

Date: Tuesday, March 20, 2018

Time: 7:30 PM

Place: West Side Fire Station - 601 W. 17th Street

Committee meetings will begin at 7:00 pm before this full Council meeting. City Council members frequently attend the committee meetings to gather information. A majority of the Council members may be present at these committee meetings.

CITY OF MONROE COMMON COUNCIL AGENDA

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. PRESENTATION OF PETITIONS AND COMMUNICATIONS
- D. BUSINESS BY MAYOR
 - Updates regarding Mayor's activities
- E. APPEARANCES BY THE PUBLIC
- F. CONSENT AGENDA (ROLL CALL VOTE)
 - * RESOLUTION GRANTING MISCELLANEOUS LICENSES
 - * APPROVE CLAIMS AS PRESENTED ON CLAIMS LIST
- G. COMMENTS/QUESTIONS ON TREASURER'S REPORT (2ND REGULAR MEETING OF EACH MONTH)
- H. PLAN COMMISSION (NEWCOMER)

1. ORDINANCE REZONING PROPERTY # 160

(Hold Public Hearing)(Roll Call Vote)

Individual Requesting Item	Plan Commission
Expected Length of Discussion	5 min.

Documents:

[*rezoning 160.pdf*](#)

2. RESOLUTION APPROVING REVISED AGREEMENT WITH VANDEWALLE AND ASSOCIATES INCORPORATED FOR ZONING CODE REVISION SERVICES

This request is due to the additional work that is necessary for the City's zoning code to maintain compliance following the implementation of Act 67.

Individual Requesting Item	Assistant City Administrator
Expected Length of Discussion	15 minutes

Documents:

[*Article Identifying Revisions to Wisconsin Land Use Law Under the 2017 WISCONSIN ACT 67.pdf*](#)

I. LICENSE COMMITTEE (THOMAN)

1. RESOLUTION GRANTING A "CLASS C" WINE LICENSE TO BULLQUARIAN BREWHOUSE, LLC

Individual Requesting Item	License Committee
Expected Length of Discussion	5 min.

J. BOARD OF PUBLIC WORKS (KOCH)

1. RESOLUTION APPROVING PURCHASE OF 2018 ELGIN PELICAN STREET SWEEPER

Approve purchasing street sweeper from Bruce Municipal Equipment for \$211,377.00 to replace the current 2006 sweeper. The 2006 model will be posted on Wisconsin Surplus with proceeds going back to the Storm Water Equipment replacement fund.

Individual Requesting Item	DPW
Expected Length of Discussion	2 min

2. RESOLUTION APPROVING HIRING ENGINEERING FIRM FOR 2018/2019 UTILITY DESIGN WORK

Approval to hire an Engineering firm for design work for the sewer and water main replacements to be completed in conjunction with street projects.

Individual Requesting Item	DPW
Expected Length of Discussion	2 min

K. FINANCE AND TAXATION COMMITTEE (BOYCE)

1. RESOLUTION APPROVING TRANSFER OF LAND BETWEEN THE GREEN COUNTY FAMILY YMCA AND CITY OF MONROE

Individual Requesting Item	Finance and Taxation Committee
Expected Length of Discussion	5 min.

Documents:

D11 revised YMCA land swap resolution.pdf

2. RESOLUTION ACCEPTING TERMS OF LEASE AGREEMENT WITH WOODFORD STATE BANK FOR FINANCING ENERGY SERVICE CONTRACT

Individual Requesting Item	City Administrator
Expected Length of Discussion	5 minutes

L. COUNCIL OF THE WHOLE (NEWCOMER)

1. RESOLUTION APPROVING VOTER REGISTRATION IN CLERK'S OFFICE DURING APRIL 3, 2018 SPRING ELECTION

Individual Requesting Item	City Clerk
Expected Length of Discussion	2 min.

Documents:

[RESOLUTION APPROVING VOTER REGISTRATION IN CLERKs office 2018-03-20.pdf](#)

2. CORPORATE RESOLUTION FOR UBS FINANCIAL SERVICES INC.

The purpose of this resolution is to update the representatives for the Fire Department Length of Service Program (LOSAP).

Individual Requesting Item	Fire Chief Smits
Expected Length of Discussion	5 min.

