



**CITY OF MONROE
FINANCE AND TAXATION
COMMITTEE
AGENDA**

Date: September 14, 2020

Time: 6:15 PM

Place: WebEx Teleconference / 1110 18th Ave

**To attend remotely: Phone: 408-418-9388 Access Code: 126 915 0176 Password: 53566 Link:
<https://cityofmonroe.my.webex.com/cityofmonroe.my/j.php?MTID=m8abee7ccb4d15db6f4b6934c288179a2>**

A. CALL TO ORDER AND ROLL CALL

B. CORRECTION OF MINUTES

C. BUSINESS: OPEN

1. Green County Leaders Splashpad Pledge Campaign Progress

Individual Requesting Item Park and Rec Commission/Green County Leaders
Splashpad Committee

Expected Length of Discussion

2. Discussion and Possible Action Regarding 2021 Employee Benefits

Individual Requesting Item Deputy Comptroller

Expected Length of Discussion

3. Discuss and Recommend to Council Fee(s) for Streatery Permit

Individual Requesting Item City Clerk/Treasurer

Expected Length of Discussion 5 min

4. Future Planning and Consideration of City Attorney Services

Individual Requesting Item Chairperson Hermanson

Expected Length of Discussion

D. BUSINESS BY MEMBERS

E. ADJOURNMENT

This Finance and Taxation Committee may take any action it considers appropriate related to any item on this agenda.

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Green County Leaders

Splashpad Committee



Splashing up pledges for a SPLASHPAD!

Hello Finance and Taxation Committee members,

Thank you very much for including our Green County Leaders Splashpad project on the agenda. We attended the Park and Recreation Commission Board meeting on August 19, 2020 and updated them on the Splashpad. The Park Commission asked us to come to a Finance and Taxation meeting and give an update also. We are excited to provide you with an update of our progress on the Splashpad project. Below, you will see information with regard to our fundraising efforts, current pledges, grants we've applied for, and our future steps and goals. We are very excited with the support we have received so far. As you can see below, we are well on our way to reaching our goals, and are excited to work with the City of Monroe to accomplish this project. Please let us know if you have any questions after reviewing the information included.

Splashpad Update – September 8, 2020

COVID-19

- As a committee, we decided to pause our fundraising efforts from mid-March until August due to the unsteady and unforeseen circumstances of COVID-19.
- Extended our project completion goal date to Spring 2022.
- Started our fundraising efforts again in August 2020.

Fundraising and outreach efforts:

- Members of the Splashpad group and Parks and Recreation Department have each visited Splashpads in Verona, Fitchburg, and Janesville to see what elements are popular to finalize the design when that time comes.
- Mailed 790 letters to individuals/businesses and emailed 2,000 individuals.
- Biweekly posts on the Splashpad's Facebook page which has been shared by individuals and businesses. Latest post had 2,800 people view it. 346 people have liked the page.
- The Monroe Times has published several articles on our progress, free of charge, and posts the pledge donor's names in the paper.
- A fundraising letter will be sent to Monroe residents with their October 1st water bill.
- Green County Leaders approached the Board of Parks and Recreation Commissioners at their August 19th meeting and requested that \$75,000 be budgeted for this project in their Capital Budget for 2021 and in their Capital budget for \$75,000 in 2022.

Pledges raised:

- As of September 8th, 2020, the grand total of pledges is \$100,499 (from 115 pledges) to be collected over a three-year timespan.
 - Pledge amount in 2020 – \$59,003
 - Pledge amount in 2021 - \$29,298
 - Pledge amount in 2022 – \$12,198
 - *Over \$81,000 was pledged since restarting the campaign in August*
- We have the support of Colony Brands and The Bank of New Glarus but do not have a pledge value yet.
- We have at least \$100 support from Culver's of Monroe, but they plan to do a match campaign from donation jars at their registers so their donation may be more.
- We have the support of Fehr Graham in the value of \$1,000 discount toward their engineering and site design services if the city chooses to use them.

Applied for Grants:

- Monroe Community Fund – applied for \$10,000. Did not receive the grant this year but encouraged to apply again next year. The money went to other businesses and organizations that were in need due to COVID-19.
- Kwik Trip – applied for \$5,000 – should hear back by the end of September.
- Walmart – applied for \$5,000 – should hear back by the end of September/mid-October.

Our next steps and goals:

- Request to convert this pledge campaign to a donation campaign
 - Almost every single donor would like at least part of their pledge collected in 2020.
 - We will have better luck reaching out to service organizations to request a donation.
 - Monroe Morning Optimists have interest in this project, but have stated that they cannot contribute to pledge campaigns due to their bylaws.
 - We will have more success applying for grants as those funds usually need to be disbursed within that year.
 - We may be able to use the School District to help share our project with the confirmed support of the city. At this time, the District requires that a student be the initiator of any fundraising efforts within the schools.
 - We will have more flexibility to raise remaining funds and offer incentives for donations. Some ideas we have had are: Silver Lewis cheese curd fundraisers, setting up donation change collection jars around town or penny wars at school, trivia night once gatherings are acceptable again, and engraved bricks or bench sponsorships.
- Determine with Parks and Recreation Department/City of Monroe if Fehr Graham's proposal for site survey and design can be accepted, how and if Commercial Recreation Specialists can be involved, and start the process of going out for bids.
- Reach out to other municipalities in Green County for financial support for this project.
- Continue fundraising efforts until at least \$150,000 is collected as we had discussed earlier at Common Council, but our goal still remains to raise money for the full capital cost of the project.

