

TOWN OF ALBION  
MEETING OF THE TOWN BOARD  
TUESDAY, APRIL 10, 2018  
IMMEDIATELY FOLLOWING PLAN COMMISSION  
ALBION TOWN HALL

**AGENDA:**

Call to order

Pledge of Allegiance

Confirmation of Meeting Notice

Approval of Meeting Minutes – March 6, 2018

Public Participation/comment

Update/possible action on CKSD issues

Update/possible action of Access/Driveway Permit and/or Refunds

Action on Petition# DCPREZ-2018-11270 for Rudisill, LLC

Action on Petition# DCPREZ-2018-11273 Kevin Zumkehr

Action on CUP# 2411 – Lenox Landscape and Supply/Rock Road

Companies for Dane County

Discussion/possible action of bids for Albion Rd.

Discussion/possible action on resolutions/property maintenance of several property issues in the Town.

Possible approval of Prosecuting Attorney for Town of Albion

Discussion/possible approval on Broadband resolution for Town of Albion

Reports: Sheriffs, Fire District, and Road

Pay Bills

Adjourn

Any person who requests accommodation of a disability to participate in the meeting is welcome to contact the Clerk at 608-884-8974 to make arrangements.

Julie Hanewall, Clerk

TOWN OF ALBION

ACCESS "DRIVEWAY" APPLICATION AND PERMIT FROM PRIVATE PROPERTY TO A TOWN ROAD

Cost of Access Permit is \$50.00 Deposit: \$2500.00

Name of Applicant Anderson Premier Homes
Street Address: W740 Amidon Rd
City, State, Zip: BROOKLYN, WI 53521 Phone: (608) 455-2525 Cell-225-5720

Property Owner Name (if different from Applicant), Jake Reppen
Street Address: 432 Albion Rd
City, State, Zip: Edgerton, WI 53534

This property is: residential commercial agricultural manufacturing(circle one)
Parcel # 002/0512-271-8601-0

Construction location: North / South / East / West Side of Albion Rd
located 5 miles from Hwy 51
in Section 25, Town of Albion.

ATTACH A DRAWING OR MAP SHOWING ACCESS LOCATION ON ABOVE PROPERTY. Specify footage from lot lines and show all existing accesses.

Stopping Sight Distance Available: 500' +/- in both directions

Posted Speed Limit: 55 mph

Stopping Sight Distance Required at Posted Speed Limit: 495'

Remarks:

NOTE: Stopping sight distance for driveways is measured with an eye height of 3.5 feet above the pavement and an object height of 0.5 feet above shoulder elevation. To Determine "Stopping Sight Distance", please refer to the DOT Values Table.

Table with 2 columns: Design Speed MPH and Stopping Sight Distance. Rows include speeds from 25 to 70 MPH and corresponding distances from 155 to 730 feet.

## CONDITIONS

Width of driveway: 14 feet.  
Center of driveway from property line: 37 feet.

No drainage culvert needed *APPROPRIATE LENGTH TO ACCOMMODATE ENDWALLS & RADICLS*  
 Drainage culvert Size: Length: \_\_\_\_\_ Diameter: 15"  
\* WisDOT Approved apron endwalls are also required.

### If this request is for an additional access:

- Property size in acres: \_\_\_\_\_
- Total road frontage on the road from which the proposed access would serve the parcel  
\_\_\_\_\_
- Measurement between centerlines of the existing and proposed accesses in feet  
\_\_\_\_\_
- Distance from the side setbacks of the property \_\_\_\_\_
- Zoning classification of the subject property \_\_\_\_\_  
Number of feet from intersections of any town/town or town/county roads: \_\_\_\_\_

