

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

Monday, August 5, 2019 at 6:30 p.m.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, August 2, 2019.
3. Consider Approval of July 15, 2019 Minutes.
4. Consider change order #1 from AAON for the library HVAC project.
5. Consider approval of bills and payroll vouchers.
6. Consider approval of licenses.
 - a. Consider operators licenses for Karley Richter and Alexandria Welte.
7. Consider Flip Flop Grants to the following:
 - a. 102 W Fulton St (C&M Printing)
 - b. 125 W Fulton St (Bonnie's Beauty Shop)
 - c. 14 W Fulton St HVAC (Feels Like Home)
 - d. 14 W Fulton St Windows (Feels Like Home)
8. Consider farmland lease for 2 acres located on Lord St.
9. Consider quotes for Central Park tree removal.
10. Consider Veteran's Building lease renewal.
11. Consider additions to National Night Out public event packet.
12. Consider date change for Gravity Racers Classic – Night Race.
13. Consider approval of public event packet for Chilimania and consider waiving fees.
14. Consider approval of Temporary Class "B" License for Chilimania on Sept 6th and 7th.
15. Consider approval of public event packet for Vannie Gogh Car and Bike Show Sept 7th and consider waiving fees.
16. Consider quotes for drinking fountain and water bottle filler at pool.
17. Finance Director's report.
18. Project updates.
19. 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.

**JULY 15, 2019 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:45 p.m.

Present: David Esau and Candy Davis. Sarah Braun arrived at 6:47 p.m.

Others Present: City Administrator Ramona Flanigan, Police Chief Robert Kowalski, Utility Director Randy Oren, City Attorney William Morgan, and a few citizens.

City Administrator Flanigan confirmed the meeting agendas were properly posted on Friday, July 12th at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES: A David Esau/Candy Davis motion to approve the minutes from the July 1, 2019 Finance Committee meeting passed, all voted in favor.

PAY REQUESTS: A Candy Davis/David Esau motion to approve the pay request #1 from R.T. Fox Contractors for the Sweeney Road project in the amount of \$111,948.00 passed on a 2/0 roll call vote.

BILLS AND PAYROLL: A Candy Davis/Sarah Braun motion to approve bills and payroll in the amount of \$343,776.79 passed on a 3/0 roll call vote.

CONSIDER QUOTES FOR ASBESTOS REMOVAL AT 407 N MAIN ST: A Candy Davis/David Esau motion to approve the low bid for asbestos removal quote for 407 N Main St from KPH Environmental Corp in the amount of \$54,207.41 passed on a 3/0 roll call vote.

CONSIDER QUOTES FOR TREE REMOVAL ON DAKOTA ST: Flanigan stated the City only received one quote for the removal of a single dead ash tree located in the City park. She asked the Committee if they wish to approve this quote or have staff to continue to try to get more quotes. The quote is dated July 3rd.

A Sarah Braun/David Esau motion to approve the quote from T.A. Tree Care for the removal of a tree located in the City park on Dakota St in the amount of \$650 passed on a 3/0 roll call vote.

CONSIDER CHANGE ORDER FOR BASEBALL FIELD GRADING: A Candy Davis/Sarah Braun motion to approve adding a change order to the GMS trail project contract to include the baseball field grading at Racetrack Park in the amount of \$1,600 passed on a 3/0 roll call vote.

CONSIDER MOU FOR CRISIS INTERVENTION TEAM TRAINING: Flanigan stated this is a joint training agreement between law enforcement agencies in Rock County for grant funds to repay a portion of overtime for the training.

A Candy Davis/David Esau motion to approve the memorandum of understanding with Rock County to participate in the allocation and training of a Federal Assistance Grant Program for Crisis Intervention Team Training passed on a 3/0 roll call vote.

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

Cindy Hegglund, City Clerk-Treasurer

Adopted August 5, 2019

**SECTION 00941
CHANGE ORDER**

Change Order No. 1

Date of Issuance: July 15, 2019	Effective Date: July 15, 2019
Owner: City of Edgerton	Owner's Contract No.: "18E-10"
Contractor: 1901, Inc.	Contractor's Project No.:
Engineer: Cedar Corporation	Engineer's Project No.: 4894-0073
Project: Edgerton Library HVAC and Controls Replacement	Contract Name: Edgerton Library HVAC and Controls Replacement

The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order is for changing two existing circuit breakers from 175 amp. to 150 amp. for the new AAON rooftop units to be compliant with current electrical codes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>143,447.00</u>	Original Contract Times: Substantial Completion: <u>August 20, 2019</u> Ready for Final Payment: <u>September 3, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>n/a</u> to No. <u>n/a</u> : Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days
Contract Price prior to this Change Order: \$ <u>143,447.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 20, 2019</u> Ready for Final Payment: <u>September 3, 2019</u> days or dates
Increase of this Change Order: \$ <u>1,800.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days or dates
Contract Price incorporating this Change Order: \$ <u>145,247.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 20, 2019</u> Ready for Final Payment: <u>September 3, 2019</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>D. Sawa</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Director</u>	Title: _____	Title: _____
Date: <u>7-15-19</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

I. Scope of Work

A. Circuit Breaker 175 amp. to 150 amp.

The change to the Contract Price to incorporate this circuit breaker change from 175 amp. to 150 amp. results in an increase of the Contract Price of \$1,800.00.