Total Pledged	Amount pledging in 2020	Amount pledging in 2021	Amount pledging in 2022	Recognize Gift As
	\$30,860	\$10,680	\$15,180	\$5,000 Anonymous 7 donors
	\$1,000	\$1,000		Tammy and Mark Fetterolf
	\$100	\$100		Keith and Devin McCormick
	\$500	\$250	\$250	The Binger Family - Josh, Brittany, Bodhi, and Kyla
	\$1,000	\$500	\$500	AmericInn Hotel
	\$10,000	\$10,000		Chuck & Gail Zeitler
	\$1,000	\$1,000		Schulist family
	\$100	\$100		Ken and Wanda Slack
	\$100	\$100		The Nielsen Family
	\$125	\$125		Tim and Deb Newman, Mady, Mason, Evie, Jake and CeCe!
	\$1,000	\$500	\$500	Bruce, Lona and Zander Slack
	\$100	\$100		Hilliard Concrete & Excavating
	\$250	\$250		Dan, Becky, Tony & Julianna Williams
	\$2,500	\$1,000	\$1,500	Marge Klinzing In Memory of Paul Klinzing
	\$200	\$100	\$100	De Paulson In Memory of Paul E. Paulson
	\$1,000	\$500	\$500	The Moehn Family
	\$2,500	\$2,500		The Dental Haus
	\$500	\$250	\$250	Revitalize Painting
	\$100	\$100		Brooke Bauman
	\$150	\$150		Mason & McKenzie LeStarge
	\$300	\$100	\$100	\$100 The Robertson Family
	\$100	\$100		The Ragan Family
	\$1,050	\$350	\$350	Stateline Vision Center
	\$300	\$100	\$100	The Abraham Family-Aaron, Katie, Evera & Wesley
	\$100	\$100		The Adam Hawkinson Family
	\$300	\$100	\$100	\$100 Ben & Steph Huber & family
	\$100	\$100		The White Family
	\$100	\$100		The Cregan Family
	\$250	\$250		Brian & Rosemary Saugstad
	\$50	\$50		Erv & Phyllis Ziegler
	\$300	\$100	\$100	\$100 Katie & Rich Marti
	\$100	\$100		Dave & Lori Plenge
	\$200	\$200		Joe, Niki, Avery & Drew Monroe
	\$300	\$100	\$100	\$100 Hickory and Erin Daniels
	\$250	\$250		DuxSchmidt Farms
	\$450	\$150	\$150	Nina Martin
	\$250	\$250		Josh, Jenna, Kayden, and Karley Trame
	\$250	\$250		UW-W Friends of Jenna and Josh Trame- In Memory of Paul Klinzing
	\$125	\$125		Compton Family
	\$120	\$10	\$100	\$10 David W. & Patra Smith
	\$300	\$100	\$100	\$100 Century EcoWater Systems
	\$500	\$500		Monroe Heating & Sheet Metal
	\$100	\$100		Bobbi and Hans Bernet
	\$250	\$250		Lanz & McArdle Insurance
	\$1,000	\$1,000		Schultz's Inter-State Ag, Inc.
	\$300	\$100	\$100	\$100 The Golackson Family
	\$200	\$200		Dr. Lara Salyer
	\$120	\$40	\$40	\$40 Michael and Onalee Marx
	\$150	\$150		David and Lynne Rufenacht
	\$150	\$150		Heartland Graphics
	\$150	\$50	\$50	\$50 Jones Family
	\$250	\$125	\$125	Bob and Kathy Fleege
	\$2,500	\$2,500		The Buholzer Family (Luke, Jen, Evelyn & Lance)
	\$100	\$100		Julie's Bridal Gallery
	\$1,000	\$1,000		Ron and Lynn Boeck
	\$250	\$250		Smith Masonic Lodge #31
	\$100	\$100		Monroe Dairy Queen
	\$250	\$125	\$125	Nick and Toni Wellman
	\$1,000	\$335	\$335	\$330 Hughes Resources
	\$750	\$250	\$250	\$250 The Wyss Family (Greg, Nicole, Drew & Brady)
	\$6,000	\$2,000	\$2,000	\$2,000 Klondike Cheese Co.
	\$1,000	\$500	\$250	\$250 TruHome/Joey and Jordyn VanMatre
	\$300	\$300		The Mathiason Family
	\$1,000		\$500	\$500 Aaron Heim & Lauren Palmer
	\$50	\$50		Gregory & Julie Knoke
	\$300	\$100	\$100	\$100 Double G Concrete
	\$100	\$100		American Family Insurance-Tim Young Agency
	\$125		\$125	Heidi Kent
	\$100	\$50	\$50	David and Karen Pakes
	\$600	\$200	\$200	\$200 Gwendolyn and Liliette Mancini
	\$100	\$100		Scheuerell Family

\$100	\$100			Ekum Title, LLC
\$300	\$100	\$100	\$100	David Steiner
\$450	\$150	\$150	\$150	Fitness Nutrition Center
\$300	\$100	\$100	\$100	Hawk's Mill Winery
\$100	\$100			Bytec Resource Management Inc
\$1,002	\$334	\$334	\$334	Schluesche Fields S.C. Law Firm
\$100	\$100			Monticello Ford
\$1,002	\$334	\$334	\$334	Mark, Amanda, Mack & Millie Fields
\$100	\$100			The Henning Family - Trent, Natalie, Hank, Duke, and Baby Girl
\$250	\$250			Joe & Courtney Simler
\$500		\$500		Chris & Chuck Wellington Family
\$2,000		\$2,000		Jon and Carol Rufenacht
\$300	\$100	\$100	\$100	Kevin, Heidi, and Liam Larson
\$100	\$100			Luke & Arianna Voegeli and Family
\$250	\$250			The Patrick Kenny Family
\$600	\$300	\$300		Randy and June Iverson
\$5,000	\$5,000			Lisa Baumann
\$5,000	\$5,000			Woodford State Bank
\$300	\$100	\$100	\$100	Beautiful Borders, LLP
\$150	\$150			The Adkins Family
\$100	\$100			The Allen Family — Josh, Kayla, Dane, Logan & Baby
\$250	\$250			Premier Oral & Maxillofacial Surgery
\$500	\$500			Greenwoods State Bank
\$150	\$150			Derek, Brittany, Olivia, and August Klitzke
\$125	\$125			Carrie and Randy Schwartz
\$300	\$100	\$100	\$100	Jeff, Ann & Tess Lange
\$100	\$100			Wade and Anne Steinmann family (Cale, Emmy, and Lane)
\$100	\$100			Bernie and Beth Roidt
\$100	\$100			Paul and Barb Moser
\$150	\$150			Bullets Restaurant/Doyle's Irish Pub
\$125	\$125			Dennis Dalton
\$2,500	\$1,000	\$750	\$750	Fred & Rita Koster Family
\$500	\$100	\$200	\$200	Chris and Julie Sachs
\$300	\$300			Nick & Emma Brugger
\$120	\$120			Millie Stauffer
	Will be doing a match campaign to a jar at their registers			Culver's of Monroe
	\$1000 discount on their services			Fehr Graham
100,499.00	\$59,003.00	\$29,298.00	\$12,198.00	



City of Monroe Item Coversheet

Meeting Date: 9/14/2020

Individual Requesting Item: City Clerk/Treasurer

Expected Length of Discussion: 5 min

Issue

Following the Streatery Ordinance Approval, the Finance Committee will need to recommend the permit and application fee to Council for final approval.