### Other Requirements:

1. Finished accesses must remain at, or below, the grade of the roadway edge for a minimum of ten feet.
2. A driveway may consist of concrete, gravel, or asphalt. The first (10) ten feet of driveway from the edge of the road inward may not be concrete, it must be gravel or asphalt from property to the edge of the road (hereinafter referred to as "Driveway Concrete Setback")
3. The "Driveway Concrete Setback" shall not be constructed of concrete. The "Driveway Concrete Setback" must be constructed using gravel or asphalt. In the event that the property owner violates the Concrete Driveway Setback requirement and concrete is so installed, it will be removed and the cost thereof charged against the deposit; of if no deposit, against the property in violation of the ordinance.
4. In the event that Property owner violates the Concrete Driveway Setback requirement, Property owner hereby agrees to defend and indemnify the Town for any costs or damages incurred by the Town as a result of the Property owner's violation of the Concrete Driveway Setback requirement. Property owner further agrees to defend and hold the Town harmless for any and all damages or costs incurred by Property owner as a result of the Property owner's violation of the Driveway Concrete Setback requirement.
5. If a Property owner violates the Driveway Concrete Setback and a Town roadway improvement project results in a change of grade between the Town roadway and the

**ACKNOWLEDGEMENT:**

As owner of the above named property I agree to all terms, conditions, and specifications outlined in the above permit and in the Town of Albion's Driveway and Culverts Ordinance. I also acknowledge and agree that I am responsible for any damage to the roadway, shoulder or right-of-way, which occurs during the construction process, up to and including any time period until an occupancy permit and/or final inspection notice from the Town of Albion Building Inspector is issued and received by the Town. I agree that the damage deposit of \$2500.00 I make will be retained until the Town Board acts to release the deposit. Costs for any damage, solely determined by the Town, will be deducted from the deposit prior to return.

Agent - Doug Anderson 3/6/18  
Property Owner Signature Date

Approval of initial access Andrew J. Decker 3/21/2018  
Town Representative Date

Access granted/denied by the Town Board on: \_\_\_\_\_, 20\_\_  
Reason for denial \_\_\_\_\_

Deposit amount: \_\_\_\_\_ Type: \_\_\_\_\_ personal check  
\_\_\_\_\_ money order/cashier's check

Date deposit authorized to be returned by: Public Works Staff: \_\_\_\_\_  
Town Board: \_\_\_\_\_

Date deposit authorized to be held by Town Board: \_\_\_\_\_

Date deposit returned by Clerk/Treasurer: \_\_\_\_\_

Comments:

TOWN OF ALBION

ACCESS "DRIVEWAY" APPLICATION AND PERMIT FROM PRIVATE PROPERTY TO A TOWN ROAD

Cost of Access Permit is \$50.00 Deposit: \$2500.00

Name of Applicant Rob Hostrawser
Street Address: 1174 Nira Lane
City, State, Zip: Edgerton WI 53534 Phone: 608-213-1807

Property Owner Name (if different from Applicant)
Street Address:
City, State, Zip:

This property is: residential commercial agricultural manufacturing(circle one)
Parcel # 002/0512-054-5710-0 Lot 20 Blue Meadow Estates

Construction location: North / South / East (West) Side of Eldon Way
located 133' south from Nira Lane
(Distance) (Intersection of town/town or town/county rd)

ATTACH A DRAWING OR MAP SHOWING ACCESS LOCATION ON ABOVE PROPERTY. Specify footage from lot lines and show all existing accesses.

Stopping Sight Distance Available: 250'+ (both directions)

Posted Speed Limit: 25

Stopping Sight Distance Required at Posted Speed Limit: 155'

Remarks: NO SIGHT PROBLEMS,

NOTE: Stopping sight distance for driveways is measured with an eye height of 3.5 feet above the pavement and an object height of 0.5 feet above shoulder elevation. To Determine "Stopping Sight Distance", please refer to the DOT Values Table.

Table with 2 columns: Design Speed MPH and Stopping Sight Distance. Rows include speeds from 25 to 70 MPH and corresponding distances from 155 to 730 feet.

CONDITIONS

Width of driveway: 20 feet.  
Center of driveway from property line: 90' feet.