II. Method of Payment

A. Work under Part IA above will be compensated on a Lump Sum basis in accordance with General Conditions article 12.01.B.2 at the price stated in part IV below.

III. Time Extension

A. This Change Order does not provide the Contractor with a time extension to the project.

B. The Contract time for substantial completion remains August 20, 2019, and the final completion remains September 3, 2019.

IV. Schedule of Values Changes

A. Add the following items to the Schedule of Values:

Item No.	Description	Unit	QTY	Unit Price	Price
CO-1	Circuit Breaker from 175 amp. To 150 amp.	L.S.	1	\$1,800.00	\$1,800.00
Total					\$1,800.00

Report Criteria:

Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 Invoice Detail.GL Account = "00110200"-"40857700820","60311000"-"80024610"
 Invoice Detail.Input Date = 08/02/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	68.69	.00		
Total 10013100:					68.69	.00		
10021552								
788 ch	WISCONSIN PROFESSIONAL P	4655/4198	WPPA DUES	08/02/2019	294.00	.00		
Total 10021552:					294.00	.00		
10023100								
4948 c	DANE CO SHERIFF'S OFFICE	2019	JAQUON CHESTER 18CM815	08/02/2019	40.00	40.00	07/23/2019	
4949 c	DANE CO CLERK OF COURTS	2019	JAQUON CHESTER 18CM815	08/02/2019	700.00	700.00	07/23/2019	
Total 10023100:					740.00	740.00		
10023160								
4954 c	JENNY, SARA	7/11/19	REFUND SHELTER RENTAL DEPOSITS	08/02/2019	110.00	.00		
4955 c	FOX, CHRISTY	5/4/19	SHELTER RENTAL DEPOSIT REFUND	08/02/2019	110.00	.00		
4956 c	FIDLER, CATHY	7/13/19	SHELTER RENTAL REFUND DEPOSITS	08/02/2019	110.00	.00		
Total 10023160:					330.00	.00		
10046734								
4950 c	FREEMAN, JESSICA	2019	REFUND ON POOL RENTAL DEPOSIT	08/02/2019	25.00	.00		
Total 10046734:					25.00	.00		
10046742								
4952 c	WOOD, ANDREW	2019	REFUND (1) SWIM LESSON FEE	08/02/2019	25.00	.00		
4953 c	GREEN, RACHAEL	2019	REFUND (1) SWIM LESSON	08/02/2019	25.00	.00		
Total 10046742:					50.00	.00		
10051300210								
2936 c	MURPHY DESMOND LAWYERS	8083555	VAPING ORDINANCE	08/02/2019	102.00	.00		
2936 c	MURPHY DESMOND LAWYERS	8083555	ROOM TAX ORDINANCE	08/02/2019	688.50	.00		
2936 c	MURPHY DESMOND LAWYERS	8083560	JUNE 2019 RETAINER SERVICES	08/02/2019	2,125.00	.00		
Total 10051300210:					2,915.50	.00		
10051310210								
2936 c	MURPHY DESMOND LAWYERS	8083554	CERTIFIED PARTS APPEAL	08/02/2019	239.20	.00		
Total 10051310210:					239.20	.00		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8083556	JUNE 2019 RETAINER SERVICES	08/02/2019	633.73	.00		
2936 c	MURPHY DESMOND LAWYERS	8083557	2019 PROSECUTOR SERVICES	08/02/2019	244.91	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
Total 10051320210:					878.64	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	58.87	.00		
Total 10051410153:					58.87	.00		
10051410320								
232 ch	EDGERTON ROTARY CLUB	2019-2020	2019-2020 FOUR QUARTERS ROTARY DUES	08/02/2019	400.00	.00		
Total 10051410320:					400.00	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	105.97	.00		
Total 10051430153:					105.97	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	82.42	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	41.20	.00		
Total 10051510153:					123.62	.00		
10051520330								
2264 c	MTAW	2019	FALL TREASURER'S CONFERENCE - SALVO	08/02/2019	100.00	.00		
2264 c	MTAW	FALL 2019A	FALL TREASURER'S CONFERENCE - HEGGL	08/02/2019	100.00	.00		
Total 10051520330:					200.00	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	24912	CLEANING THROUGH 7/12/19 - CITY HALL	08/02/2019	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24927	CLEANING THROUGH 7/19/19 - CITY HALL	08/02/2019	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24948	CLEANING THROUGH 7/26/19 - CITY HALL	08/02/2019	70.00	.00		
Total 10051600210:					210.00	.00		
10051600340								
3014 c	NORTHWOODS SUPERIOR CH	233950	ODOR ERASER/URINAL CAKES - CITY HALL	08/02/2019	131.50	.00		