Background Information

In order to obtain a Streatery Permit, they need to have a Sidewalk Cafe Permit.

Fee for Sidewalk Cafe:

Initial Review with Alcohol Service - \$100

Initial Review without Alcohol Service - \$50.00

Annual Renewal Fee - \$25.00

Considerable staff review and time will be spent on reviewing the initial applications.

Financial Impact

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Application	Backup Material	9/9/2020
Ordinance	Backup Material	9/9/2020



CITY OF MONROE
1110 18th Avenue, Monroe, WI 53566
Phone (608) 329-2524 FAX (608) 329-2561

Application for Streatery

AMOUNT DUE \$ _____ **(Acct # 5/5???)** **PERMIT NO.** _____

Pursuant to Chapter 3-9 of the Monroe City Code, a permit shall be obtained for a streatery to operate within the city. The permit shall be valid for July 1, 20____ – June 30, 20____.

Applicant's Business Name:

Applicant's Business Address:

Contact Person & Telephone: _____

Sidewalk Café Permit issued: Yes No (if not, application for Sidewalk Café must be attached)

Detailed description of streateries, including number of parking spaces, tables, chairs and other facilities requested:

Will the tables, chairs and other equipment to be located in the streatery be:

In addition to existing sidewalk café tables and chairs? Yes No

Any relocation of existing indoor tables, chairs and equipment to the outside? Yes No

Site Plan Included Yes No

Certificate of Insurance Included Yes No

Hold Harmless Agreement Included Yes No

Comments: _____

Dated this _____ day of _____, _____.

Applicant

____ Approved ____ Denied this _____ day of _____, _____;

City Clerk

Application for Streatery continued

Please attach the following documents:

1. Address and legal description of the building with which the proposed streatery is associated.
2. Any written agreements with adjoining property owners to permit streatery in front of their property.
3. Copy of scaled site plan (suggest 1/8" = 1') showing:
 - (a) Relationship of streatery to adjacent sidewalk café and entrance location.
 - (b) Relationship of streatery to any public improvements, including but not limited to handicap parking stalls, benches, fire hydrants, light standards and landscaping, curbs, parking meters, etc.
 - (c) Total square footage and exact dimensions of the proposed streatery.
 - (d) Proposed use, materials, colors and design of tables, chairs, umbrellas, and other objects to be part of the streatery. (photograph, drawings or catalog materials, etc.)
4. Payment of application review fee is \$100.00.

If the application is approved, the following information will be required before a permit can be issued:

- 1 Executed Certificate of Insurance pursuant to Section 3-9-4(D) of the Monroe City Code (see below).
- 2 Copy of alcohol beverage license(s) covering the streatery (if applicable).
- 3 Payment of streatery permit fee.
- 4 Executed Release and Hold Harmless Agreement.

Section 3-9-4(D); Liability and Insurance

(G) **Liability and insurance.** As a condition of issuance of a sidewalk café permit, the permittee shall agree to indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims, liability, lawsuits, damages, and causes of action, which may arise out of the permit or the permittee's activity on the streatery. In addition, the permittee shall:

1. Obtain commercial liability insurance in the amount of at least \$1,000,000 per occurrence for bodily injury and property damage, with the city named as an additional insured, with coverage including the area and operations of the streatery.
2. The permittee shall sign an acknowledgement in writing stating that the permittee understands that the City shall have no responsibility or liability for loss or damage to any permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the public right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail, fire or other casualty, no matter how such damage is caused. As a material inducement to the City to grant the streatery permit, the permittee will waive, as against the City and its employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of the permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
3. The permittee shall sign an acknowledgement in writing stating that the permittee understands that the permittee shall indemnify, defend, and save the City, its employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with permittee's establishment and operation of the streatery in the public right-of-way, use of the right-of-way, or violation of the provisions set forth in the streatery permit, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of permittee under this streatery permit shall survive the termination of the streatery permit with respect to matters arising prior thereto.

Streatery Rules and Regulations

3-9-4: Streatery permit: The owner or lessee of real property located in the downtown who has been issued a sidewalk café permit may be issued a streatery permit allowing operation of a streatery. Unless specified otherwise in this section, all administrative processes, rules and conditions for obtaining and operation of a sidewalk café as stated in section 3-9-3 shall be incorporated by reference and shall be applicable to obtaining a streatery permit and the operation of the streatery dining area.

(A) Application: Before a permit may be issued, there shall be submitted to the city clerk a fully completed application for a streatery permit on a form provided by the city clerk. Included with such application shall be the following:

(1) A copy of a current certificate of insurance in the amount and categories required by this chapter with an acknowledgment that the insurance company is aware that such coverage is proposed to be for on-street parking spaces within the public right-of-way.

(2) A site plan, drawn to a scale of approximately 1/8" = 1', on 8½" x 11" paper, suitable for reproduction, which accurately depicts the dimensions of the streatery, the sidewalk area and the adjacent private property. Included with the site plan shall be photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas or other objects related to the streatery. If a streatery permit is issued, the site plan shall be attached to and made a part of such permit.

(3) A non-refundable application fee for an initial streatery permit and the annual renewal fee for such permit, with or without an alcohol license expansion, shall be in an amount established from time to time by resolution of the council.

(B) Streatery standards: The following standards, criteria, conditions, and restrictions shall apply to all streateries, provided however, that the city administrator or his or her designee may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare, to prevent a nuisance from developing or continuing, and to comply with this chapter, other provisions of the this code, and applicable state and federal laws.

(1) Proximity to property of permit holder: Streateries are restricted to the on-street parking spaces within the public right-of-way immediately adjacent to and extending perpendicular from the front façade of the real property owned or leased by the person or entity to which the permit is issued. With the express written consent of the owner of property located next to the property owned or leased by the streatery permit holder, the description of the streatery may be expanded to include all or part of the onstreet parking spaces within the public right-of-way immediately adjacent to and extending perpendicular from the front façade of the real property of the person or entity who has granted such permission.

