

TOWN OF ALBION  
MEETING OF THE TOWN BOARD  
TUESDAY, JANUARY 15, 2018  
5:30 P.M. ALBION TOWN HALL

**AGENDA:**

Call to order

Pledge of Allegiance

Confirmation of Meeting Notice

Public Participation/comment

Discussion/Action on Resolution# 18-01 Corporate Borrowing.

Discussion/possible action on prosecuting attorney proposals for the Town of Albion.

Discussion/possible action on new building for the Town.

Adjourn

**CORPORATE BORROWING RESOLUTION  
#01-2018**

**TOWN OF ALBION, A WISCONSIN MUNICIPAL CORPORATION**

By the Board of the Town of Albion, a Wisconsin municipal corporation, whose principal place of business is located at 620 Albion Road, Edgerton, Dane County, Wisconsin.

RESOLVED, THAT the Chairperson, Robert Venske, and the Clerk/Treasurer, Julie Hanewall, of the Town of Albion are authorized for and on behalf of the Town of Albion:

- (1) to arrange for the borrowing and to borrow from time to time money from the Bank of Edgerton of Edgerton, Wisconsin, (the "Bank");
- (2) to sign and deliver to said Bank, from time to time, notes or loan agreements evidencing such debts in such amounts, with such maturities, and at such rates of interest and upon such other terms and conditions as said officer(s) deem(s) proper;
- (3) to pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of this municipal corporation, to execute and deliver to the Bank such security agreements, assignments, mortgages, financing statements, hypothecations, agreements not to encumber and other agreements as may be requested by the Bank from time to time with such promises, warranties, representations and conditions as said officer(s) deem(s) proper to secure such borrowing and to guarantee and/or secure the obligations of others to said Bank, and may perform such acts required of the municipal corporation in such agreements or otherwise to perfect such security interests, including the deposit of such property with the Bank (and may withdraw and make substitutions of same from time to time);
- (4) to endorse or assign with or without recourse and deliver to said bank for discount or negotiation notes, drafts, bills of exchange, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by this municipal corporation;
- (5) to execute and deliver to the Bank applications, agreements and other instruments for the issuance by the Bank of commercial letters of credit for the account of this municipal corporation; and
- (6) to give subordinations, guarantees or other financial understandings to the Bank. The signatures) of said officer(s) appearing on any of the foregoing shall be conclusive evidence of (his) (her) (their) approval thereof.

FURTHER RESOLVED that the President and Clerk/Treasurer of this municipal corporation be and hereby are authorized and directed to certify to the Bank the foregoing resolution and to provide the names and to provide specimen or facsimile signatures if requested of the person(s) authorized therein and that the foregoing resolution and the authority thereby

conferred shall remain in full force and effect until this municipal corporation notifies the cashier of the Bank

to the contrary in writing. The Bank may conclusively presume that such resolution and signatures are in effect and that the persons identified therein from time to time as officers of the municipal corporation have been duly elected or appointed to and continue to hold such offices.

FURTHER RESOLVED, that this municipal corporation assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this municipal corporation designated above regardless of whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures reasonably resemble the specimen or facsimile signatures as provided to the Bank or for refusing to honor any signatures not provided to the Bank, and that this municipal corporation agrees to indemnify the Bank against any kind of claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action.

I, Julie Hanewall, hereby certify that I am the duly elected, qualified and acting Clerk/Treasurer and the custodian of the records and corporate seal (if any) of the above-named municipal corporation; that the foregoing is a true and correct copy of a resolution duly adopted by unanimous consent, or at a meeting of a quorum of its officers on \_\_\_\_\_, 2018, and that said resolution is now in full force and effect.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF ALBION:**

\_\_\_\_\_  
Robert Venske, Chairperson

\_\_\_\_\_  
Julie Hanewall, Clerk/Treasurer

The undersigned certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

\_\_\_\_\_  
Robert Venske, Chairperson

**[FWD: RE: summary]**

rflanigan@cityofedgerton.com [rflanigan@cityofedgerton.com]

**Sent:** Thursday, January 11, 2018 9:46 AM

**To:** JHanewall

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Hi Julie,

I thought you might be interested in how the Town of Fulton wants to proceed with the prosecutor issue. Below is a summary:

Fulton wants separate contracts. They will probably use a time and materials contract but they may ask for a quote for a retainer agreement.

Fulton wants to review the proposals but does not want to set up a joint committee to review them.

The contract could be 3 years but it should allow a municipality to get out each year.

The contracts should be clear that the time the prosecutor spends in court is split between us so we are not all billed for for court time.

Ramona Flanigan  
City Administrator  
CITY OF EDGERTON  
12 Albion Street  
Edgerton, WI 53534  
Phone: (608) 884-3341  
Fax: (608) 884-8892  
e-mail: [rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com)

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

Subject: RE: summary

From: "Connie Zimmerman-Clerk/Treasurer" <[fultonclerk@townoffulton.com](mailto:fultonclerk@townoffulton.com)>

Date: Wed, January 10, 2018 3:54 pm

To: <[rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com)>

See below.