No drainage culvert needed  
 Drainage culvert Size: Length: 24 Diameter: 15"  
**\* WisDOT Approved apron endwalls are also required.**

~~If this request is for an additional access:~~

- ~~• Property size in acres: \_\_\_\_\_~~
- ~~• Total road frontage on the road from which the proposed access would serve the parcel  
\_\_\_\_\_~~
- ~~• Measurement between centerlines of the existing and proposed accesses in feet  
\_\_\_\_\_~~
- ~~• Distance from the side setbacks of the property \_\_\_\_\_~~
- ~~• Zoning classification of the subject property \_\_\_\_\_  
Number of feet from intersections of any town/town or town/county roads: \_\_\_\_\_~~

Other Requirements:

1. Finished accesses must remain at, or below, the grade of the roadway edge for a minimum of ten feet.
2. A driveway may consist of concrete, gravel, or asphalt. The first (10) ten feet of driveway from the edge of the road inward may not be concrete, it must be gravel or asphalt from property to the edge of the road (hereinafter referred to as "Driveway Concrete Setback")
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Property Owner Signature

3/2/18

Date

Approval of initial access   
Town Representative

3-9-2018

Date

Access granted/denied by the Town Board on: \_\_\_\_\_, 20\_\_

Reason for denial \_\_\_\_\_

Deposit amount: \_\_\_\_\_ Type: \_\_\_\_\_ personal check  
\_\_\_\_\_ money order/cashier's check