3. CONSIDERATION OF PROCEEDING WITH RICOH FOR CONTRACTED SERVICES OF A RECEPTIONIST TO FILL THE VACANCY OF THE CITY HALL SECRETARY POSITION

Individual Requesting Item	City Administrator
Expected Length of Discussion	20 Minutes

M. BUSINESS PRESENTED BY ALDERPERSONS

May make brief informative statements or bring up items to be discussed at a future meeting

N. BUSINESS PRESENTED BY DEPARTMENT HEADS

May make brief informative statements or bring up items to be discussed at a future meeting

O. BUSINESS PRESENTED BY THE PRESS

P. BUSINESS: CLOSED UNDER WIS. STATS. 19.85(1)(G)

Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

Attendance is limited to the governing body, necessary staff and other officers such as Clerk and Attorney and other persons whose presence is necessary for the business at hand.

1. CONSIDERATION OF MEDIATION RESULTS REGARDING A SETTLEMENT AGREEMENT RELATED TO THE RENOVATION OF THE WASTE WATER TREATMENT PLANT

Individual Requesting Item	DPW Gerber
Expected Length of Discussion	30 minutes

Q. BUSINESS: CLOSED

Under Wis. Stats. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Attendance is limited to the governing body, necessary staff and other officers such as Clerk and Attorney and other persons whose presence is necessary for the business at hand.

1. NEGOTIATION STRATEGIES WHEN DEALING WITH POTENTIAL FUTURE ECONOMIC DEVELOPMENT PROJECTS FOR COMPANIES WORKING WITH THE CITY

Individual Requesting Item	City Administrator
Expected Length of Discussion	30 minutes

2. CONSIDERATION OF PROPOSED ECONOMIC DEVELOPMENT PROJECT REGARDING HENNESSEY IMPLEMENT

Individual Requesting Item	City Administrator
Expected Length of Discussion	20 minutes

R. BUSINESS: OPEN

1. CONSIDERATION OF MEDIATION RESULTS REGARDING A SETTLEMENT AGREEMENT RELATED TO THE RENOVATION OF THE WASTE WATER TREATMENT PLANT

Individual Requesting Item	DPW Gerber
Expected Length of Discussion	5 minutes

2. CONSIDERATION OF PROPOSED ECONOMIC DEVELOPMENT PROJECT REGARDING HENNESSEY IMPLEMENT

Individual Requesting Item	City Administrator
Expected Length of Discussion	5 minutes

S. ADJOURNMENT

This Council 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.

Public Hearing Date: 03/20/2018

**ORDINANCE REZONING PROPERTY
#160**

THE COMMON COUNCIL of the City of Monroe do ordain as follows:

SECTION I:

The following described property shall hereby be rezoned from M-1 (Light Industrial District) to B-2 (General Business District)

Tax Parcel # 2325123540050
910 30th Street

Part of the NW ¼ of the SE ¼ of Section 3, Township 1 North, Range 7 East, City of Monroe, Green County, Wisconsin, bounded and described as follows:

Commencing at the E ¼ corner of Section 3; thence N89°43'26"W along the North line of the SE ¼ of Section 3, 1469.26'; thence S0°01'35"E, 32.37' to the Southerly right-of-way line of 30th Street and the point of beginning; thence S0°01'35"E, 117.42'; thence N89°59'18"W, 60.00'; thence S0°01'35"E; 459.03'; thence S89°52'31"W, 299.91': thence N0°01'35"W, 579.55' to the Southerly right-of-way line of 30th Street; thence S89°36'28"E along said Southerly right-of-way line, 359.92' to the point of beginning; subject to any and all easements on record.

SECTION II:

This ordinance shall be numbered Special Ordinance #160.

SECTION III:

This ordinance shall be in full force the day following its passage and official publication.

Dated this _____ day of _____, 2018

Passed this _____ day of _____, 2018

Published this _____ day of _____, 2018

Mayor

City Clerk

2017 WISCONSIN ACT 67 MAKES MAJOR CHANGES TO WISCONSIN LAND USE LAW

Published by [Jeffrey A. Mandell](#), [Matthew Dregne](#) on December 1, 2017

A new law signed by Governor Walker makes major changes to how private property can be regulated in Wisconsin. This new law, 2017 Wisconsin Act 67 (the “Act”), makes broad changes. This post addresses two aspects of the Act: changes to conditional use permits and preemption of clauses that merge substandard lots.

Conditional use permits

Before the Act, conditional use permit regulations were a flexible zoning tool that allowed potentially objectionable land uses, but only if the community determined that the use would meet specified standards. For example, a community might use a conditional use process to authorize a restaurant or nightclub in a neighborhood business district, but first require the applicant to demonstrate that the proposed operation will not lead to noise, traffic, or other conflicts with neighboring properties.