Any questions, let me know.

*Connie Zimmerman, WCMC, CMTW  
Clerk/Treasurer  
Town of Fulton  
2738 W Fulton Center Dr.  
Edgerton, WI 53534  
608-868-4103-Office  
608-868-4104 – Fax  
Email to: [fultonclerk@townoffulton.com](mailto:fultonclerk@townoffulton.com)*

Population – 3,294

**From:** [rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com) [mailto:[rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com)]  
**Sent:** Wednesday, January 10, 2018 2:18 PM  
**To:** Connie Zimmerman-Clerk/Treasurer <[fultonclerk@townoffulton.com](mailto:fultonclerk@townoffulton.com)>  
**Subject:** summary

Hi Connie,

Did I get the following correct?

Fulton wishes to be billed on a time and materials basis. Yes Although there may be interest in asking for alternative quotes 1. as one retainer for all 3 municipalities and 2. Retainer for City and time and materials for Towns. Having joint retainer would require we come up with a fair way to divide the retainer. We would be open to a separate retainer for each municipality, not one retainer including all 3 municipalities. Or time and materials.

Fulton would like to review the proposals and send the city comments but not set up a joint committee. Yes.

Contract can be 3 years but should allow any municipality to get out annually. Yes.

Contract must make sure the attorney does not bill all 3 of us for time in court and mileage. Court time and mileage would be split between the municipalities. Yes.

I was a little unclear about the contract. At first my notes indicate you would like to have your own contract. Later in the conversation, my notes indicate one contract would be OK. Can you clarify this please? I wonder if the attorney would be unwilling to bill us all separately if we have one contract - I would like to avoid as much administrative overhead as possible. At this point I am thinking separate contracts would be best but that may change as we dig into this further. I hope this answers your question.

Julie plans to take this to her board. We will wait until after that to send out the RFP. We will take it to our board once RFP's are received back so the board can make a recommendation to you. Keep in mind we meet the 2<sup>nd</sup> Tuesday of each month. So if you require the RFP back late month, we will have our recommendation to you right after our meeting.

Thanks

Ramona Flanigan  
City Administrator  
CITY OF EDGERTON  
12 Albion Street  
Edgerton, WI 53534  
Phone: (608) 884-3341  
Fax: (608) 884-8892  
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**prosecutor**

rflanigan@cityofedgerton.com [rflanigan@cityofedgerton.com]

**Sent:** Wednesday, January 10, 2018 8:45 AM**To:** Connie Zimmerman-Clerk/Treasurer [fultonclerk@townoffulton.com]; JHanewall**Attachments:** prosecuting attorney rfp.docx (30 KB)

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Good Morning,

I am thinking through the prosecutor selection process and would like your input. Here are some questions for you to consider:

**Type of Contract:** Do you want to be on a retainer agreement or would you like to continue on a time and material basis as you have in the past? The city has traditionally done a retainer. If we were all on the same retainer, we would have to come up with a equitable way to divide the costs (For example: average of number of citations for last 5 years?)

**One or separate contracts:** If you wish to have a time and materials arrangement with the prosecutor, would you want to have one contract for all municipalities or would you like to negotiate your own agreement after the prosecutor has been selected?

**How to select the prosecutor:** We will likely go through a request for proposal process to select the prosecutor. (we will make that decision on January 15) Would you like to be involved in the process? Options I can think of are: you review the proposals and make a recommendation to the City (this makes more sense if we have separate contracts); we establish an interview committee made up of Town and City reps to recommend to the council and town boards.

I have attached a **draft** of the request for proposals. It is written from the City's perspective so we would change it to be more broad based on answers to the questions above. The dates may have to change to allow you to get input from your Boards if that is needed.

Thanks for you thoughts.

Ramona Flanigan  
City Administrator  
CITY OF EDGERTON  
12 Albion Street  
Edgerton, WI 53534  
Phone: (608) 884-3341  
Fax: (608) 884-8892  
e-mail: [rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com)

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**REQUEST FOR PROPOSALS**  
**CITY PROSECUTOR SERVICES**

The City of Edgerton invites interested legal firms or private practice attorneys to submit written proposals to provide prosecutorial services to the City. The successful firm(s) must be able to provide a designated individual to serve as City Prosecutor.

If you or your firm is interested in this opportunity, please submit your proposal in a sealed envelope marked "Prosecuting Attorney Proposal" and the rates for your services in a separate envelope marked "Rates" both addressed to:

Ramona Flanigan  
City Administrator  
City of Edgerton  
12 Albion Street  
Edgerton, WI 53534

Proposals may be submitted in person or by mail and will be accepted at the City Administrator's Office until **4:00 p.m. on February 12, 2018.**

The City Council reserves the right to reject any or all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council. **All inquiries regarding the Request for Proposals should be directed to Ramona Flanigan, City Administrator at (608) 884-3341 or [rflanigan@cityofedgerton.com](mailto:rflanigan@cityofedgerton.com).**

## **I. About the City of Edgerton**

The City of Edgerton is a municipal corporation having an estimated population of 5,550. The form of government is mayor – council – city administrator, with a part-time mayor (elected once every two years), six part-time alderpersons (three elected from three districts every other year), and a full-time city administrator. City services include general government, police protection, municipal court, public works, parks and recreation, library, and wastewater treatment and water utilities. Fire protection and EMS services are provided by the Edgerton Fire Protection District, which is a stand-alone organization from which the City essentially contracts services. The City also contracts for services such as property assessment, city attorney, city engineer, refuse collection and others. The City has 31 full-time employees and 10 regular part-time employees, as well as seasonal employees.