Date deposit authorized to be *returned* by: Public Works Staff: \_\_\_\_\_

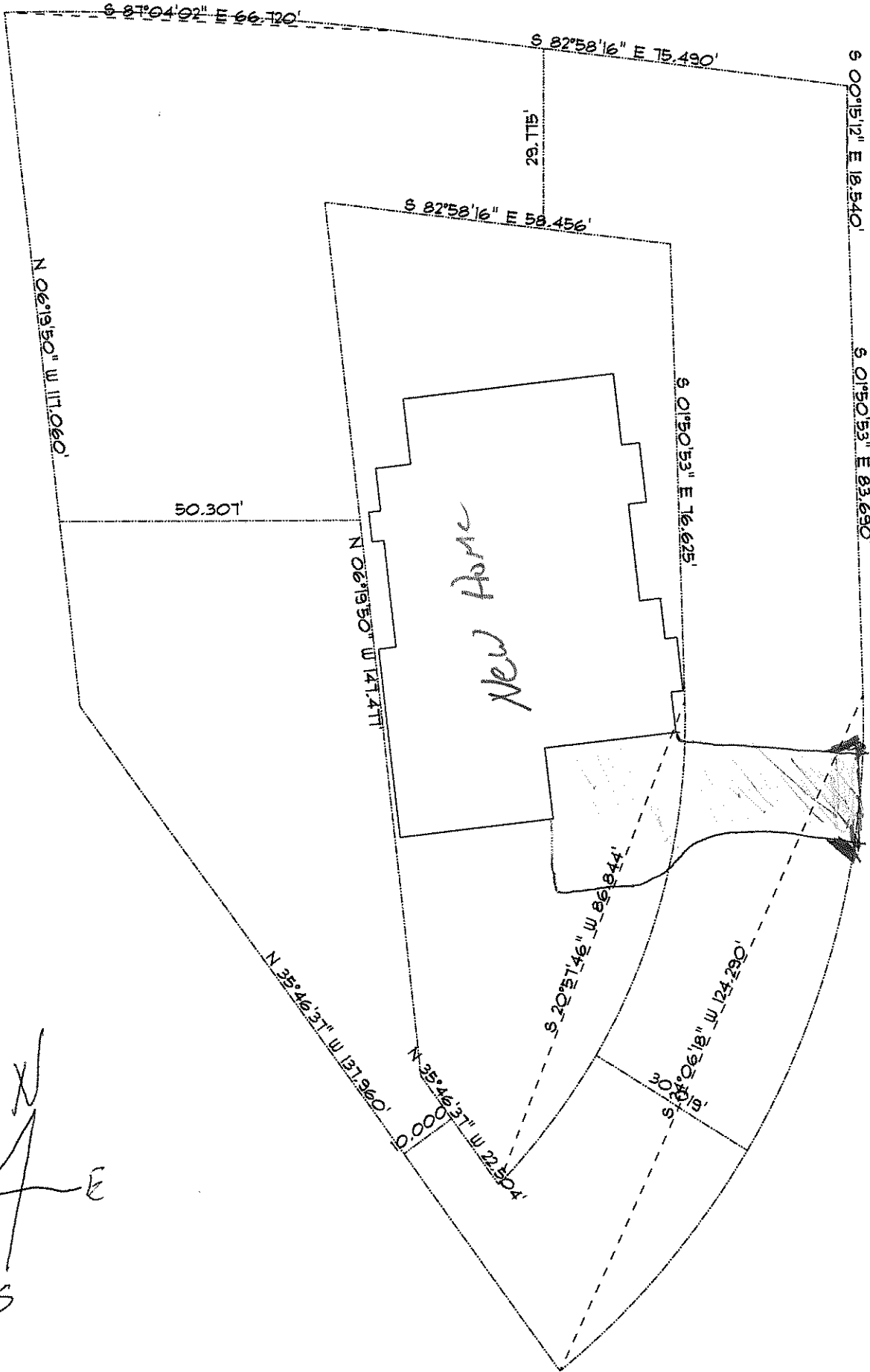
Town Board: \_\_\_\_\_

Date deposit authorized to be *held* by Town Board: \_\_\_\_\_

Date deposit returned by Clerk/Treasurer: \_\_\_\_\_

Comments:

NIRA Lane



Eldon Way



**RE: CUP# 002411 Conditions from County**

Allan, Majid [Allan@countyofdane.com]

**Sent:** Thursday, April 05, 2018 10:25 AM

**To:** JHanelwall

**Attachments:** 3-27-2018 ZLR meeting minu~1.pdf (170 KB)

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Hi Julie,

Attached are the minutes from the 3/27 ZLR meeting. I've also copied the conditions, below.

Let me know if you need anything else.

Take care,  
Majid

1. The batch plant at this site may be used only for the I39/90 Project WISDOT 1007-11-74, I90/39 South Dane County Line to East Church Road Southbound Lanes.

2. Operator shall provide the WisDOT project ID and documentation from WisDOT showing that material from this site meets project specifications. This documentation will be provided to the Dane County Zoning division.

3. No mineral extraction, no crushing, and no aggregate washing shall occur on-site.

4. There shall be no blasting on the site.

5. Operations shall cease no later than December 1, 2018.

6. Hours of operation shall be as follows:

Concrete Batching: day or night as required to meet WisDOT contract requirements, Monday – Saturday, and occasional Sunday. Limits established by the Township shall be included with the hours of operation.

7. The applicant shall follow the approved erosion control implementation plan (ECIP).

8. The operator shall use spray bars (water) and/or water truck to reduce dust and as requested by a representative of Lenox Landscape Supply. Use of spray bars is not required when the temperature is below freezing. The operator shall spray the site with water if and when needed to control dust.

9. The applicant shall apply for and receive all other required local, state and federal permits. Copies of permits must be provided to the Town of Albion.

10. The operator shall meet DNR standards for particulate emissions as described in NR 415.075 and NR 415.076.

11. The operator shall develop and operate the site according to the site/operations plan submitted with the application materials.

12. A berm minimum of three (3) feet above the elevation of the site pad will be placed along all sides of the site except the interstate side.

13. The operator and all haulers shall access the CUP site via the interstate with tracking pad as noted on the Site/Operations Plan. The applicant shall resubmit exhibit with the title "Site/Operations Plan" and provide a date of the submittal on the map for acceptance.