3586 c	MCGUIRE'S LANDSCAPE & GA	168163	MULCH FOR CITY HALL	08/02/2019	90.00	.00		
Total 10051600340:					221.50	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	117.74	.00		
Total 10052100153:					117.74	.00		
10052100320								
4720 c	CITY OF MILTON	8654	MEMBERSHIP FEE - I AM RESPONDING NOT	08/02/2019	38.13	.00		
Total 10052100320:					38.13	.00		
10052100340								
118 ch	C & M PRINTING INC	68584	PROPERTY/EVIDENCE TAGS	08/02/2019	139.00	.00		
3988 c	JONAS OFFICE PRODUCTS LTD	364544-0	PENS - POLICE DEPT	08/02/2019	64.95	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
Total 10052100340:					203.95	.00		
10052100810								
582 ch	REGISTRATION FEE TRUST	2019 PD	REGISTRATION FOR NEW SQUAD CAR	08/02/2019	74.50	74.50	07/26/2019	
3215 c	DIMAX OFFICE SOLUTIONS INC	33145	COPYSTAR PRINTER PURCHASE - POLICE	08/02/2019	2,958.00	.00		
Total 10052100810:					3,032.50	74.50		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	981.18	.00		
Total 10052120153:					981.18	.00		
10052120210								
3948 c	CHOICE CLEANERS	2761976	REPAIRS/UNIFORM	08/02/2019	50.40	.00		
Total 10052120210:					50.40	.00		
10052120225								
130 ch	US CELLULAR	0318657571	POLICE CELL PHONES	08/02/2019	175.90	.00		
Total 10052120225:					175.90	.00		
10052120340								
647 ch	SIRCHIE FINGER PRINT LAB	0406822-IN	EZPEELTAPE - EVIDENCE	08/02/2019	109.31	.00		
Total 10052120340:					109.31	.00		
10052120385								
923 ch	KWIK TRIP	JUNE 2019	JUNE 2019 FUEL CHARGES - POLICE DEPT	08/02/2019	1,578.83	.00		
Total 10052120385:					1,578.83	.00		
10052120810								
4869 c	GRIFFIN AUTO INC JEFFERSON	2019	2019 CHARGER PURCHASE - POLICE DEPT	08/02/2019	21,622.00	21,622.00	07/22/2019	
Total 10052120810:					21,622.00	21,622.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	24912	CLEANING THROUGH 7/12/19 - POLICE STAT	08/02/2019	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24927	CLEANING THROUGH 7/19/19 - POLICE STAT	08/02/2019	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	24948	CLEANING THROUGH 7/26/19 - POLICE STAT	08/02/2019	119.00	.00		
Total 10052150210:					357.00	.00		
10052150340								
596 ch	ROBINSON'S MARKETING DIV I	24928	COPY PAPER	08/02/2019	352.00	.00		
Total 10052150340:					352.00	.00		
10052200210								
224 ch	EDGERTON FIRE PROT DIST	2019	2% FIRE PROTECTION DUES	08/02/2019	17,742.74	.00		
Total 10052200210:					17,742.74	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vc
10052400210								
2584 c	GENERAL ENGINEERING COMP	JUNE 2019	JUNE 2019 BUILDING INSPECTIONS	08/02/2019	1,615.12	.00		
Total 10052400210:					1,615.12	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	76.53	.00		
Total 10053100153:					76.53	.00		
10053100210								
3883 c	ABSOLUTE MOBILE TESTING L	119-180	DRUG/ALCOHOL TESTING - DPW	08/02/2019	77.50	.00		
Total 10053100210:					77.50	.00		
10053100340								
565 ch	MID-STATE EQUIPMENT	168907	HARTZELL RETIREMENT GIFT	08/02/2019	10.58	.00		
2433 c	AMAZON.COM LLC	2134638	RETIREMENT GIFT - HARTZELL	08/02/2019	24.98	.00		
2433 c	AMAZON.COM LLC	2334600	RETIREMENT GIFT - DAN REED	08/02/2019	33.98	.00		
2433 c	AMAZON.COM LLC	2768256	RETIREMENT GIFT - HARTZELL	08/02/2019	11.95	.00		
2433 c	AMAZON.COM LLC	5429001	RETIREMENT GIFT - HARTZELL	08/02/2019	23.78	.00		
Total 10053100340:					105.27	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	510.22	.00		
Total 10053230153:					510.22	.00		
10053230221								
21 ch	ALLIANT ENERGY	JUN 19 129372	129372 ELECTRIC CHARGES	08/02/2019	240.21	.00		
21 ch	ALLIANT ENERGY	JUN 19 370054	370054 ELECTRIC CHARGES	08/02/2019	57.69	.00		
Total 10053230221:					297.90	.00		
10053230224								
21 ch	ALLIANT ENERGY	JUN 19 129372	129372 ELECTRIC CHARGES	08/02/2019	56.71	.00		
21 ch	ALLIANT ENERGY	JUN 19 370054	370054 GAS CHARGES	08/02/2019	7.35	.00		
Total 10053230224:					64.06	.00		
10053230340								
