

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

Monday, March 4, 2019 at 6:30 p.m.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, March 1, 2019.
3. Consider Approval of February 18, 2019 Minutes.
4. Consider approval of bills and payroll list.
5. Consider approval of licenses.
6. Consider Business Park land lease agreement with Rocky McGuire.
7. Consider awarding library building HVAC system bid.
8. Consider addendum to Cedar contract for the construction of the library HVAC system.
9. Consider awarding 2019 sidewalk project bids.
10. Consider approval of high bid for police surplus ammunition as of auction bid closing on March 4th.
11. Finance Director's report.
12. Project updates.
13. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

**FEBRUARY 18, 2019 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Chair Mark Wellnitz called the meeting to order at 6:45 p.m.

Present: Mark Wellnitz, David Esau, and Candy Davis.

Others Present: City Administrator Ramona Flanigan, Clerk-Treasurer Cindy Hegglund, Public Works Director Tom Hartzell, Utility Director Randy Oren, Library Director Kirsten Almo, interim Police Chief Randy Meehan, and a few citizens.

Hegglund confirmed the meeting agendas were properly posted on Friday, February 15th at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES: A Candy Davis/David Esau motion to approve the minutes from the February 4, 2019 Finance Committee meeting passed, all voted in favor.

BILLS AND PAYROLL: A Candy Davis/David Esau motion to approve bills and payroll in the amount of \$2,289,458.98 passed on a 3/0 roll call vote.

LICENSES: A Candy Davis/David Esau motion to approve a Temporary Class "B" license for the Edgerton FFA Alumni on March 9, 2019 passed on a 3/0 roll call vote.

BUSINESS PARK LAND LEASE: Flanigan stated the City received four bids. The high bidder agrees to the conditions in the previous agreement. If approved, staff will bring a new lease for approval at the next meeting.

A Candy Davis/David Esau motion to approve the high bid from Rocky McGuire of \$60 per acre for the lease of the Business Park vacant land lease with the agreement that the leaser is allowed to fertilize and over seed (not till) the area at his expense and the property is in a cover crop passed on a 3/0 roll call vote.

DECLARE POLICE DEPARTMENT AMMUNITION AS SURPLUS: Acting Police Chief Randy Meehan stated this is the first-time ammunition has been requested to be declared surplus. It is .45 caliber ammunition that the officers no longer use that caliber weapon.

A Candy Davis/David Esau motion to declare the police department old ammunition as surplus passed on a 3/0 roll call vote.

SQUAD CAR BIDS: It was noted that the amount stated in the budget is the net of the new squad purchase less the estimated trade value of the retiring squad. The budget amount is \$19,000.

A Candy Davis/David Esau motion to approve the purchase of a 2019 squad car from Griffin Chrysler Dodge Jeep in the amount of \$21,622 passed on a 3/0 roll call vote.