14. Applicant will not use any Town of Albion roads for hauling to/from this site.

15. No bulk fuel storage on site.
16. The operator shall require all trucks to have muffler systems that meet or exceed the current industry standards for noise abatement.
17. Noise from site shall be controlled by establishing a decibel limit with the County and the Town. The County to establish appropriate levels and monitoring details with approval from the Town Board since noise from the Interstate does impact this area as well.
18. Outdoor lighting will be portable and will be directed away from property lines, neighboring parcels and roads to mitigate impacts. Light must be directed in a way that it will not leave the site.
19. Applicant will provide a well usage report any month the well is used for the duration of the CUP.
20. Edgerton Fire Protection District shall review applicant's plan for operations and provide input on any conditions it sees as necessary to protect the public.
21. The owner/operator must post a copy of this conditional use permit #2411, including the list of all conditions, on the work site.
22. Dane County and the Town of Albion shall be listed as primary additional named insureds on the Rock Road Companies, Inc. liability insurance policy, which shall provide for a minimum of \$1,000,000 of combined single limit coverage per occurrence. Operator shall furnish a copy of a Certificate of Insurance as evidence of coverage before operations commence. The liability insurance policy shall remain in effect until operations cease.
23. The Zoning Administrator or designee may enter the premises of the operation in order to inspect those premises and to ascertain compliance with these conditions or to investigate an alleged violation. Unless the operation is in reasonable compliance with these terms of this approval, such approval is subject to amendment or revocation.
24. If any portion of these conditions is held invalid the remainder of these conditions and provisions shall not be affected thereby.

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**From:** JHaneWall [mailto:JHaneWall@townofalbion.net]  
**Sent:** Thursday, April 05, 2018 9:19 AM  
**To:** Allan, Majid  
**Subject:** CUP# 002411 Conditions from County

Majid,

Could you send me the new conditions the county put on this CUP at the meeting on 3/27/2018. I would like to get them approved at our April 10, meeting.

Thanks,

*Julie HaneWall*  
*Town of Albion*  
*608-884-8974*

## LEGAL SERVICES AGREEMENT

**THIS AGREEMENT**, by and between the City of Edgerton, a Wisconsin municipal corporation (hereinafter "City"), and Murphy Desmond S.C. (hereinafter the "Attorney").

**WHEREAS**, the City wishes to retain Attorney to provide legal services to the City in the capacity of Prosecuting Attorney; and

**WHEREAS**, the Attorney is willing to provide such services to the City on the terms and conditions provided herein;

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Nature of Agreement.** The City retains, employs and appoints Attorney, pursuant to §62.09(12), Wis. Stats., to act as Prosecuting Attorney for the City, to render service relating to the prosecution of traffic and other ordinance violations as required in Edgerton Municipal Court and other prosecuting courts for the City.

2. **Acceptance of Employment.** The Attorney accepts the obligation to perform the services set forth in this Agreement, promising City that Attorney will render to the best of the Attorney's ability the services described herein and during the continuance of this Agreement.

3. **Staffing.** William Morgan will have primary responsibility for representation of the City. He may, however, utilize other attorneys and legal assistants in the office in the best exercise of his professional judgment. Attorneys who will most frequently be involved in service to the City are Attorney William Morgan and Attorney Matthew Fleming.

#### 4. **Compensation for Services to be Provided.**

A. **Retainer Services.** For a fixed retainer fee of \$583 per month, the Attorney will provide the following services:

1. Prosecute local ordinance cases before the municipal court as well as any jury trials.
2. Answer correspondence and telephone inquiries regarding Municipal Court matters, including inquiries from City personnel, defendants, defense attorneys, victims, and witnesses.
3. Conducting pre-trial conferences;
4. Drafting and mailing all offer letters;
5. Answering all telephone inquiries regarding court hearings including but not limited to motions to reopen;
6. Defending all court cases transferred to another Municipal Court; and
7. Preparing for trials including but not limited to interviewing officers and witnesses

B. **Hourly Rate Service.** The following services are not included in the flat retainer fee listed above and will be billed at a rate of \$140 per hour:

1. Attendance at Municipal Court initial appearances and Municipal Court trials. The attorney

will divide the costs associated with municipal court attendance evenly between the municipalities in the joint court who have a contract with the Prosecuting Attorney

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 municipal court cases.

C. Attorney shall provide City with periodic billing statements, ordinarily on a monthly basis, and City agrees to pay any balance due on such statements within thirty (30) days of receipt. The parties acknowledge that there are sometimes delays in the accrual of costs incurred. In such cases, costs may be included in a subsequent bill.

5. **Designated Contact.** The City Administrator, under the supervision of the City Common Council, shall be the City's primary contact with the Attorney.

6. **Modification of Agreement.** Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if in writing and signed by authorized representatives of each party.

7. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the express prior written consent of the other party.