Act 67 changes or casts doubt upon several longstanding practices associated with conditional use regulations and proceedings. Historically, Wisconsin courts have upheld ordinances that contained generalized standards allowing the community to consider a proposed conditional use’s impacts on public health, safety, and general welfare. Plan commissions and governing bodies have had the right to consider a broad range of testimony from concerned citizens. Communities have had the right say no to a proposed conditional use, if the applicant failed to convince the community that the proposed use met specified community standards. The Act alters all of these practices.

First, the Act requires that standards governing conditional uses be “reasonable and, to the extent practicable, measurable....” This new requirement is certain to spark litigation. We anticipate legal challenges to generalized health, safety, and welfare standards that are common in zoning codes but leave significant discretion to municipal decision-makers. Especially in the short-term, communities will likely struggle to identify standards that will withstand legal scrutiny when challenged under the Act. Even before the courts weight in, it is clear that the Act reduces the flexibility local governments had under prior law.

Second, the Act prohibits a community from basing a conditional use permit decision on “personal preferences or speculation.” Much public testimony will be subject to challenge under this language. Public testimony from citizens about the impact of a proposed conditional use will be off-limits, unless it is directly tied to “reasonable” and “measurable” standards. The Act enables permit applicants to challenge adverse public testimony on the theory that it improperly expresses personal preferences or contains speculative personal opinions. Members of the public are not always experts in science or the law, and it may prove difficult for many to provide testimony that meets the requirements of the Act.

Third, the Act instructs that, where an applicant “meets or agrees to meet all of the requirements and conditions specified” in the ordinance or imposed by the decision-maker, the conditional use permit must

be granted. This language appears to put the burden on the community to prove that a proposed conditional use cannot meet “reasonable” and “measurable” standards. This reverses prior law, which placed the burden on the applicant to show that it would meet the community’s standards.

In light of these changes, Wisconsin communities will likely reevaluate their ordinances—and even the viability of conditional use regulations. The Act may significantly decrease the incidence of the conditional use process. It may prove much easier for local governments to delete potentially objectionable land uses from their zoning codes than to develop new conditional use standards and practices that comply with the Act.

Merger clauses

The Act also creates new statutory provisions, Wis. Stat. § 66.10015(4) and § 227.10(2p), that preempt any ordinance, rule, or action requiring lots to be merged without the consent of the owners. Like the treatment of conditional use permits, this is a significant departure from settled law.

As the U.S. Supreme Court noted earlier this year, merger provisions are “legitimate exercise[s] of government power, as reflected by [their] consistency with a long history or state and local merger regulations that originated nearly a century ago.” *Murr v. Wisconsin*, 137 S. Ct. 1933, 1947 (2017). Merger provisions are also widespread in Wisconsin, in use by more than two-thirds of Wisconsin counties. See Brief of Amici Curiae Wis. Counties Ass’n, et al. at 7, *Murr v. Wisconsin*, No. 15-214 (U.S.) (filed June 16, 2016).

The state’s blanket preemption of merger provisions will remove a major tool that local governments and regulatory agencies have used to reduce the number of properties too small to comply with land-use restrictions. “When States or localities first set a minimum lot size, there often are existing lots that do not meet the new requirements, and so local governments will strive to reduce substandard lots in a gradual manner.” *Murr*, 137 S. Ct. at 1947. As the Supreme Court recognized, one “classic way of doing this” is “by implementing a merger provision, which combines contiguous substandard lots under common ownership, alongside a grandfather clause, which preserves adjacent substandard lots that are in separate ownership.” *Id.* The Act’s preemption of merger provisions removes this tool to ameliorate the number of substandard lots.

Moreover, the Act favors substandard lots over minimum lot-size regulations. It creates another new provision, Wis. Stat. § 66.10015(2)(e), which prohibits a local government from taking any action “that prohibits a property owner from...conveying an ownership interest in a substandard lot [or] using a substandard lot as a building site...” Property regulators are thus restricted in two ways: they cannot restrict the development of properties that do not meet current restrictions and they cannot reduce the number of such properties through merger. Under the new rules, once a property has been created and recognized by law, it is largely immune from later-enacted restrictions on development or sale.

Municipalities should review their ordinances for provisions restricting substandard lots or providing for merger of such lots that are now inconsistent with state law.