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

Cindy Hegglund
City Clerk-Treasurer

Adopted March 4, 2019

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Invoice Date = 03/01/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
10013100								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	68.69	.00		
Total 10013100:					68.69	.00		
10021532								
13 ch	AFLAC	429567	MONTHLY AFLAC PREMIUM	03/01/2019	167.63	.00		
13 ch	AFLAC	981473	MONTHLY AFLAC PREMIUM	03/01/2019	167.63	.00		
Total 10021532:					335.26	.00		
10021599								
3569 c	AUTUMN SUPPLY	12441	DPW JACKET - BUHROW	03/01/2019	70.67	.00		
Total 10021599:					70.67	.00		
10023100								
4892 c	HRUBES, AMANDA OR STEVEN	2019	RESTITUTION COLLECTED	03/01/2019	40.00	.00		
Total 10023100:					40.00	.00		
10051100340								
231 ch	EDGERTON REPORTER CO IN	1343	CROSSING GUARD SPONSOR - COUNCIL	03/01/2019	14.00	.00		
231 ch	EDGERTON REPORTER CO IN	1590	SCHOOL BUS DRIVER SPONSOR	03/01/2019	14.00	.00		
Total 10051100340:					28.00	.00		
10051300210								
2936 c	MURPHY DESMOND LAWYERS	8075247	JAN 2019 RETAINER	03/01/2019	2,083.34	.00		
Total 10051300210:					2,083.34	.00		
10051310210								
2936 c	MURPHY DESMOND LAWYERS	8075242	CERTIFIED PARTS APPEAL	03/01/2019	82.50	.00		
Total 10051310210:					82.50	.00		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8075245	JAN 2019 PROSECUTOR HOURLY	03/01/2019	948.56	.00		
Total 10051320210:					948.56	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	58.87	.00		
Total 10051410153:					58.87	.00		
10051410320								
231 ch	EDGERTON REPORTER CO IN	1463	FARMLAND LEASE AD	03/01/2019	19.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10051410320:					19.50	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	105.97	.00		
Total 10051430153:					105.97	.00		
10051430320								
231 ch	EDGERTON REPORTER CO IN	1691	COUNCIL MINUTES - 2/6/19	03/01/2019	48.51	.00		
231 ch	EDGERTON REPORTER CO IN	1752	DOG AND CAT LICENSE AD	03/01/2019	11.67	.00		
231 ch	EDGERTON REPORTER CO IN	30912	COUNCIL MINUTES - 12/3/18	03/01/2019	40.66	.00		
231 ch	EDGERTON REPORTER CO IN	30914	LIQUOR LICENSE APP - CAFE ON MAIN	03/01/2019	12.40	.00		
231 ch	EDGERTON REPORTER CO IN	30915	COUNCIL MINUTES - 11/19/19	03/01/2019	38.38	.00		
231 ch	EDGERTON REPORTER CO IN	30916	JT COUNCIL/RDA MINUTES - 12/3/18	03/01/2019	27.44	.00		
4460 c	CODE PUBLISHING, INC	62635	CODE UPDATE 11-09	03/01/2019	145.50	.00		
Total 10051430320:					324.56	.00		
10051440340								
934 ch	STAPLES CREDIT PLAN	7214220202	LABELS - ELECTIONS	03/01/2019	22.25	.00		
Total 10051440340:					22.25	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	82.42	.00		
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	41.20	.00		
Total 10051510153:					123.62	.00		
10051511210								
4891 c	KEY BENEFIT CONCEPTS, INC	2260123	SERVICES THROUGH JAN 2019 - VALUATIO	03/01/2019	1,000.00	1,000.00	02/22/2019	
Total 10051511210:					1,000.00	1,000.00		
10051520210								
604 ch	ROCK CO TREASURER	2019	2018 TAX COLLECTION CHARGES	03/01/2019	1,374.35	.00		
Total 10051520210:					1,374.35	.00		
10051520320								
2264 c	MTAW	3/1/19	SALVO TREASURER CERTIFICATION	03/01/2019	50.00	50.00	02/26/2019	
Total 10051520320:					50.00	50.00		
10051520330								
2264 c	MTAW	SPRING 2019	SPRING CONFERENCE REGISTRATION FOR	03/01/2019	130.00	.00		