3014 c	NORTHWOODS SUPERIOR CH	233950	ODOR ERASER/URINAL CAKES - MUNI GAR	08/02/2019	131.51	.00		
4680 c	FIREHOSEDIRECT	106719	NOZZLE - HOSE AT MUNI GARAGE	08/02/2019	421.33	.00		
Total 10053230340:					552.84	.00		
10053240340								
3076 c	CET COMPANY INC	130293	HAULING CHARGE FOR LOADER - REPAIRS	08/02/2019	372.60	.00		
Total 10053240340:					372.60	.00		
10053310340								
3482 c	THE SHERWIN-WILLIAMS CO	7/9/19	REPAIRS PAINT SPRAYER	08/02/2019	124.80	.00		
3482 c	THE SHERWIN-WILLIAMS CO	9321-1	REPAIR KIT - PAINT STRIPER	08/02/2019	103.04	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053310340:					227.84	.00		
10053310380								
3404 c	BURNS FULL SERVICE LLC	JULY 2019	JULY 2019 CHARGES - BATTERY FOR TRUC	08/02/2019	197.95	.00		
Total 10053310380:					197.95	.00		
10053310385								
3404 c	BURNS FULL SERVICE LLC	JULY 2019	JULY 2019 GAS/DIESEL CHARGES - STREET	08/02/2019	1,269.91	.00		
Total 10053310385:					1,269.91	.00		
10053310820								
2056 c	ROCK ROAD COMPANIES INC	303775	HOT MIX ASPHALT - IKI DR	08/02/2019	1,342.03	.00		
2056 c	ROCK ROAD COMPANIES INC	303811	HOT MIX ASPHALT - IKI DR	08/02/2019	887.87	.00		
Total 10053310820:					2,229.90	.00		
10053400340								
514 ch	NELSON-YOUNG LUMBER CO	55563	WOOD - TRAFFIC SIGNS	08/02/2019	12.80	.00		
Total 10053400340:					12.80	.00		
10053420221								
21 ch	ALLIANT ENERGY	JUN 19 833074	833074 ELECTRIC CHARGES	08/02/2019	4,797.99	.00		
21 ch	ALLIANT ENERGY	JUNE 19 5247	524734 ELECTRIC CHARGES	08/02/2019	14.39	.00		
21 ch	ALLIANT ENERGY	JUNE 19 55521	555211 ELECTRIC CHARGES	08/02/2019	24.67	.00		
Total 10053420221:					4,837.05	.00		
10054910221								
21 ch	ALLIANT ENERGY	JUNE 19 1775	177564 ELECTRIC CHARGES	08/02/2019	19.03	.00		
Total 10054910221:					19.03	.00		
10054910340								
126 ch	CARROT-TOP INDUSTRIES INC	100160788	FLAGS - CEMETERY	08/02/2019	316.17	.00		
2879 c	TEMPLE ALUMINUM FOUNDRY	0075622-IN	GRAVE MARKERS	08/02/2019	267.94	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-295323	OIL FILTER MOWER - CEMETERY	08/02/2019	16.05	.00		
3583 c	ASLESON'S HARDWARE INC	A55500	REPAIRS - WEEDEATERS FOR CEMETERY	08/02/2019	44.54	.00		
3586 c	MCGUIRE'S LANDSCAPE & GA	168163	SHREDDED BLACK DIRT	08/02/2019	150.00	.00		
Total 10054910340:					794.70	.00		
10054910385								
3404 c	BURNS FULL SERVICE LLC	JULY 2019	JULY 2019 GAS/DIESEL CHARGES - CEMETE	08/02/2019	494.83	.00		
Total 10054910385:					494.83	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	363.06	.00		
Total 10055110153:					363.06	.00		
10055200221								
21 ch	ALLIANT ENERGY	JUN 19 413465	413465 ELECTRIC CHARGES	08/02/2019	23.95	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
21 ch	ALLIANT ENERGY	JUN 19 563154	563154 ELECTRIC CHARGES	08/02/2019	164.60	.00		
21 ch	ALLIANT ENERGY	JUN 19 793712	793712 ELECTRIC CHARGES	08/02/2019	17.87	.00		
Total 10055200221:					206.42	.00		
10055200340								
3014 c	NORTHWOODS SUPERIOR CH	233950	ODOR ERASER/URINAL CAKES - PARKS	08/02/2019	131.51	.00		
3404 c	BURNS FULL SERVICE LLC	JULY 2019	JULY 2019 CHARGES - PARKS ICE/CARB FO	08/02/2019	30.95	.00		
3846 c	HELENA CHEMICAL CO.	175395834	WEED KILLER - PARKS	08/02/2019	180.00	.00		
4862 c	ACE PORTABLES	32011	PUMP OUT PORT-A-POTTY AT FISH POND	08/02/2019	40.00	.00		
Total 10055200340:					382.46	.00		
10055200385								
3404 c	BURNS FULL SERVICE LLC	JULY 2019	JULY 2019 GAS/DIESEL CHARGES - PARKS	08/02/2019	532.12	.00		
Total 10055200385:					532.12	.00		
10055415345								
153 ch	COCA-COLA DISTRIBUTION	2803207235	RACETRACK PARK CONCESSIONS	08/02/2019	276.00	.00		
326 ch	HOLIDAY WHOLESale INC	9061467	CONCESSIONS - RTP	08/02/2019	205.50	.00		
326 ch	HOLIDAY WHOLESale INC	9068654	CONCESSIONS - RTP	08/02/2019	176.34	.00		
326 ch	HOLIDAY WHOLESale INC	9076276	CONCESSIONS - RTP	08/02/2019	125.40	.00		
Total 10055415345:					783.24	.00		
10055420224								