While Act 67’s changes are substantial, they do not go as far as the sponsors of the legislation initially proposed. The legislation that became Act 67—2017 Assembly Bill 479—was initially introduced as an effort to reverse the outcome in *Murr*. There, Wisconsin state courts and then the U.S. Supreme Court affirmed the use of land use regulations and a merger clause as proper exercises of regulatory authority to protect environmentally sensitive land along the shores of the Lower St. Croix River. (For more about the *Murr* case, go [here](#), [here](#), and [here](#).)

As initially proposed, the responsive legislation sought not only to protect substandard lots but also to adopt by statute a lower legal threshold for a plaintiff to prove that a land-use restriction constituted a government taking that necessitates government compensation of the landowner. The Wisconsin legislature amended the legislative language to remove the takings language. For land-use regulators, this small victory may be cold comfort given the extensive ways the Act limits the tools available to them.

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VANDEWALLE & ASSOCIATES INC.

March 16, 2018

Agreement for 2018 Zoning Code Rewrite Services

THIS AGREEMENT is made and entered into by and between the “Client” City of Monroe, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as a continued assistance in preparation of a Zoning Code Rewrite for the City.

Article I Scope of Work

A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

Task 1: Revised Draft of Zoning Code (Draft #3)

VANDEWALLE & ASSOCIATES will:

- a. Revise the Draft Code based on comments from City in 2017
- b. Send Draft #3 of Zoning Code to City staff for review;
provide PDF file

Task 2: Revised Draft Zoning Map (Draft #2)

VANDEWALLE & ASSOCIATES will prepare revised Zoning Map;
provide one PDF of the revised draft Zoning Map.

Task 3: Revised Draft of Zoning Code (Draft #4)

VANDEWALLE & ASSOCIATES will revise the Draft Code to reflect
Act 67 and other recent legislation.

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247 Freshwater Way • Suite 530 • Milwaukee, Wisconsin 53204 • 414.988-8631
www.vandewalle.com

Shaping places, shaping change

Task 4: Plan Commission Meeting to Review Draft Zoning Code and Map

VANDEWALLE & ASSOCIATES team member will attend one meeting of the Plan Commission to review changes to the Draft Code and Map.

Task 5: Common Council Meeting to Review Draft Zoning Code

VANDEWALLE & ASSOCIATES will attend one meeting of the Common Council to review changes to the Draft Code.

Task 6: Common Council Meeting to Review Draft Zoning Map

VANDEWALLE & ASSOCIATES will attend one meeting of the Common Council to review changes to the Draft Map, or other topics as needed pertaining to the Zoning Ordinance Rewrite.

Task 7: Revised Discussion Draft Zoning Map (Map Draft #3)

Based on direction from City, VANDEWALLE & ASSOCIATES will prepare one revised Zoning Map; provide one PDF file of the revised draft Zoning Map.

Task 8: Public Open House on Discussion Draft Zoning Code and Zoning Map

VANDEWALLE & ASSOCIATES will lead one public open house to review Draft #4 of Zoning Code, Draft #3 of Zoning Map, and revisions recommended in Tasks 4-6.

Task 9: Public Hearing Draft of Zoning Code (Draft #5)

VANDEWALLE & ASSOCIATES will prepare one set of revisions to the Zoning Code to produce a public hearing draft; provide one PDF file.

Task 10: Public Hearing Draft of Zoning Map (Map Draft #4)

VANDEWALLE & ASSOCIATES will prepare one revised Zoning Map for public hearing; provide one PDF file of the revised draft Zoning Map.

Task 11: Plan Commission Meeting to Recommend Zoning Code and Map

VANDEWALLE & ASSOCIATES will present the public hearing drafts of the Zoning Code and Map at one meeting of the Plan Commission. Subsequently, the Plan Commission will consider recommending the Code and Map to the Common Council.

Task 12: Revised Zoning Code and Zoning Map

VANDEWALLE & ASSOCIATES will integrate any changes into the Zoning Code text and Zoning Map that were recommended by the Plan Commission; provide one PDF file of each.

Task 13: Common Council Public Hearing and Adoption of Zoning Code and Map

VANDEWALLE & ASSOCIATES will present the revised Zoning Code and Map described in Tasks 12-13 at one public hearing of the Common Council. The Council will take separate votes on the Zoning Code and on the Zoning Map. Separate votes on specific portions of the Zoning Map may be recommended in order to achieve 2/3 majority vote.