2264 c	MTAW	SPRING 2019A	SPRING CONFERENCE REGISTRATION FOR	03/01/2019	130.00	.00		
Total 10051520330:					260.00	.00		
10051600210								
568 ch	PROFESSIONAL PEST CONTR	395030	PEST CONTROL - CITY HALL	03/01/2019	26.20	.00		
596 ch	ROBINSON'S MARKETING DIV I	24440	CLEANING THROUGH 2/15/19 - CITY HALL	03/01/2019	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24456	CLEANING THROUGH 2/22/19 - CITY HALL	03/01/2019	190.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10051600210:					286.20	.00		
10051600225								
311 ch	FRONTIER COMMUNICATIONS	JAN 19 3341	608-884-3341 TELEPHONE CHARGES	03/01/2019	196.76	.00		
Total 10051600225:					196.76	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	117.74	.00		
Total 10052100153:					117.74	.00		
10052100210								
4525 c	DEAN CLINIC	1/23/19	PRE-EMPLOYMENT LABS - COWDEN	03/01/2019	34.00	.00		
Total 10052100210:					34.00	.00		
10052100240								
2336 c	LOCATEPLUS HOLDINGS COR	119FB1062	LOCATE PLUS WEBSITE USE	03/01/2019	25.00	.00		
Total 10052100240:					25.00	.00		
10052100320								
231 ch	EDGERTON REPORTER CO IN	1356	CROSSING GUARD SPONSOR - POLICE DE	03/01/2019	14.00	.00		
231 ch	EDGERTON REPORTER CO IN	1602	SCHOOL BUS DRIVER SPONSOR	03/01/2019	14.00	.00		
359 ch	BLISS COMMUNICATIONS INC	2019-2020	2019-20 SUBSCRIPTION RENEWAL	03/01/2019	119.60	.00		
Total 10052100320:					147.60	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	981.18	.00		
Total 10052120153:					981.18	.00		
10052120210								
476 ch	EDGERTON HOSPITAL & HEAL	1/5/19	ALCOHOL COLLECTION	03/01/2019	87.00	.00		
Total 10052120210:					87.00	.00		
10052120225								
130 ch	US CELLULAR	0292980032	POLICE CELL PHONES	03/01/2019	169.75	.00		
Total 10052120225:					169.75	.00		
10052120340								
3948 c	CHOICE CLEANERS	1/4/19	REPAIR TWO SHIRTS - PD	03/01/2019	16.80	.00		
Total 10052120340:					16.80	.00		
10052120380								
4869 c	GRIFFIN AUTO INC JEFFERSO	207025	17 PD SQUAD - REPLACE COOLING FAN	03/01/2019	549.80	.00		
Total 10052120380:					549.80	.00		
10052140330								
3759 c	VILLAGE OF CLINTON POLICE	2/23/19	TRAINING - MEEHAN/VIERCK	03/01/2019	50.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10052140330:					50.00	.00		
10052140340								
3463 c	ROCK CO SHERIFF'S DEPT	AR204682	PTO COURSE - VIERCK/KANABLE	03/01/2019	500.00	.00		
Total 10052140340:					500.00	.00		
10052150210								
568 ch	PROFESSIONAL PEST CONTR	395030	PEST CONTROL - PD	03/01/2019	21.20	.00		
596 ch	ROBINSON'S MARKETING DIV I	24440	CLEANING THROUGH 2/15/19 - POLICE STA	03/01/2019	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24456	CLEANING THROUGH 2/22/19 - POLICE STA	03/01/2019	119.00	.00		
Total 10052150210:					259.20	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	117.74	.00		
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	76.53	.00		
Total 10053100153:					194.27	.00		
10053100340								
4894 c	THE MAILBOX STORE	2/26/19	REPLACEMENT MAILBOXES - SNOW	03/01/2019	518.00	.00		
Total 10053100340:					518.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	627.96	.00		
Total 10053230153:					627.96	.00		
10053230210								
568 ch	PROFESSIONAL PEST CONTR	395030	PEST CONTROL - MUNI GARAGE	03/01/2019	21.20	.00		
Total 10053230210:					21.20	.00		
10053230221								