(2) Design Standards: Streateries shall comply with the following design requirements:

A) The streatery shall be designed and constructed to be ADA compliant, shall be required to be enclosed on 3 sides with access into the streatery only from the curb side. The vertical railings or elements of the streatery shall be a minimum of 3 feet high, but shall not interfere with the intersection sight distance.

B) The streatery shall be set back from abutting parking spaces and the edge of the traffic lane to provide a minimum of 2 feet of clearance and any gap from the platform to the curb shall be 1/2 inch or less.

C) The streatery shall be demarcated by reflective tape or approved lighting on all sides of the perimeter adjacent to parking or traffic lanes.

D) The streatery shall contain a hard end protection for protection of patrons on the side adjacent to oncoming traffic. The hard end protection shall be a bollard, concrete barrier, or other impermissible barrier as approved by the police chief.

E) The streatery shall not encroach upon any handicap parking space or pedestrian pathways.

F) All tables, chairs, tents and umbrellas shall fit completely with the confines of the streatery and shall be properly weighted and secured for the safety of such patrons.

G) The streatery shall not obstruct or impede any storm water drainage flow.

(3) Operation of the streatery: Streateries shall comply with the following operational requirements:

A) The streatery, along with the sidewalk and street immediately adjacent to it, shall be maintained in a neat and orderly manner at all times. Debris shall be removed as required during the day and again at the close of each business day. All debris and refuse generated by patrons of the streatery shall be disposed of in receptacles provided by the holder of the streatery permit and shall not be disposed of in publicly maintained trash receptacles.

- B) No food preparation, food storage, refrigeration apparatus, or equipment shall be allowed in the streatery.
- C) The hours of operation for the streatery shall be the same as the operation of the sidewalk café.
- D) The streatery shall not be used for waiting or staging areas. The area is designed for sit down consumption only.
- E) The streatery, including all tables, chairs, tents, hard end protection, structures and other components, shall be removed from the public street and sidewalk areas and shall not be operated between the period of November 15th to March 31st.
- F) A copy of the site plan, as approved in conjunction with the current streatery permit, shall be maintained on the permittee's premises and shall be available for inspection by city personnel at all times.

(C) Non-exclusive use of public right-of-way within the streatery: Except as otherwise provided in this chapter, use of a portion of the public right-of-way as a streatery shall not be exclusive.

- (1) Public improvements and utilities: All public improvements, street maintenance and repair, including utilities, shall take precedence over use of the public right-of-way as a streatery. The city shall have the authority to temporary close any streatery or order such streatery to be taken down or moved in order to make any necessary repairs to the public right-of-way or to provide access to utility companies to maintain or repair such utilities.
- (2) Private improvements: All private improvements within a streatery, including but not limited to tables, chairs, benches and signs, shall remain private property under control of the holder of the streatery permit and no person shall occupy or use such improvements without the consent of the holder of such permit, or his or her designee.
- (3) Use by general public limited: Upon issuance of a permit authorizing a streatery, the use of the general public to the area described in the streatery shall be limited during such hours of operation of the streatery.
- (4) Authority of chief of police: The chief of police or his or her designee may order the removal of the streatery, including all tables, chairs, tents, hard end protection, structures and other components, from the public street and sidewalk areas, for public health and safety purposes. The city, its officers and employees, shall not be responsible for streatery fixtures that are relocated or damaged.
- (5) Special event: A permit issued under this chapter shall be suspended during a special event if the permit issued for such special event so states. Upon 48-hours' notice, the chief of police or his or her designee shall have the authority to order the streatery permittee to remove the streatery, including all tables, chairs, tents, hard end protection, structures and other components, from the public street and sidewalk areas, during the time period that a special event is in effect. The city, its officers and employees, shall not be responsible for streatery fixtures that are relocated or damaged.

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is made this _____ day of _____, _____ by _____ ("Applicant") for the benefit of the City of Monroe, Wisconsin, ("City").

Whereas, the Applicant is the owner(s) or lessee(s) of the property located at _____ Monroe, Wisconsin; and

Whereas, the Applicant has applied for a streatery permit for the parking area abutting the property described and is required to indemnify, defend and hold and save the City harmless for its use of the public right-of-way (hereinafter collectively the "Property"); and

Whereas, the Applicant is authorized to and has obtained any necessary approvals for this Agreement.

Now, Therefore, in consideration of the City allowing the Applicant to use the public right-of-way for its streatery, the Applicant agrees as follows:

1. The above recitals are true, and correct and are incorporated herein by reference,

2. The Applicant agrees to indemnify and hold and save the City harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of the streatery permit or the use of the Property by the Applicant or the Applicant's family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing of the Applicant or the Applicant's family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them and Applicant will, at the Applicant's own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the granting of the streatery permit or the use of the property by the Applicant or the Applicant's family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them or occasioned by an act or omission, neglect, or wrongdoing of the Applicant or the Applicant's family, officers, agents, representative, guests, employees, invitees, or persons contracting with either or any of them.

3. The Applicant does hereby remise, release, satisfy, quit claim and forever discharge the City from any and all actions, claims and demands that the Applicant ever had, now has, or may have against the City as a result of the granting of the streatery permit or because of the use of the Property by the Applicant or the Applicant's family, officers, agents, representatives, guests, employees, invitees, or persons contracting with either or any of them.

4. The Applicant will maintain liability or other insurance as required by the Monroe City Code which shall name the City as an additional insured and for which the City will be given a current certificate.

5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, legal representative, successors and assigns.