21 ch	ALLIANT ENERGY	JUN 19 124223	124223 ELECTRIC CHARGES	08/02/2019	82.20	.00		
Total 10055420224:					82.20	.00		
10055420340								
230 ch	EDGERTON POSTMASTER	7/30/19	POSTAGE - POOL	08/02/2019	6.30	.00		
484 ch	MIDWEST POOL SUPPLY	82540	BULK CHEMICALS FOR POOL	08/02/2019	855.10	.00		
484 ch	MIDWEST POOL SUPPLY	82807	BULK CHEMICALS FOR POOL	08/02/2019	621.97	.00		
2433 c	AMAZON.COM LLC	0538669	TIME CLOCK RIBBON - POOL	08/02/2019	17.29	.00		
2433 c	AMAZON.COM LLC	7013015	TIME CLOCK - POOL	08/02/2019	149.99	.00		
2792 c	TAVERN LEAGUE OF WISCONSI	1583	FOOD MANAGERS CERT COURSE-LOVELAN	08/02/2019	125.00	.00		
3161 c	MENARDS	4/24/19	EMERGENCY LIGHT - POOL	08/02/2019	59.98	.00		
3161 c	MENARDS	7/23/19	SUPPLIES - POOL	08/02/2019	45.70	.00		
3845 c	BANK OF EDGERTON	2019A	POOL COIN TOSS	08/02/2019	130.00	130.00	07/16/2019	
3977 c	EDWARDSON PLUMBING	3316	REPAIR (2) SHOWERS MEN'S RESTROOM -	08/02/2019	180.00	.00		
4951 c	WYNN, SYDNEY	2019	REFUND WORK PERMIT - POOL	08/02/2019	10.00	.00		
4957 c	MCR MEDICAL SUPPLY	7/23/19	CPR MASK	08/02/2019	88.95	.00		
Total 10055420340:					2,290.28	130.00		
10055420345								
153 ch	COCA-COLA DISTRIBUTION	2803207283	CONCESSIONS - POOL	08/02/2019	482.88	.00		
170 ch	COUNTRY QUALITY DAIRY INC	26317	CONCESSION FOOD-POOL	08/02/2019	126.76	.00		
170 ch	COUNTRY QUALITY DAIRY INC	26394	CONCESSION FOOD-POOL	08/02/2019	319.66	.00		
170 ch	COUNTRY QUALITY DAIRY INC	26483	CONCESSION FOOD-POOL	08/02/2019	86.07	.00		
170 ch	COUNTRY QUALITY DAIRY INC	26532	CONCESSION FOOD-POOL	08/02/2019	127.84	.00		
170 ch	COUNTRY QUALITY DAIRY INC	26654	CONCESSION FOOD-POOL	08/02/2019	100.51	.00		
326 ch	HOLIDAY WHOLESale INC	9061468	CONCESSIONS - POOL	08/02/2019	1,940.93	.00		
326 ch	HOLIDAY WHOLESale INC	9068653	CONCESSIONS - POOL	08/02/2019	1,972.94	.00		
326 ch	HOLIDAY WHOLESale INC	9077095	CONCESSIONS - POOL	08/02/2019	1,306.42	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
326 ch	HOLIDAY WHOLESale INC	9084930	CONCESSIONS - POOL	08/02/2019	614.40	.00		
326 ch	HOLIDAY WHOLESale INC	9093026	CONCESSIONS - POOL	08/02/2019	580.72	.00		
326 ch	HOLIDAY WHOLESale INC	9093264	CONCESSIONS - POOL	08/02/2019	166.00	.00		
Total 10055420345:					7,825.13	.00		
10055420820								
4661 c	HADY ELECTRIC, INC	38564	POOL ELECTRIC UPGRADES	08/02/2019	823.20	.00		
Total 10055420820:					823.20	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	1324207	AUG 2019 DENTAL INSURANCE	08/02/2019	35.32	.00		
Total 10056300153:					35.32	.00		
40057324810								
2663 c	BADGER CONTRACTORS RENT	5264J	CONCRETE SAW	08/02/2019	6,705.00	.00		
Total 40057324810:					6,705.00	.00		
40057437820								
4449 c	CHRISTMAS DONE BRIGHT	SO-067996	HOLIDAY LIGHT DISPLAY - REINDEER BARN	08/02/2019	832.50	.00		
Total 40057437820:					832.50	.00		
40657121820								
2936 c	MURPHY DESMOND LAWYERS	8083559	GREEN-TEK DEVELOPMENT	08/02/2019	85.00	.00		
Total 40657121820:					85.00	.00		
40657125820								
3792 c	RINEHART PROPERTIES	FINAL 2019	INCENTIVE FOR PURCHASE OF 119 W LAWY	08/02/2019	13,426.13	13,426.13	07/29/2019	
Total 40657125820:					13,426.13	13,426.13		
40657311820								
2936 c	MURPHY DESMOND LAWYERS	8083555	407 N MAIN ST	08/02/2019	212.50	.00		
Total 40657311820:					212.50	.00		
60380840340								
4880 c	BAYSIDE PRINTING, LLC	135594	2ND QTR 2019 BILLING - INSERT FEE NEWS	08/02/2019	81.81	.00		
4880 c	BAYSIDE PRINTING, LLC	135744	2ND QTR 2019 BILLING - POSTAGE	08/02/2019	270.76	.00		
4880 c	BAYSIDE PRINTING, LLC	135744	2ND QTR 2019 BILLING - UTILITY BILLS	08/02/2019	135.18	.00		
Total 60380840340:					487.75	.00		
Grand Totals:					102,051.03	35,992.63		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vc
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Total General Fund Vouchers: \$102,051.03
Total Payroll Check Date 8/2/19: \$87,293.09
GRAND TOTAL OF GENERAL FUND: \$189,344.12
Finance Committee Members Signatures of Approval:

DAVID ESAU

CANDY DAVIS

SARAH BRAUN

Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
 - Invoice Detail.GL Account = "00110200"-40857700820", "60311000"-80024610"
 - Invoice Detail.Input Date = 08/02/2019
-

**AUGUST 5, 2019 FINANCE COMMITTEE MEETING
LICENSE REVIEW
CITY OF EDGERTON**

OPERATORS LICENSE:

Karley Richter
Alexandria Welte

TEMPORARY CLASS B:

Chilimania

EDGERTON CITY FINANCE COMMITTEE MEETING CERTIFICATION:

DAVID ESAU

CANDY DAVIS

SARAH BRAUN

Memo

To: Common Council
From: Staff
Date: 8/2/2019
Re: August 5, 2019 Meeting

Veteran's Building Lease: The lease for the Veteran's Building expires on August 31, 2019. The current lease (attached) has a three year term for \$900/month. The tenant is responsible for utilities, trash, mowing, snow plowing (city plows a portion of the lot and removes snow piles) and veterans organizations can use the facility for meetings. Since 2015, the tenant has been required to pay 100% of utilities as opposed to the 60% it had been in the previous leases. The lease rate was last increased in 2013 from \$850/month. If the Council decides to offer a new lease to the tenant, staff recommends the following: it be for a one year term to allow the consideration of the recommendation of the Mayor's Committee to study the future use of the building; and that the maintenance requirement include the tenant maintaining the shrubs.

Lease of 2 acres on Lord St: The City received no bids for mowing the hay/grass from the 2 acres on Lord Street. Mark Houfe farms the adjacent parcel and would harvest the grass for the City.

Ash tree removal at Central Park: The City received 5 bids to remove 8 dead Ash trees from Central Park with the low bid of \$5,600 from Tree Wise Men. This is an unbudgeted expense that would be taken from the contingency fund or from other savings in DPW accounts.

National Night out Event Packet: Changes to the approved event packet for National Night Out include: allowing animals in the park for the petting zoo and comfort animals.

Application for a Facade Grant for 125 W Fulton St: The owner of 125 W Fulton Street, Bonnies Beauty Shop, is requesting approval of a facade grant to replace doors and paint trim white. The applicant provided one quote for \$2,134. The maximum grant amount is \$1,280.00. The doors will be made of steel and will be light gray or white (storm doors will be white)

Application for a Facade Grant for 102 W Fulton St: The owner of 102 W Fulton St, C&M Printing, in requesting approval of a facade grant to replace the missing masonry column bases. The applicant provided two quotes with the low quote being \$5,250. The maximum grant would be \$3,150.

Application for a Small Ed Fund Grant for 14 W Fulton St (HVAC): The owner of 14 W Fulton Street, Arnhem LLC (Feels Like Home), is requesting approval of a Small Ed Fund grant to replace the AC and furnace. The building currently does not have AC. The AC unit will be placed on the ground behind the building and behind a wooden

fence. The applicant provided two quotes for \$7,917 and \$7,995. The owner wishes to go with the higher bid as it is slightly more efficient. The maximum grant amount is \$3,000.

Application for a Facade Grant for 14 W Fulton St (windows and door): The owner of 14 W Fulton Street, Arnhem LLC (Feels Like Home), is requesting approval of a facade grant to replace 5 rear windows, a rear door, and paint trim. The windows will fill the original window opening and preserve the masonry arches. The door will be made of steel and painted a color that is in the approved historic color pallet. The windows will be made of vinyl. The windows and trim will be white. The applicant provided two quotes with the low quote of \$9,850. The maximum grant amount is \$5,000.

Employee ID Badge policy: Included in your packet is a policy regarding employee ID badges. If approved, the policy will be added to the Personnel Policies and Procedures Handbook.

Shared Ride Taxi Program: To ensure Shared Ride Taxi grant compliance, the City must adopt an updated Title VI Plan (attached) which is the City's commitment to inclusive, nondiscriminatory actions; and a Safety Management Policy (attached) which states the City's commitment to safety and the reporting of safety related concerns without reprisal.

Pool Drinking Fountain: The city received 2 quotes for the replacement of the drinking fountain at the pool with the low quote from Edwardson Plumbing for \$1,880. The 2019 budget provided \$1,880 for this project.

9-8-2016

LEASE

THIS LEASE made this 6 day of Sept, 2016, between CITY OF EDGERTON, a Wisconsin municipal corporation, of Edgerton, Wisconsin] (Landlord and Lessor and City), and Catherine Engler individually and DBA EDGERTON CHILDRENS' CENTER located at Edgerton, Wisconsin, (Tenants and Lessees),

WITNESETH

WHEREAS, Landlord owns a commercial building located at 414 Albion Street, Edgerton, Wisconsin, also known as Veterans Memorial Building.

WHEREAS, Tenant plans to use the premises for a child day care business and 4-year old kindergarten.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived therefrom, it is agreed as follows:

ARTICLE I
DEMISE AND DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the demised premises, including all easements, rights, improvements and appurtenances in connection therewith and being more particularly described as follows:

That building and property located at 414 Albion Street, Edgerton, WI 53534 owned by the City of Edgerton and referred to as "Property".

ARTICLE II
TERM

This Lease for the Property shall be for a thirty six (36) month term commencing on September 1, 2016 and ending August 31, 2019.

ARTICLE III
RENTAL

(a) Basic Rent for the Property. During the initial term, Tenant shall pay the Landlord a lease payment of \$900 per month.

(b) This lease does not include the use of the two closets in the office area (south room). The Veteran's organizations will have the exclusive use of these closets.