Task 14: Final Zoning Code and Zoning Map

VANDEWALLE & ASSOCIATES will:

- a. Integrate any final changes into the Zoning Code text that were advised and adopted by the Common Council; provide electronic (PDF and MS Word) files of the final, adopted Zoning Code text in a web-friendly format
- b. Prepare final changes to new Zoning Map that were advised and adopted by the Common Council; provide multiple PDF copies of the final, adopted Zoning Map – in large formats for City staff reference and in smaller formats optimized for web viewing and printing

Task 15: Staff Training Seminar and Communication Materials

VANDEWALLE & ASSOCIATES will conduct one training session via conference call/web conference (up to 3 afternoon hours) for

interested City staff; provide one PDF file of all handouts necessary for the training session.

Task 16: Ongoing Administrative Support

VANDEWALLE & ASSOCIATES will provide assistance with answering questions via email or telephone about Code administration and interpretation and advice regarding minor regulatory amendments; to be provided at no charge through term of contract.

- B. Additional Services, beyond those stated in Article I.A., may be provided through a “Work Order”.
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client’s Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Sam Liebert, Assistant City Administrator
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Philip Rath, City Administrator

Name	Title
------	-------

Name	Title
------	-------

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from April 1, 2018, and be in effect through December 31, 2018, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis not to exceed \$17,515. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for

which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination not to exceed the amount of \$59,975 plus any additional increases due to agreed upon work order changes.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no

event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, “Work Product” means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product unless on obtaining the prior written approval from VANDEWALLE & ASSOCIATES.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).

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- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. The parties acknowledge that society has become more and more litigious over the years. Despite having done everything right and fulfilling its obligations under this Agreement, VANDEWALLE & ASSOCIATES may be brought into a lawsuit or other action regarding the Project or other activities of the Client. To avoid VANDEWALLE & ASSOCIATES from incurring significant financial obligations when it has properly performed under this Agreement, Client agrees to indemnify, defend and hold VANDEWALLE & ASSOCIATES, its agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees), arising out of the Project or the performance or non-performance of obligations under this Agreement, except to the extent the same are directly caused by VANDEWALLE & ASSOCIATES' negligence or willful misconduct related to this Agreement.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Monroe, Wisconsin

By:

Signature of Authorized Representative Date

Printed Name Title

VANDEWALLE & ASSOCIATES, INC.

By: *Nonna Anderson*

Nonna Anderson, Business Manager Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$220 to \$250
Principal	\$175 to \$220
Associate	\$95 to \$120
Assistant	\$75 to \$85
GIS Analyst/Cartographer	\$75 to \$85
Communications Specialist	\$60 to \$100
Project Assistant	\$40 to \$65

**RESOLUTION APPROVING TRANSFER OF LAND BETWEEN THE GREEN COUNTY FAMILY YMCA
AND CITY OF MONROE**

WHEREAS, the Green County Family YMCA and the City of Monroe have agreed to swap real estate located adjacent to the Green County Family YMCA's property located at 1307 2nd Street in Monroe as each party has been maintaining and using the property of the other for many years;

WHEREAS, the Green County Family YMCA has agreed to transfer approximately 2.2 acres to the City of Monroe which will provide the City of Monroe sole ownership of a 12.1 area parcel of real estate as depicted as Lot 1 on CSM 5107, and,

WHEREAS, the City of Monroe has agreed to transfer approximately 1.1 acres to the Green County Family YMCA which will provide the Green County Family YMCA sole ownership of a 8.76 area parcel of real estate as depicted as Lot 1 on CSM 5108,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Monroe, upon recommendation of the Finance and Taxation Committee, that the City of Monroe hereby accepts and approves the above-mentioned transfer land with the Green County Family YMCA.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are hereby authorized to execute any documents necessary to effectuate the transfer of the aforementioned properties.

OFFERED BY THE FINANCE AND TAXATION COMMITTEE

Dated this 20th day of March, 2018

Approved:

Mayor

March 20, 2018

YMCA/CITY OF MONROE LAND TRANSFER

**RESOLUTION APPROVING VOTER REGISTRATION IN CLERK'S OFFICE DURING APRIL 3,
2018 SPRING ELECTION**

WHEREAS, if the Clerk's office is located in the same building as the polling place, the governing body may by resolution provide that electors may register to vote with the Clerk in the Clerk's office rather than in the polling place with election inspectors; and

THEREFORE, BE IT *RESOLVED*, by the Common Council of the City of Monroe that approval be hereby given to allow voter registration in the Clerk's office for the 2018 Spring Election to be held on Tuesday, April 3, 2018.

Dated this 20th day of March, 2018

Approved:

Mayor

March 20, 2018

Voter Registration in Clerk's Office