properties and known archaeological and burial sites are in the project area. We may also take a look at Google Street View (if available) to "drive" the project corridor to see if there are any other potential "red flags." The results of the review would be summarized in an email. If you need something more formal, like a full literature review and letter/memo or report, then it would be a different price depending on the size of the project and your specific needs.

Thanks for contacting us and I look forward to working with you soon.

CHG_Logo_emailSignature 

Greg W. Rainka, Architectural Historian/Asst. Regional Director
8669 N. Deerwood Dr., Milwaukee, WI 53209
o: (414) 446-4121 ext 112
c: (608) 515-4671
e: grainka@chg-inc.com
commonwealthheritagegroup.com

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____

OF THE City of Edgerton

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Edgerton
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Four Hundred Five Thousand & 00 100

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