(c) Rent payments shall be payable on the 1st of each month, commencing September 1, 2016.

(d) Late Payment: Tenant shall pay, a penalty of 18 percent of the required monthly payment for any monthly rental or utility payment not made within 10 days of the required payment date called for.

ARTICLE IV
USE OF PREMISES

(a) Purposes. Tenant shall use the demised premises for the purpose of conducting thereon and therefrom the Tenant's business, and no part of the demised premises shall be used for any other purpose that is not in compliance with the conditions stated herein without the prior written consent of the Landlord.

(b) Maintenance of Premises. Tenant shall at all times maintain the demised premises in a clean, neat, and orderly condition at the Tenant's expense subject to the provisions of Article XXVI.

Tenant shall not use the demised premises or any part thereof or permit any part of the demised premises to be used, or permit any act whatsoever to be done on the premises, in a manner, which will violate

or make void or inoperative any policy of insurance held by Landlord.

(c) Storage of Merchandise. Tenant shall store or stock in the demised premises, at all times during the term hereof, only such goods, wares, and merchandise as the Tenant intends to use, at or from the premises or use in connection with a service offered by Tenant in the regular course of Tenant's business, and shall use for office or clerical purposes only such space in the demised premises as is from time to time reasonably required for Tenant's business therein.

(d) Public Relations. In the conduct of its business in and about the demised premises, Tenant shall observe and comply with all laws, ordinances, and regulations of public authorities.

(e) Tenant lease of structure shall include the use of the parking lot.

(f) Veteran's Meeting Space: The Tenant recognizes that various Veterans' organizations wish to utilize the building as a meeting space. The Tenant is required to allow access to the space for the Veteran's use of the building for these meetings. The Tenant shall be responsible to coordinate the Veteran's use of the building for these and other special Veteran's meetings.

ARTICLE V REPAIRS AND MAINTENANCE

(a) Tenant shall maintain the demised premises and keep them in good repair at its expense. Tenant shall be responsible for any improvements required by Federal, State or local regulations to use the demised premises for Tenant's business purposes identified above.

(b) The Tenant shall be responsible to collect all trash and recyclables. The Tenant shall plow the snow from the sidewalks and that portion of the parking lot needed to serve the Tenant. The Landlord shall, within 48 hours of a snowfall, plow the remainder of the parking area. The Tenant shall mow the lawn.

(c) The Tenant shall make every effort to not damage walls, floors, mechanical equipment, and all of the building fixtures. The Tenant shall be responsible to repair, to the Owner's satisfaction, any damage done to the Property by the Tenant.

ARTICLE VI TAXES, ASSESSMENTS AND OCCUPANCY EXPENSES

There are no real estate taxes on said premises, which are owned by the City of Edgerton. Tenant is expressly responsible to pay all occupancy expenses and repairs for the buildings and premises subject to the provisions of Article XXVI. The Landlord agrees to provide the Tenant a set of keys for the exterior and interior of the building. Upon the approval of the Landlord, the Tenant may install locks on the large meeting room and kitchen doors. The Tenant must provide the Landlord with a copy of the keys to all rooms of the building for which the Tenant installs locks.

ARTICLE VII INSURANCE

(a) Tenant shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by Landlord. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in, on around the demised premises, in a minimum amount of one million dollars (\$1,000,000.00) for injury to or death of person per occurrence, and fifteen thousand dollars (\$15,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of Landlord on any claims or losses. The insurance policies or proof of their existence shall be delivered to Landlord for safekeeping. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least (30) days prior to cancellation or refusal to renew any policy.

(b) If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, Landlord may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Landlord as an additional rent installment for the month following the date on which the premiums were paid by Landlord.

(c) The Landlord shall carry at its expense property insurance coverage on the property.

ARTICLE VIII
ALTERATIONS AND ADDITIONS

Tenant shall have the right from time to time during the term at its own expense to install in the demised premises non-permanent improvements such as, equipment; furnishings and other personal property as it may deem fit, and to remove, change and exchange the same, equipment, furnishings, personal property and additions to remain Tenant's property.

Upon written approval of the Landlord, the Tenant may at its own expense throughout the term make such alterations, improvements or changes, in the demised premises as may be proper or necessary for the conduct of its business or a tenant holding a sublease and for full and beneficial use of the demised premises. No paint shall be applied to any part of the original structure and no structural or mechanical changes or alterations shall be made without the written consent of Landlord first had and obtained, which shall not be unreasonably withheld or unreasonably delayed. No changes, additions or alterations shall be made to the exterior of the demised premises without the written consent of the Landlord, which consent shall not be unreasonably withheld.

ARTICLE IX
REMOVAL OF FIXTURES

Tenant shall have the right at any time to remove from the demised premises any furniture, fixtures, equipment and furnishings owned by Tenant and situated in, on or about the demised premises, which removal may be accomplished at any time prior to or at the expiration of the term, or within the period of forty-five (45) days after any earlier termination of this Lease. Tenant shall repair to its original condition all damage caused by the removal of such property.

ARTICLE X
SIGNS

Subject to applicable Landlord approval, ordinances and regulations, Tenant may, at its sole discretion, maintain a sign on the property if Tenant so desires at its sole expense. Any sign of Tenant shall be installed so as to cause no damage to the building and the manner of the installation shall be only with the written consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE XI
UTILITIES

Tenant shall pay all charges for gas, electric, water, sewer, telephone service, cable and other similar charges incurred by Tenant with respect to and during its occupancy of the demised premises.