21 ch	ALLIANT ENERGY	JAN 19 129372	129372 ELECTRIC CHARGES	03/01/2019	798.03	.00		
21 ch	ALLIANT ENERGY	JAN 19 370054	370054 ELECTRIC CHARGES	03/01/2019	180.00	.00		
Total 10053230221:					978.03	.00		
10053230224								
21 ch	ALLIANT ENERGY	JAN 19 129372	129372 GAS CHARGES	03/01/2019	1,270.86	.00		
21 ch	ALLIANT ENERGY	JAN 19 370054	370054 GAS CHARGES	03/01/2019	378.62	.00		
Total 10053230224:					1,649.48	.00		
10053230225								
311 ch	FRONTIER COMMUNICATIONS	FEB 19 3809	608-884-3809 TELEPHONE CHARGES	03/01/2019	33.01	.00		
311 ch	FRONTIER COMMUNICATIONS	FEB 19 4037	608-884-4037 TELEPHONE CHARGES	03/01/2019	76.82	.00		
311 ch	FRONTIER COMMUNICATIONS	JAN 19 3341	608-884-3341 TELEPHONE CHARGES	03/01/2019	49.19	.00		
Total 10053230225:					159.02	.00		
10053230340								
194 ch	DEEGAN'S HARDWARE INC	JAN 2019	JAN 2019 CHARGES - MUNI GARAGE	03/01/2019	73.10	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
3014 c	NORTHWOODS SUPERIOR CH	215971	VEHICLE WAX/DEGREASER/URINAL TAB	03/01/2019	145.35	.00		
Total 10053230340:					218.45	.00		
10053240340								
2858 c	BOBCAT OF JANESVILLE	02-128800	NUTS/BOLTS/SKID SHOE - BOBCAT	03/01/2019	390.12	.00		
Total 10053240340:					390.12	.00		
10053310340								
3404 c	BURNS FULL SERVICE LLC	FEB 2019	FEBRUARY 2019 GAS/DIESEL CHARGES - S	03/01/2019	1,414.02	.00		
Total 10053310340:					1,414.02	.00		
10053310380								
194 ch	DEEGAN'S HARDWARE INC	JAN 2019	JAN 2019 CHARGES - STREET VEHICLE MAI	03/01/2019	86.18	.00		
2371 c	MONROE TRUCK EQUIPMENT I	5395927	PARTS - PLOW TRUCKS	03/01/2019	254.69	.00		
2371 c	MONROE TRUCK EQUIPMENT I	5397662	PARTS - PLOWS	03/01/2019	337.34	.00		
Total 10053310380:					678.21	.00		
10053310385								
3404 c	BURNS FULL SERVICE LLC	FEB 2019	FEBRUARY 2019 GAS/DIESEL CHARGES - S	03/01/2019	2,324.05	.00		
Total 10053310385:					2,324.05	.00		
10053310810								
582 ch	REGISTRATION FEE TRUST	2019	REGISTRATION FEE FOR 2008 INTERNATIO	03/01/2019	5.00	5.00	02/26/2019	
Total 10053310810:					5.00	5.00		
10053310820								
73 ch	BANDT COMMUNICATIONS INC	2019800081	RADIO INSTALL - 2008 INTERNATIONAL	03/01/2019	129.50	.00		
Total 10053310820:					129.50	.00		
10053318340								
109 ch	BRUCE MUNICIPAL EQUIP INC	P09667	COUPLING - SNOWBLOWER	03/01/2019	929.64	.00		
259 ch	FASTENAL COMPANY	WIJAN202715	ROAD SALT	03/01/2019	549.50	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	44982	TORPEDO SAND - SNOW	03/01/2019	249.43	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	44987	TORPEDO SAND - SNOW	03/01/2019	1,197.00	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	45000	TORPEDO SAND - SNOW	03/01/2019	718.20	.00		
3421 c	PRAIRIE AVENUE CONCRETE I	45005	TORPEDO SAND - SNOW	03/01/2019	239.40	.00		
4876 c	DETROIT SALT COMPANY	82370	ROAD SALT	03/01/2019	2,028.51	.00		
Total 10053318340:					5,911.68	.00		
10053420221								
21 ch	ALLIANT ENERGY	JAN 15 833074	833074 ELECTRIC CHARGES	03/01/2019	4,840.71	.00		
21 ch	ALLIANT ENERGY	JAN 19 55211	555211 ELECTRIC CHARGES	03/01/2019	29.39	.00		
Total 10053420221:					4,870.10	.00		
10054910221								
21 ch	ALLIANT ENERGY	JAN 19 177564	177564 ELECTRIC CHARGES	03/01/2019	18.97	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10054910221:					18.97	.00		
10054910340								
3014 c	NORTHWOODS SUPERIOR CH	215971	VEHICLE WAX	03/01/2019	44.00	.00		
Total 10054910340:					44.00	.00		