Applicant

Applicant

STATE OF WISCONSIN

COUNTY OF GREEN

Personally came before me this _____ day of _____, _____, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public
My Commission Expires: _____

Public Hearing Date: _____ / _____ / _____

ORDINANCE REPEALING AND RECREATIGN THE TITLE OF CHAPTER 3-9, REPEALING AND RECREATING SECTION 3-9-1, CREATING THE DEFINITION OF STREATERY IN SECTION 3-9-2 AND CREATING SECTION 3-9-4 OF THE MONROE CITY CODE: STREATERIES

THE COUNCIL of the city of Monroe does ordain as follows:

SECTION 1:

The title of Chapter 3-9 of the Monroe Code is hereby repealed and re-created to read as follows:
“Sidewalk Cafes and Streateries”

SECTION 2: Section 3-9-1 of the Monroe Code is repealed and recreated as follows:

3-9-1: Purpose: To further encourage the revitalization of the downtown of the city, including the development of social and economic activity, the council finds and determines:

- (A) That there exists a need for outdoor eating facilities in certain areas of the downtown to provide a unique environment for relaxation, social interaction, and food consumption.
- (B) That sidewalk cafés and streateries will permit enhanced use of the available public rights of way, will complement the restaurants operating from fixed premises, and will promote economic activity in the downtown.
- (C) That the existence of sidewalk cafés encourages additional pedestrian traffic and their presence may impede the free and safe flow of pedestrians. Therefore, a need exists for regulations and standards for the existence and operation of sidewalk cafés to ensure a safe environment.
- (D) That business owners in the downtown of the city have limited options to expand outdoor dining onto sidewalks or elsewhere on their private property and are interested in utilizing adjacent on-street parking spaces within the public right-of-way, and therefore, there is a need to expand sidewalk café to include streatery dining.
- (E) That the establishment of permit conditions and safety standards for sidewalk cafés and streateries is necessary to protect and promote public health, safety, and welfare.

SECTION 3: The definition of “Streatery” is hereby created in Section 3-9-2 of the Monroe Code as follows:

“Streatery” means the expansion of a sidewalk café permit to allow a business to expand outdoor dining areas to include the on-street parking spaces in the right-of-way adjacent to such business.

Section 3-9-4 of the Monroe Code is created as follows:

3-9-4: Streatery permit: The owner or lessee of real property located in the downtown who has been issued a sidewalk café permit may be issued a streatery permit allowing operation of a streatery. Unless specified otherwise in this section, all administrative processes, rules and conditions for obtaining and operation of a sidewalk café as stated in section 3-9-3 shall be incorporated by reference and shall be applicable to obtaining a streatery permit and the operation of the streatery dining area.

(A) Application: Before a permit may be issued, there shall be submitted to the city clerk a fully completed application for a streatery permit on a form provided by the city clerk. Included with such application shall be the following:

(1) A copy of a current certificate of insurance in the amount and categories required by this chapter with an acknowledgment that the insurance company is aware that such coverage is proposed to be for on-street parking spaces within the public right-of-way.

(2) A site plan, drawn to a scale of approximately $1/8" = 1'$, on $8\frac{1}{2}" \times 11"$ paper, suitable for reproduction, which accurately depicts the dimensions of the streatery, the sidewalk area and the adjacent private property. Included with the site plan shall be photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas or other objects related to the streatery. If a streatery permit is issued, the site plan shall be attached to and made a part of such permit.

(3) A non-refundable application fee for an initial streatery permit and the annual renewal fee for such permit, with or without an alcohol license expansion, shall be in an amount established from time to time by resolution of the council.

(B) Streatery standards: The following standards, criteria, conditions, and restrictions shall apply to all streateries, provided however, that the city administrator or his or her designee may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare, to prevent a nuisance from developing or continuing, and to comply with this chapter, other provisions of the this code, and applicable state and federal laws.

(1) Proximity to property of permit holder: Streateries are restricted to the on-street parking spaces within the public right-of-way immediately adjacent to and extending perpendicular from the front façade of the real property owned or leased by the person or entity to which the permit is issued. With the express written consent of the owner of property located next to the property owned or leased by the streatery permit holder, the description of the streatery may be expanded to include all or part of the on-street parking spaces within the public right-of-way immediately adjacent to and extending perpendicular from the front façade of the real property of the person or entity who has granted such permission.

(2) Design Standards: Streateries shall comply with the following design requirements:

A) The streatery shall be designed and constructed to be ADA compliant, shall be required to be enclosed on 3 sides with access into the streatery only from the curb side. The vertical railings or elements of the streatery shall be a minimum of 3 feet high, but shall not interfere with the intersection sight distance.

B) The streatery shall be set back from abutting parking spaces and the edge of the traffic lane to provide a minimum of 2 feet of clearance and any gap from the platform to the curb shall be 1/2 inch or less.

C) The streatery shall be demarcated by reflective tape or approved lighting on all sides of the perimeter adjacent to parking or traffic lanes.

D) The streatery shall contain a hard end protection for protection of patrons on the side adjacent to oncoming traffic. The hard end protection shall be a bollard, concrete barrier, or other impermissible barrier as approved by the police chief.

E) The streatery shall not encroach upon any handicap parking space or pedestrian pathways.

F) All tables, chairs, tents and umbrellas shall fit completely with the confines of the streatery and shall be properly weighted and secured for the safety of such patrons.

G) The streatery shall not obstruct or impede any storm water drainage flow.

(3) Operation of the streatery: Streateries shall comply with the following operational requirements:

A) The streatery, along with the sidewalk and street immediately adjacent to it, shall be maintained in a neat and orderly manner at all times. Debris shall be removed as required during the day and again at the close of each business day. All debris and refuse generated by patrons of the streatery shall be disposed of in receptacles provided by the holder of the streatery permit and shall not be disposed of in publicly maintained trash receptacles.

B) No food preparation, food storage, refrigeration apparatus, or equipment shall be allowed in the streatery.

C) The hours of operation for the streatery shall be the same as the operation of the sidewalk café.

D) The streatery shall not be used for waiting or staging areas. The area is designed for sit down consumption only.

E) The streatery, including all tables, chairs, tents, hard end protection, structures and other components, shall be removed from the public street and sidewalk areas and shall not be operated between the period of November 15th to March 31st.

F) A copy of the site plan, as approved in conjunction with the current streatery permit, shall be maintained on the permittee's premises and shall be available for inspection by city personnel at all times.

(C) Non-exclusive use of public right-of-way within the streatery: Except as otherwise provided in this chapter, use of a portion of the public right-of-way as a streatery shall not be exclusive.

(1) Public improvements and utilities: All public improvements, street maintenance and repair, including utilities, shall take precedence over use of the public right-of-way as a streatery. The city shall have the authority to temporary close any streatery or order such streatery to be taken down or moved in order to make any necessary repairs to the public right-of-way or to provide access to utility companies to maintain or repair such utilities.

(2) Private improvements: All private improvements within a streatery, including but not limited to tables, chairs, benches and signs, shall remain private property under control of the holder of the streatery permit and no person shall occupy or use such improvements without the consent of the holder of such permit, or his or her designee.

(3) Use by general public limited: Upon issuance of a permit authorizing a streatery, the use of the general public to the area described in the streatery shall be limited during such hours of operation of the streatery.