8. **Termination.** The term of this Agreement expires on April 21, 2020. Notwithstanding the above, the City may terminate this Agreement with at least 60 days' notice of its intent to terminate this Agreement. Upon expiration of this Agreement, the parties agree to negotiate in good faith regarding the terms of any further extensions of this Agreement.

9. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Wisconsin.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**CITY OF EDGERTON**

By: \_\_\_\_\_  
Christopher Lund, Mayor

Attest: \_\_\_\_\_  
Ramona Flanigan, Administrator

**MURPHY DESMOND S.C.**

By: \_\_\_\_\_  
William Morgan, Attorney  
33 E. Main Street, Suite 500 P.O. Box 2038  
Madison, WI 53701-2038

FEBRUARY 2018 BILLS TO PAY

VENDOR NAME	AMOUNT	DESCRIPTION
ALLIANT	1266.01	Utilities
CHARTER COMMUNICATIONS	330.78	Telephone
ROCK COUNTY ELECTRIC	69.31	Utilities
BANK OF EDGERTON - Credit Card	290.60	
M & I	4239.30	Payroll Tax, Fed, SS & Med SS
WI DEPT OF REVENUE	745.88	Payroll Tax - Wisconsin
WI RETIREMENT	2138.88	Retire - Andy, Julie, Josh
DEPT OF EMPLOYEE TRUST	5390.26	Insurance - Public Employees
DEEGAN HARDWARE	19.99	Garage Supplies
AXLEY BRYNELSON	0.00	Attorney fees
ROETHE, KROHN, POPE	70.00	Attorney fees
MSA PROFESSIONALS	2074.50	Engineering
LANDMARK SERVICES	238.19	Gas, Fuel
MOTOR PARTS & EXHAUST	140.62	Garage Supplies
CINTAS CORPORATION	88.20	Office Supplies
DANE COUNTY TREASURER	621.73	Sherriffs contract
MARTIN GROUP	30.38	Office Supplies
EDGERTON REPORTER	37.65	Public Notices, Publishing Expense
LAKESIDE INTERNATIONAL	11214.09	Repairs and Maint.
LANGE ENTERPRISES	180.13	Signs
BJOIN LIMESTONE, INC	188.93	Gravel
MID-STATE EQUIPMENT	46.78	Repairs and Maint.
WOLF PAVING	475.40	Roads
GRAYS, INC	437.19	Repairs and Maint.
ASLESON'S TRUE VALUE	112.99	Garage Supplies
THREE BLIND MICE	60.00	Office Supplies
EDGERTON FLORAL	50.00	Misc - Walters
CITY OF EDGERTON	10.97	Election Expense
<b>TOTAL</b>	<b>30568.76</b>	
ADVANCED DISPOSAL SERVICES	11257.62	