10054910385								
3404 c	BURNS FULL SERVICE LLC	FEB 2019	FEBRUARY 2019 GAS/DIESEL CHARGES - C	03/01/2019	145.86	.00		
Total 10054910385:					145.86	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	363.06	.00		
Total 10055110153:					363.06	.00		
10055110210								
568 ch	PROFESSIONAL PEST CONTR	395030	PEST CONTROL - LIBRARY	03/01/2019	25.20	.00		
Total 10055110210:					25.20	.00		
10055142340								
231 ch	EDGERTON REPORTER CO IN	30913	NOTICE OF TAXI FARE CHANGES	03/01/2019	25.94	.00		
Total 10055142340:					25.94	.00		
10055200221								
21 ch	ALLIANT ENERGY	JAN 19 413465	413465 ELECTRIC CHARGES	03/01/2019	25.28	.00		
21 ch	ALLIANT ENERGY	JAN 19 563154	563154 ELECTRIC CHARGES	03/01/2019	74.06	.00		
Total 10055200221:					99.34	.00		
10055200340								
3014 c	NORTHWOODS SUPERIOR CH	215971	VEHICLE WAX/DEGREASER/URINAL TAB	03/01/2019	145.36	.00		
Total 10055200340:					145.36	.00		
10055420225								
311 ch	FRONTIER COMMUNICATIONS	FEB 19 3232	608-884-3232 TELEPHONE CHARGES	03/01/2019	26.51	.00		
Total 10055420225:					26.51	.00		
10055420340								
568 ch	PROFESSIONAL PEST CONTR	395030	JUNE 2017 PEST CONTROL - POOL	03/01/2019	21.20	.00		
Total 10055420340:					21.20	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	MARCH 2019	MARCH 2019 DENTAL INSURANCE	03/01/2019	35.32	.00		
Total 10056300153:					35.32	.00		
10056400340								
231 ch	EDGERTON REPORTER CO IN	1415	ZBA HEARING - NON CONFORMING BUILDIN	03/01/2019	15.06	.00		
231 ch	EDGERTON REPORTER CO IN	1749	ZBA HEARING - SAMUELSEN GARAGE	03/01/2019	12.64	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10056400340:					27.70	.00		
20653630297								
4457 c	WASTE MANAGEMENT OF WI-	JAN 2019	JAN 2019 GARBAGE/RECYCLING FEE	03/01/2019	20,689.39	.00		
Total 20653630297:					20,689.39	.00		
40057140820								
3690 c	CEDAR CORPORATION	98307	LIBRARY HVAC DESIGN	03/01/2019	2,637.50	.00		
3690 c	CEDAR CORPORATION	98874	LIBRARY HVAC DESIGN	03/01/2019	1,583.08	.00		
Total 40057140820:					4,220.58	.00		
40057328820								
231 ch	EDGERTON REPORTER CO IN	1689	2019 SIDEWALK REPLACEMENT BIDS	03/01/2019	39.76	.00		
3690 c	CEDAR CORPORATION	98877	2019 CITY SIDEWALK REPLACEMENT PROG	03/01/2019	2,562.25	.00		
Total 40057328820:					2,602.01	.00		
40057330820								
3690 c	CEDAR CORPORATION	98876	SWEENEY ROAD RECONSTRUCTION	03/01/2019	8,063.00	.00		
Total 40057330820:					8,063.00	.00		
40657121820								
2936 c	MURPHY DESMOND LAWYERS	8075246	GREEN-TEK DEVELOPMENT	03/01/2019	709.50	.00		
Total 40657121820:					709.50	.00		
40657125820								
4893 c	SUNDBY, NELSON	2019	FACADE GRANT - 15 HENRY ST	03/01/2019	1,646.56	.00		
Total 40657125820:					1,646.56	.00		
40657630820								
723 ch	VANDEWALLE & ASSOCIATES I	201902011	PLANNING SERVICES - SHOE FACTORY	03/01/2019	1,468.75	.00		
Total 40657630820:					1,468.75	.00		
60380840340								
934 ch	STAPLES CREDIT PLAN	7214043761	BINDERS - UTILITY METERS	03/01/2019	5.87	.00		
Total 60380840340:					5.87	.00		
80024311								
604 ch	ROCK CO TREASURER	L2019	LOTTERY CREDIT CHARGEBACKS	03/01/2019	1,518.99	.00		
Total 80024311:					1,518.99	.00		
Grand Totals:					72,409.37	1,055.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
--------	-------------	----------------	-------------	--------------	-----------------------	-------------	-----------	---