(4) Authority of chief of police: The chief of police or his or her designee may order the removal of the streatery, including all tables, chairs, tents, hard end protection, structures and other components, from the public street and sidewalk areas, for public health and safety purposes. The city, its officers and employees, shall not be responsible for streatery fixtures that are relocated or damaged.

(5) Special event: A permit issued under this chapter shall be suspended during a special event if the permit issued for such special event so states. Upon 48-hours' notice, the chief of police or his or her designee shall have the authority to order the streatery permittee to remove the streatery, including all tables, chairs, tents, hard end protection, structures and other components, from the public street and sidewalk areas, during the time period that a special event is in effect. The city, its officers and employees, shall not be responsible for streatery fixtures that are relocated or damaged.

(D) Liability and insurance: As a condition of issuance of a streatery permit, the permittee shall agree to indemnify, defend, save, and hold harmless the city, its officers and employees, from claims, liability, lawsuits, damages, and causes of action, which may arise out of the permit or the permittee's activity on the streatery. In addition, the following shall apply:

(1) The permittee shall maintain a policy of commercial liability insurance for at least \$1,000,000 per occurrence for bodily injury and property damage, with the city named as an additional insured, with coverage including the area and operations of the streatery.

(2) The permittee shall sign an acknowledgement in writing stating that the permittee understands that the City shall have no responsibility or liability for loss or damage to any permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the public right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail, fire or other casualty, no matter how such damage is caused. As a material inducement to the City to grant the streatery permit, the permittee will waive, as against the City and its employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of the permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.

(3) The permittee shall sign an acknowledgement in writing stating that the permittee understands that the permittee shall indemnify, defend, and save the City, its employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with permittee's establishment and operation of the streatery in the public right-of-way, use of the right-of-way, or violation of the provisions set forth in the streatery permit, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall

pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of permittee under this streatery permit shall survive the termination of the streatery permit with respect to matters arising prior thereto.

SECTION 4: This ordinance shall be in full force on the day following passage and official publication.

Dated the _____ day of _____, 2020.
Passed the _____ day of _____, 2020.
Published the _____ day of _____, 2020.

Mayor

City Clerk



CITY OF MONROE

Office of the City Administrator
Philip Rath
(608) 329-2527
prath@cityofmonroe.org

1110 18th Avenue
Monroe, Wisconsin 53566
(608) 329-2500
www.cityofmonroe.org

June 29, 2016

Daniel Bartholf
Voegeli, Ewald, & Bartholf Law Offices, S.C.
1750 10th Street, PO Box 56
Monroe, WI 53566

Re: Letter of Engagement

Dear: Mr. Bartholf;

As you know, the Common Council for the City of Monroe has decided to retain Voegeli, Ewald, & Bartholf Law Offices, S.C. (herein "the Firm") for legal services in connection with prosecution and general legal services for the City of Monroe (herein "the City") that may arise from time to time. This letter details the scope of the vendor relationship and outlines the expected fee structure for providing stated services.

A. Scope of Services

As presented in the Request For Proposal the Firm will represent City of Monroe in prosecution and general legal matters as identified in Appendix A. The Firm shall do their best to serve the City efficiently and strive to vigorously represent the City. The City has identified Daniel Bartholf as the lead attorney and Craig Nolan as the prosecuting attorney having primary responsibility for handling these legal services. Attorneys Bartholf and Nolan may utilize other attorneys and legal assistants in the firm in the best exercise of their professional judgment. Extensive use of other attorneys (defined as exceeding 25% of billable hours in a month) shall be approved by the City. Use of other attorneys shall not exceed the identified rates without prior written approval of the City.

B. Compensation

i. **Rates:** Compensation shall be paid to the Firm for all professional services actually performed in accordance with agreed-upon hourly rates as identified in Appendix B. The City recognizes these hourly rates may be subject to periodic increases over time. The Firm agrees that any changes in billing rates will be discussed and approved before such change is effective.

ii. **Exceptions:** The City recognizes the following exceptions to the compensation practices:

a) **Prohibition Against Reimbursement for Administrative or Clerical Functions:**

The City will only pay for work performed by attorneys or paralegals, and will not pay an hourly or flat rate or fee for work that is secretarial, clerical or administrative in nature, irrespective of the seniority of the person performing the task. Examples of such secretarial, clerical or administrative work include but are not limited to:

- Scheduling meeting and appointments;
- Making travel arrangements;
- Maintaining calendars;
- Filing, organizing or reorganizing files;
- Date-stamping;
- Tabbing or indexing file materials (unless professional judgment as to the index categories must be used);
- Faxing documents;
- Photocopying documents;

- Proofreading documents;
- Scanning or coding documents;
- Pick-up or delivery of documents and records;
- Preparing documents for mailing or shipping;
- Ordering vendor services and providing instructions to vendors;
- Processing vendor bills;
- Collating;
- Data processing;
- Notice of filing;
- Organizing files for storage;
- Updating lists;
- Copying and binding documents;
- Inventorying documents;
- Preparing enclosure or transmittal letters; or
- Preparing invoices and discussing billing questions;

b) **Paralegals:** The City recognizes the firm's philosophy for conducting its business; however, the City strongly encourages the use of paralegals whenever possible. Examples of activities the City believes that a paralegal could generally perform include but are not limited to:

- Preparing first drafts of basic forms and documents;
- Preparing subpoenas or notices for depositions, entry of appearance, substitution of the Firm, interrogatories, requests to produce, jury trial demands, and other routine litigation documents;
- Summarizing answers to interrogatories;
- Preparing records requests and subpoenas;
- Proofing documents;
- Summarizing employment and other records;
- Abstracting or digesting depositions;
- Summarizing document production;
- Organizing materials that require professional judgment (a detailed billing description is required- a billing description merely stating "organizing materials" will be interpreted as administrative and, thus, non-billable);
- Organizing and re-organizing files that involve case documents such as separating and cataloguing responses to requests for production of documents (a detailed billing description is required- a billing description merely stating "organizing files" will be interpreted as administrative and, thus, non-billable);
- Indexing file material if professional judgment with respect to categorization is required;
- Ordering searches such as title or legal records searches;
- Ordering public records documents for closings; and
- Creating and organizing binders, notebooks (witness and trial), folders, files, etc.

c) **Legal Research:** The Firm shall obtain prior approval from the City Clerk before conducting a legal research project that is expected to exceed four hours. The City does not pay for online research charges. When seeking approval, the Firm should be prepared to address the following issues:

- The purpose of the research;
- Who will perform the research;
- Whether the research can be performed effectively by lower-level personnel;
- Whether the firm has previously conducted research on these or similar issues;

- Whether the attorney has access to prior research on the same topic; and
- The approximate number of hours needed to complete the research.