**TOWN OF ALBION**  
**Profit & Loss Budget vs. Actual**  
 January 1 through April 5, 2018

Ordinary Income/Expense	<u>Jan 1 - Apr 5, 18</u>	<u>Budget</u>
<b>Income</b>		
4300 · BUILDING PERMITS	3,371.82	9,000.00
4301 · BUILDING PERMITS-TNS SHARE	1,097.27	2,250.00
4305 · DRIVEWAY PERMITS	2,550.00	200.00
4320 · ZONING	2,808.11	2,500.00
4325 · TITLE SEARCH	360.00	1,800.00
4330 · BANK INTEREST	15.96	150.00
4340 · COURT FINES	585.00	1,000.00
4355 · WASTE HAULERS PERMITS	0.00	0.00
4360 · TOWN HALL RENT	1,870.00	4,300.00
4370 · STATE SHARED REV	0.00	38,025.00
4375 · EXEMPT COMPUTER STATE AID	0.00	121.00
4390 · CABLE TV FRANCHISE FEE	2,854.44	10,000.00
4400 · LIQUOR LICENSES	0.00	3,300.00
4420 · OPERATORS & OTHER LICENSE	50.00	2,450.00
4425 · RECYCLING GRANT	260.95	4,700.00
4430 · DOG LICENSE	575.00	300.00
4460 · GENERAL TRANSPORATION AID	30,256.68	121,026.74
4701 · OTHER INCOME	0.00	50.00
4820 · SHELTER-RENT	875.00	0.00
4850 · PLAYGROUND EQUIP./PARK IMPROVE	1,500.00	3,000.00
4890 · CURBSIDE SERVICE	0.00	135,780.00
4891 · ATC MONEY	0.00	78,451.00
<b>Total Income</b>	<b>49,030.23</b>	<b>418,403.74</b>
<b>Expense</b>		
5224 · COLLECTION CENTER EXPENSE	0.00	165.00
5235 · RECYCLE EXPENSE	33,750.86	135,780.00
5240 · PLANNING COMMISSION	0.00	2,000.00
5250 · DOG LICENSE FEES TO DANE COUNTY	892.50	1,300.00
5260 · ELECTION EXPENSE	1,220.97	7,000.00
5270 · BOARD OF REVIEW	0.00	200.00
5280 · BRIDGE REPLACEMENT	1,300.00	2,100.00
5290 · TAX REFUNDS	4,337.48	0.00
5292 · SEWER ASSESSMENTS FOR ALBION	3,510.60	3,510.60
5333 · GRAVEL EXPENSE	93.10	7,000.00
5343 · CULVERTS	0.00	5,000.00
5420 · DANE COUNTY SHERIFFS CONTRACT	1,865.55	9,000.00
5430 · ASSESSOR SALARY	2,180.00	10,900.00
5450 · ROCK RIVER SAFETY PATROL	0.00	2,373.00
5516 · PERMITS BUILDING	1,775.52	9,000.00
5601 · ROAD & MATERIALS	475.40	220,000.00
5621 · HIGHWAY FRINGES	11,456.15	44,750.00

**TOWN OF ALBION**  
**Profit & Loss Budget vs. Actual**  
 January 1 through April 5, 2018

	<u>Jan 1 - Apr 5, 18</u>	<u>Budget</u>
5630 · REPAIRS & MAINTANCE	17,618.77	22,000.00
5638 · TREE TRIMMING	0.00	25,000.00
5640 · GAS OIL FUEL	578.99	15,000.00
5645 · ROAD SIGNS	-14.61	4,000.00
5650 · GARAGE GENERAL SUPPLES	4,088.59	8,000.00
5695 · SALT EXPENSE	21,832.86	33,000.00
5700 · EDUCATION	125.00	300.00
5701 · PLOW PURCHASE-NEW	0.00	34,453.81
5732 · EQUIPMENT PURCHASE	3,543.00	3,500.00
5734 · OFFICE/GARAGE(NEW)REPAIR	35.00	0.00
5920 · TOWN HALL EXPENSE	311.30	2,000.00
5925 · UTILITIES	5,194.43	15,000.00
5935 · TELEPHONE	990.62	3,900.00
6010 · PARK EQUIPMENT/MAINT	1,500.00	3,300.00
6105 · Clerk Fringes	4,860.42	19,500.00
6120 · PUBLIC NOTICE/PRINTING	280.50	1,000.00
6130 · DUES/SUBSCRIPTIONS	65.00	3,100.00
6140 · POSTAGE	100.00	0.00
6145 · OFFICE EQUIP/SUPPLIES	256.38	3,000.00
6240 · INSURANCE	21,583.00	20,000.00
6250 · ENGINEERING	10,087.26	5,000.00
6270 · AUDIT	3,250.00	6,500.00
6275 · LEGAL	3,032.00	4,000.00
6280 · MISC EXPENSE	152,661.86	2,000.00
5020 · BOARD SALARY	3,150.00	13,000.00
5620 · HIGHWAY WAGES	30,283.60	126,500.00
5921 · TOWN HALL CLEANING	510.00	2,000.00
6100 · CLERK/TREASURE SALARY	8,250.00	33,000.00
6110 · DEPUTY CLERK/TEMP	719.00	600.00
6190 · PAYROLL TAXES	3,598.09	12,000.00
6700 · 6560 - Payroll Expenses - Other	7,111.23	0.00
Total 6700 · 6560 - Payroll Expenses	<u>53,621.92</u>	<u>187,100.00</u>
Total Expense	<u>368,460.42</u>	<u>880,732.41</u>