Total General Fund Vouchers: \$72,409.37
Total Payroll Check Date 3/1/19: \$68,307.59
GRAND TOTAL OF GENERAL FUND: \$140,716.96
Finance Committee Members Signatures of Approval:

DAVID ESAU

CANDY DAVIS

MARK WELLNITZ

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.GL Account = "00110200"-"40857700820","60311000"-"80024610"
Invoice.Invoice Date = 03/01/2019

AGRICULTURAL LEASE

THIS INDENTURE, made this 4th day of March, 2019, by and between the City of Edgerton, a Wisconsin municipal corporation, of 12 Albion Street, Edgerton, Wisconsin 53534, hereinafter referred to as Lessor, and Rocky McGuire, of _____, Edgerton, County of Rock, State of Wisconsin, hereinafter referred to as Lessee.

WITNESSETH, that the Lessor for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, has by these presents demised and leased to the Lessee the following described property, lying and being in Rock County, State of Wisconsin, to-wit:

Approximately 40 acres more or less located in Sections 34 and 35, City of Edgerton, Dane County, Wisconsin (Tax Parcel No. 051234197452, 051234195102, 051234196803, 051235294002, 05123529160, and 051234198412. (Described as Lots 1, 2, 3, 4, and 5 in Exhibit A which is incorporated by reference herein.)

TO HOLD for the term of five (5) years, beginning on the 5th day of March, 2019, and ending on the 4th day of March, 2024, under the following terms and conditions:

Lessee shall pay rent on or before March 15 of each year in the amount of Sixty Dollars (\$60.00) per acre. The total annual rent payment shall be \$2,400.

Lessee promises to pay said rent at the times and in the manner aforesaid during the continuance of said term, and not to sublease the said premises or any part thereof, nor assign this lease without the consent of the Lessor, in writing, and to quit and deliver up the same to the Lessor or Lessor's attorney, peaceably and quietly, at end of said term.

And it is further expressly understood by and between the parties hereto, as follows:

1. For purposes of determining the total rent, the actual acreage subject to this lease shall be determined by a method of measurement acceptable to both parties.
2. The Lessee shall maintain a grass or alfalfa cover crop on all parcels at all times during the term of the lease. Lessee shall be entitled to harvest the cover crop. If the Lessee decides to not seed or harvest the cover crop on any of the acreage, the Lessee agrees to mow the area where a crop is not harvested at least once per year to prohibit the establishment of trees or other woody plant material.
3. Lessor reserves the right to sell, develop, or allow the development of any of the parcels during the term of the lease. If any portion of the leased premises are sold prior to the expiration of the term of this Agreement, the Lessee shall be entitled to a pro rata reduction in the annual lease amount, effective with the next annual lease payment. If a parcel is sold in the final year of the lease, the Lessor will refund the prorated lease amount within 30 days of the parcel being removed from production. The Lessee will be entitled to remove whatever crop exists prior to commencement of excavation or the sale of the parcel. Lessor will provide Lessee with no less than a 7 day notice prior to commencing any excavation or sale. Lessee agrees to continue to mow the grass crop to make the premises appear orderly throughout the year.
4. Lessor is not liable for damage to Lessee's crops.

5. The Lessee covenants to exercise good husbandry on said premises and not to "commit waste" to the premises. Lessee will be permitted to fertilize and seed the parcels.
6. The Lessee shall maintain said premises during his tenancy in as good condition as at the beginning of the lease term, normal wear and depreciation and damage from causes beyond the Lessee's control excepted. The Lessor shall maintain any fences. The Lessee may trim or remove trees and brush on the premises with permission from Lessor. Lessee recognizes the existence of various buried utilities around the parcels and agrees not disturb or damage these utilities with its operations. Lessee also recognizes the parcels being located in a Business Park are improved with curb and gutter. The Lessee agrees to not damage the curb and gutter when accessing each parcel and shall bear the costs of repair for any damage caused by the Lessee's operations.
7. Lessee recognizes that lot #5 is occasionally used by dog owners as a dog park. Lessee agrees to cooperate with dog owners' use of the parcel. Lessor agrees to provide temporary signage restricting the use of the area as a dog park during harvest periods if needed.
8. The Lessee further covenants not to remove any of the crops raised on said premises during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof; and if any crops raised on said premises during said term, shall be removed, or attempted to be removed by any person or persons before the payment of said rent, or if the Lessee shall sell, or attempt to sell said crops, or any part thereof; or if the same or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies, said rent shall immediately become due and payable, and the said Lessor, or his legal representative, shall have the right to enter into the said premises and to take possession of the said crops, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest or gather and sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved.
9. Lessor, or its legal representatives, agents or assigns, may enter upon said premises for the purpose of viewing, and of making repairs or showing the premises to prospective purchasers.
10. The Lessee further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Lessor.
11. Lessee agrees to conform to the State and Local Laws and Statutes regarding noxious weeds, and all Local, State and Federal laws affecting the use of the property.