The Firm should not charge the City for routine research. The City considers any matter of common knowledge among reasonably experienced the Firm in the Green County area routine research. Where circumstances exist that enable the Firm to use the Firm's data banks, brief bank, or existing work product, the Firm should only charge the City for research connected with updating previously researched materials.

The City expects that the Firm will use paralegals or junior associates for research matters, and avoid having partners or senior associates devote extensive time to research unless the complexity dictates as much. The Firm should forward copies of research products that are prepared for a City matter to the City.

d) **Office Conferences:** Intra-office conferences that deal with substantive issues pertaining to the matter are reimbursable when the Firm provides a thorough description of the purpose of the conference. Generally, no more than two staff members should bill for an intra-office conference. The City will only pay for reasonable amounts of time expended on such conferences.

e) **Reviewing Files:** The Firm shall not charge the City for general diary or status file reviews. Similarly, the Firm shall not bill the City for file reviews if an event does not precipitate a file review (such as a telephone call or receipt of correspondence) or does not result in the creation of any tangible work product. The City will not pay for the review of a file by a party who is merely supervising the work of another law firm employee. The City considers such supervision to be part of the firm's overhead and already contained in the firm's hourly rate structure. The City will not authorize payment for a billing charge that states "file review" without more detail as to the purpose.

The City will not pay for time spent by newly assigned attorneys or paralegals to familiarize themselves with a matter on which staffing has changed while the matter is in progress. If, however, the change in staff was made at the request of the City, the City will pay reasonable costs associated with reviewing the files (unless the request was made for cause). Any billing entry for file reviews associated with staff changes should state that the City approved the staff change and associated file review and list who approved the staff change.

iii. **Additional Costs:** Upon presentation of appropriate back up or supporting documentation, the City will reimburse the Firm for reasonable costs and expenses incurred during the course of providing legal services including express mail, long distance telephone charges, postage, and photocopying charges (at no more than \$0.10 per page); provided however, that individual reimbursable costs and expenses shall not exceed two hundred fifty dollars (\$250) - ***unless prior approval is obtained.*** Costs for travel within Green County, courier charges, and computerized research shall not be reimbursable by the City.

iv. **Retention of Experts, Unusual Expenses and Travel:** Prior written approval is required for the retention of all experts and any expenses exceeding \$2,500 to be incurred during the course of litigation. Additionally, all travel outside of Green City requires advance approval and travel time for the lawyer and shall be billed at the current reimbursable rate established by the Internal Revenue Service.

v. **Invoices:** All invoices shall be submitted on a monthly basis and include detailed individual itemized activity(ies), which shall include the date, time unit, the assigned staff, and the value of the unit of time along with a description of the work performed.

The City will not pay for "block billed entries," that is, a line item with a single time charge for multiple activities or disbursements. A time charge must accompany each fee activity, and the Firm must itemize each disbursement entry. For example, the following format is not acceptable:

- 10/02/14 Phone conference with Hargrove re: deposition; conference with client re: same; prepare substantive changes to Answer; attend deposition of Hargrove.
 - 8.00 Hours

The following example represents an acceptable breakdown of those activities and disbursements:

10/02/14	J.A.	Phone conference with witness Hargrove: Re: deposition (.20); conference with client re: same (.60); prepare substantive changes to Answer (3.2); attend deposition of Hargrove (3.00); Pre-approved travel, one hour, to Madison (.5); Pre-approved travel, one hour, from Madison to Monroe (.5);	Hours: 8.0	Charge: \$1,200.00

The Firm should clearly show the total of the current bill. The Firm must include with the statement a diary detail for time charges and copies of invoices for all disbursements. The following are examples of inadequate time descriptions:

- "Conference regarding case and issues";
- "Review and conference regarding documents";
- "Telephone re documents and various issues";
- "Conference re strategy"; and
- "Review papers".

Submission of bulk time entries that are not sufficiently itemized per time unit and per assigned staff will be returned for correction and resubmission. Reported failure to comply may result in non-payment of charges.

vi. **Approval:** All charges, expenses, and costs incurred in performing the legal services as described herein and in the Agreement are subject to approval by the City.

C. Client Cooperation

The City understands and agrees that, in order for the Firm to represent it effectively, it is necessary for the City to assist and cooperate with the Firm. The City agrees to: (1) make itself (including its employees if applicable) available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the representation; (3) provide complete and accurate information and documents to the Firm on a timely basis; (4) make timely payment to any experts or vendors retained in connection with the Firm's services; and (5) advise whether there is an agreement to arbitrate the subject claim(s), either as set forth in a stand-alone arbitration agreement, an employee handbook, an employment application or otherwise.

D. Protection of Client Confidences-High Tech Communication Devices

Unless the City specifically directs the Firm to the contrary, for purposes of this Engagement, the parties agree that it is appropriate to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. In that regard, if there is a specific e-mail address which the Firm would like the City to use to communicate, other than your current e-mail address, please let us know.

Additionally, the City requests that any work product completed on behalf of the City be stored electronically on a server provided by the City. The Firm may keep duplicate copies for their convenience. Please notify the City if the Firm has any other requests or requirements in connection with the methods of telecommunication, or persons to be included or copied in the circulation of documents relating to the Engagement.

E. Termination of Representation

The City of Monroe may terminate this representation at any time, with or without cause. The Firm reserves the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of representation of the City would be subject to such approval as may be required from any court(s) in which the Firm is appearing on the City's behalf. In the event of termination by either party, fees and costs for work performed prior to termination will still be payable as provided for in this letter.

Following any termination of representation, client files will be released only following delivery to the Firm of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees.

Upon termination of representation, the Firm reserves the right to maintain the City of Monroe's legal file in electronic format only.

F. Dispute Resolution

The City and the Firm agree that any dispute between us arising out of, or relating to, this agreement, or the breach thereof, shall be resolved by binding arbitration between the parties. This includes, but is not limited to any claims regarding attorney's fees or costs under this agreement or regarding a claim of attorney malpractice, that is, whether any legal services the Firm has rendered, under this agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty.