The municipal court is a joint court with the Towns of Albion and Fulton. The municipal court has an experienced clerk of courts. Court is currently held on the first Wednesday and Thursday of each month, with Wednesday typically reserved for intake and Thursday reserved for trials.

## **II. City Prosecutor Services to be Provided**

The City Prosecutor is a professional, specialized position serving as prosecutor before the City of Edgerton Municipal Court and, on occasion, Circuit Court. The City had 378 court cases in 2017.

- A. The following services are included in the retainer agreement.
  - 1. Prosecute local ordinance cases before the municipal court and circuit court as well as any jury trials and handle appeals from such decisions.
  - 2. Answer correspondence and telephone inquiries regarding Municipal Court matters, including inquiries from City personnel, defendants, victims, and witnesses.
  - 3. Attendance at Municipal Court initial appearances and Municipal Court Trials;
  - 4. Conducting pre-trial conferences;
  - 5. Drafting and mailing all offer letters;
  - 6. Answering all telephone inquiries regarding court hearings including but not limited to motions to reopen;
  - 7. Answering correspondence and telephone inquiries regarding Municipal Court matters including inquiries from City personnel, defendants, victims and witnesses;
  - 8. Court cases transferred to another Municipal Court; and
  - 9. Trial preparation including but not limited to interviewing officers and witnesses
  
- B. The following services are not included in the retainer fee and will be billed at an hourly rate:
  - 1. All time and materials spent on Town of Fulton and Town of Albion cases including all administrative, pretrial and investigation time listed above. In court time attributable to cases for the Towns of Albion and Fulton.
  - 2. All cases appealed to the Wisconsin Circuit, Appellate or Supreme Courts.



3. Subpoena, witness and service fees, court transcripts and other out of pocket expenses incurred while prosecuting Edgerton Municipal court cases cases.

### **III. Proposal Requirements**

Submittals should include responses to each of the following items. Include other information as appropriate to address the services the City can expect from the attorney.

- A. Profile and history of yourself and/or your firm including attorneys in the firm and a list of the principals. Indicate the attorney(s) who will be responsible for work with the City.
- B. A listing of all current municipal court government clients including the name and telephone number of the client contact.
- C. Current fee schedule. Indicate whether the fee schedule varies for different types of legal work or by attorney. (Include with the "Rates" submittal.)
- D. The fee proposal provided in a separate sealed envelope should clearly indicate the retainer fee per month and the hourly rate for services not included in the retainer. Please list all services that would be excluded from the retainer based on the services described above.
- E. The City seeks a three-year agreement with the selected firm(s) and proposals should reflect a three-year service contract quote with the ability to terminate upon 60 days written notice given by the City Council or Prosecutor.

### **IV. Evaluation Criteria**

Submittals will be evaluated based on the following criteria:

- A. Qualifications and experience of the attorney and/or firm in working with municipal courts.
- B. Experience and availability of staff assigned to serve the City.
- C. Scope and cost of services.
- D. Interviews.
- E. References.

### **V. Terms and Conditions**

- A. The City reserves the right to accept or reject any or all proposals or to award a contract to the most qualified attorney/firm if the successful attorney/firm does not execute a contract within thirty (30) days after award of the proposal.

- B. The City reserves the right to request clarification of the information submitted and to request additional information of one or more applicants.
- C. All costs associated with the preparation of a submission in response to this request shall be the responsibility of the attorney/firm submitting.
- D. Four (4) hard copies and one electronic copy (Word or PDF format via e-mail) of the attorney's/firm's proposal must be submitted.
- E. Submittals must be signed by the proposing attorney or a qualified representative of the proposing firm. All submittals shall become the property of the City. No public bid opening will be held. A listing of the firm's names representing the submittals received will be available **on February 16, 2018**.

**VI. Tentative Selection Process / Schedule**

The following tentative schedule will be followed for selection of an attorney (however the City may make changes to the timetable and proposed process at its discretion):

- A. January 19, 2018 – Proposals distributed.
- B. February 12, 2018 – Proposals due to City Hall.
- C. February 23, 2018– Firms notified if selected for interview. The initial review of RPFs and selection for interview will be completed by the Finance Committee.
- D. March 5, 2018 @ 7:00 PM – Common Council interviews selected firms following the regular meeting business which begins at 7:00 PM. Final selection may occur this evening, or, if necessary, completed at subsequent Council meeting.
- E. April 11, 2018-Term of appointment commences.