The words "Lessor" and "Lessee" when used herein shall be taken to mean either the singular or the plural as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF:

CITY OF EDGERTON
Lessor:

By: _____
Christopher Lund, Mayor

By: _____
Ramona Flanigan, City Administrator

Lessee:

By: _____
Rocky McGuire

Exhibit A



Edgerton Business Park Farm Lease

Memo

To: Common Council
From: Staff
Date: 2/28/2019
Re: March 4, 2019 Meeting

Library HVAC Award: The background information about the library bids will be provided at the meeting on Monday.

Cedar Contract Amendment for Library HVAC: Included in your packet is an addendum to the Cedar contract for \$10,000 for the Library HVAC construction portion of the project. Services include review of shop drawings, review of equipment installation, pay request preparation, and value engineering services.

Project No: 4894-0073
Addn. No: 38
Date: 02/26/19

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Library HVAC Construction, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Library HVAC Construction

- Description: Construction engineering is to be provided to review shop drawings to insure compliance with the specified equipment and to review installed equipment once the contractor completes the installation. In addition, we will respond to Contractor questions and coordinate the equipment installation with City staff as needed. Construction engineering also includes bidding and bid reviews and payment request reviews/approvals.

1.1 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by printing Bid Documents, distributing Bid Documents to those requesting such, maintaining a record of Bid Documents holders, and receiving and processing charges for the Bid Documents.
- Interpretation of Contract Documents and preparation of Addenda during the bidding period.
- Preparation of bid tabulations.

- Analysis of bid results.
- Consultation with the OWNER on the award of contracts.
- Assist in preparation of formal Contract Documents for review by the OWNER'S legal representative.

1.2 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.

1.3 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site periodically. Continuous surveillance of construction activities will not be required. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction. We are teaming with Muermann Engineering to complete this work.

Services to be offered by the ENGINEER are limited to those specified below:

- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- Recommendation for payment of Contractor's progress payment requests.

1.4 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph AT ADDITIONAL COST if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, 1.3, and 1.4 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations (currently 58 cents/mile).
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.4 = \$ 10,000

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Project Advertising	January 2019
Project Bid/Award	March/April 2019
Project Construction Start	April/May 2019
Substantial Completion	September 2019
Final Completion	October 2019

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this _____ day of _____, 2019.

For OWNER:

City of Edgerton

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

For ENGINEER:

Cedar Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2019 Schedule of Hourly Rates

<u>TITLE</u>	<u>RATE</u>
Principal	\$145.00
Director	\$135.00
Lead Project Manager	\$132.00
Senior Project Manager / Lead Senior Planner	\$130.00
Lead Engineer	\$130.00
Senior Architect	\$125.00
Project Manager III	\$125.00
Senior Construction Manager	\$125.00
Project Manager II	\$120.00
Landscape Architect	\$110.00
Project Engineer III / Project Manager I	\$110.00
Technician V	\$106.00
Senior Planner	\$105.00
Project Engineer II / Environmental Specialist III	\$102.00
Architect / Technician IV / Technical Specialist	\$ 95.00
Professional Land Surveyor II / Project Engineer I	\$ 95.00
Construction Manager	\$ 95.00
Environmental Specialist II	\$ 91.00
Professional Land Surveyor I	\$ 90.00
Staff Engineer II	\$ 88.00
Technician III	\$ 85.00
Environmental Specialist I	\$ 81.00
Staff Engineer I	\$ 80.00
Planner II / Technician II	\$ 75.00
Planner I / Administrative Assistant II	\$ 70.00
Technician I	\$ 69.00
Administrative Assistant I	\$ 65.00
Intern-Coop	\$ 62.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Photocopying (24" x 36")	\$7.00/sheet
Photocopying (11" x 17")	\$2.00/sheet
Photocopying (8½" x 11")	\$0.50/sheet
Vehicle Mileage	\$0.58/mile ¹
GPS/Robotic Survey Equipment	\$30/hour

¹ Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT BEGINNING WITH THE MARCH BILLING OF EACH YEAR.