Arbitration shall be in accordance with the American Arbitration Association's rules. The dispute will be resolved by a single arbitrator to be selected by the parties.

The arbitrator must be an attorney in good standing in Wisconsin. The cost of the arbitration shall be shared by the parties, but the arbitrator shall have the right to allocate costs in the final award.

G. Conclusion

If you have any questions at any time regarding the scope of services requested by the City, the handling of any payment requests, or other general issues, please contact me at once. If the terms set forth in this letter are acceptable, please sign the Acknowledgement on the following page and return it to the City Clerk, Carol Stamm.

Respectfully,

Philip E. Rath
Administrator
City of Monroe

ACKNOWLEDGEMENT

I have read and understand the above Letter of Engagement setting forth our obligations and the payment of legal fees and expenses to the firm of Voegeli, Ewald, & Bartholf Law Offices, S.C. and agree to be bound by the terms of that Agreement.

Date: 06-30-2016

Voegeli, Ewald, & Bartholf Law Offices, S.C.

By: Dan B
Daniel R. Bartholf

City of Monroe

By: Louis Armstrong
Louis Armstrong, Mayor

By: Carol Stamm
Carol Stamm, Clerk

By: Bridget Schuchart
Bridget Schuchart, Comptroller

APPENDIX A: SCOPE OF SERVICES

The scope of the prospective engagement will be to provide legal services as city attorney and prosecuting attorney for the City. Attendance at all meetings of the Monroe Common Council, Plan Commission, and Judiciary & Ordinance Review Committee is required, unless the city administrator grants the city attorney leave not to attend. Additionally, the city attorney should be available to attend meetings of the various committees, boards, and commissions upon request. Additionally, the city attorney shall provide the following services:

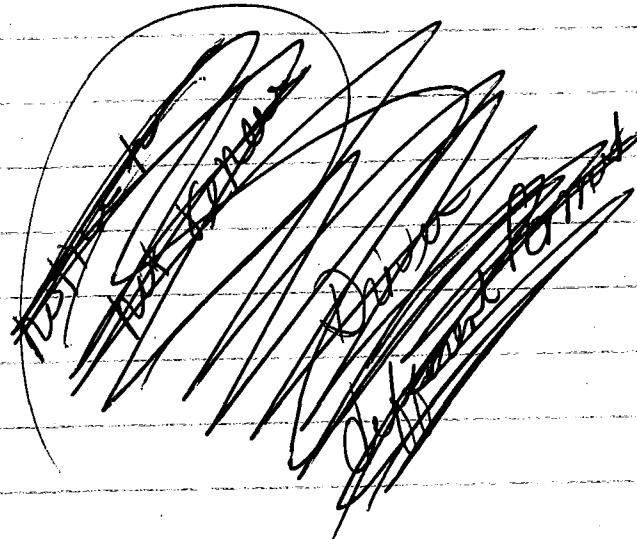
- (A) Provide legal counsel to the Common Council; the mayor and individual alderpersons regarding issues pertaining to their respective office; all committees, boards, and commissions of the City;
- (B) Provide legal advice and consultation to the Police and Fire Commission in the fulfillment of the Board's duties and responsibilities as set forth in Wisconsin Statute Section 62.13 and represent the Commission in all legal matters as required.
- (C) Provide legal advice and consultation to the city administrator, chief of police, city clerk and other City staff including the City's utilities regarding issues pertaining to their respective office.
- (D) Researches and provides written legal opinions when requested by the city administrator, the Common Council and its various boards, committees, or commissions.
- (E) Draft, reviews, and suggests revisions for ordinances, resolutions, contracts, notes, mortgages, bonds, conveyances, and other instruments as directed by the city administrator (or designee), the Common Council and its various boards, committees, or commissions.
- (F) Prepares, researches, and presents potential issues affecting the City (including both pros and cons) as directed by the Common Council or city administrator. These issues may involve potential damage suits; the city's authority to zone, annex, assess, and tax; or suits affecting the city in its relationship to other governmental subdivisions or entities.
- (G) Appraise city officials as needed about changing laws and other legal matters that may be of interest and/or concern to the City. Assists city staff in lobbying efforts to promote and oppose legislation favorable to the city.
- (H) Acts as parliamentarian at Common Council meetings and reviews the legal propriety of documents under consideration of the Common Council.
- (I) Assists with negotiations involving the acquiring or selling of city real estate, including the process involved in condemnation or annexation of property for municipal purposes.
- (J) Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel
- (K) Represent the City in hearings and trials of the City's municipal traffic or ordinance-violation citations issued by officers of the City of Monroe. Additionally, represent the City in all hearings and trials in the courts on all traffic or ordinance-violation citations issued by the City.
- (L) Drafts all pleadings, documents and briefs relating to perceived litigation and represents the City as needed concerning any actions and/or suits brought before the City when there is no insurance coverage by private carriers.
- (M) Performs other legal services and tasks, as assigned by the City Administrator.

The above description of legal services to be provided is illustrative and comprehensive, but is not intended to be all-inclusive or to limit the potential extent of services to be provided. Please note that the scope does not include labor negotiations and labor/personnel cases/work as the city already employs a firm for these services. Additionally, the City reserves the right to employ any legal counsel when there is a conflict of interest or if an attorney with special expertise in a given area is required. A determination as to when this should occur shall be at the discretion of the Common Council.

APPENDIX B: HOURLY RATE SCHEDULE

<u>07/01/16-06/30/17</u>	<u>07/01/17-06/30/18</u>
\$145 Daniel R. Bartholf	\$146 Daniel R. Bartholf
\$127 Craig Nolan	\$128 Craig Nolan
\$164 Rex A. Ewald	\$165 Rex A. Ewald
\$45 Paralegal time	\$45 Paralegal time

*bills
electronic files on
server*



**RESOLUTION APPROVING CITY ATTORNEY LEGAL SERVICES
COMPENSATION FOR THE CITY OF MONROE**

BE IT *RESOLVED* by the Common Council of the City of Monroe, that the City Attorney Legal Services Compensation be approved for the following hourly rates:

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Attorney Bartholf	152.00	153.00	154.00
Associate	124.00	125.00	126.00

Dated this 20th day of January, 2020

Approved:

Mayor Armstrong