ARTICLE XII
DAMAGE OR DESTRUCTION

In the event that the building and improvements upon the premises shall be damaged by fire, windstorm, or other casualties and not rendered untenable, Landlord shall, as far as practicable, forthwith reinstate the property in its present condition. If the damage shall be so extensive as to render the premises untenable, the monthly installments of cash rent required to be paid hereunder shall then be abated during the time that the premises are untenable. In the event of the destruction of 50 percent or more of the premises by fire or other casualty, this Lease shall, at the option of either the Tenant or the Landlord, cease and come to an end. The premises shall not be regarded as untenable if Tenants are able to carry on and transact their business upon the premises immediately following the destruction or damage by fire or other casualty and during the period that repairs and replacements are being made. Under the foregoing provisions, Tenant shall be the sole judge of whether or not these premises are untenable and whether or not it is able to carry on and transact its business. However, Tenant shall not act arbitrarily in exercising this discretion and the physical facts regarding the matter shall at that time prevail. In the event of partial destruction of said premises and Tenant elects to continue business operations during repairs, rental payments shall abate only in proportion to that portion of premises which is untenable.

ARTICLE XIII
DEFAULT

The Tenant hereby agrees that if the Tenant defaults in any payment of rent, the Tenant is in default of the lease. If Tenant defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after Landlord's notice thereof to Tenant, Landlord may, if Landlord so elects, but not otherwise, forthwith terminate this Lease, and Tenant's rights to possession of the premises, one or both. If the leasehold interest of Tenant be levied upon, under execution, or be attached by process of law, or if the Tenant shall be declared bankrupt, or if the Tenant shall have a receiver appointed over its property, or if the Tenant abandons the premises, then and in any such event, Landlord may, if Landlord so elects, and with or without notice of such election, and with or without demand whatsoever, forthwith terminate this Lease, and Tenant's rights to possession, one or both.

Upon such termination, it shall be lawful for Landlord or his representative to re-enter the demised premises either with or without process of law, and to expel and put out the Tenant or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the demised premises, with the same effect as if the term hereof had expired; provided however, that if the Landlord terminates this Lease on account default of the Tenant or occurrence of any other event provided as ground of termination in this Article, neither such termination nor re-entry by unlawful detainer proceedings, or otherwise, shall operate to discharge or relieve the Tenant of its liability to pay the rent and perform and observe all other obligations of the Tenant during the balance of the term for which the Lease would have continued had it not been so terminated, but Landlord shall use his best efforts to relet the demised premises for the account of the Tenant, or otherwise to mitigate Tenant's liabilities hereunder.

ARTICLE XIV
RIGHT TO MAKE PAYMENTS

Except as other provisions may herein specifically be made, in the event that either Tenant or Landlord as the obligated party, after thirty (30) days written notice from the other party, fails or refuses to make any of the payments when due as required of such obligor by this Lease (other than the payment of the rent reserved hereunder), or to do or cause to be done promptly any and all of the acts or things in this Lease provided to be done by such obligor, then the other party shall have the right (but shall be under no obligation to the obligor to do so) to advance any and all sums of money or to do or cause to be done any and all acts and things necessary or proper to be done or performed by the obligor, and in such event the obligor covenants and agrees forthwith upon demand to repay to such other party any and all sums so advanced or expended to do or cause to be done any and all such acts and things.

In the event that the obligor fails within ten (10) days after written demand by the other party to repay (or, if applicable, to allow a deduction from rental) any sum advanced by the other party pursuant to the foregoing provisions, there shall be added to the sum to be repaid interest thereon from the date of demand to the date of repayment at the rate of 18 percent per annum.

ARTICLE XV LIENS

During the term of this lease, each party agrees to hold the other party free and harmless from any and all liens that might attach to the demised premises on account of labor performed or for materials furnished to the demised premises at the instance of the party first mentioned, and agrees to pay or discharge any such liens within thirty (30) days except any liens, the validity of which are being contested diligently by appropriate legal proceedings.

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

The Tenant may, if the Landlord approves, and such approval shall not be unreasonably withheld, sublet all or any portion of the demised premises, or assign its interests under this Lease, but no such sublease or assignment shall relieve the Tenant of primary liability for the Tenant's obligations hereunder. Any such assignment must, in advance, be submitted to Landlord for its approval. The provisions herein shall apply to all subleases and the Tenant shall be responsible for compliance by Tenants of sublease. All lease agreements made, as part of a sublease shall include the conditions herein. All subleases shall be automatically assignable to the Landlord.

ARTICLE XVII
ATTORNEY FEES

In any successful action or proceedings by either of the parties to this Lease against the other to enforce the provisions of this Lease or any exhibits attached hereto or construction or other contracts relating hereto, or to recover payment of any claim under or to recover damages for the breach of any provision of any of the foregoing, the successful party shall be entitled to recover from the other party all costs and expenses in any such action, including a reasonable attorney's fee to be fixed by the court in such action or proceeding.

ARTICLE XVIII
HOLDING OVER

If Tenant holds over and retains possession of the demised premises or any part thereof after termination of the term by lapse of time or otherwise, such holding over shall not constitute a renewal of this Lease from month to month or for any other period, and the Tenant shall pay a monthly rent of double the monthly rent provided for herein, and such damages as the Landlord may have suffered as a result of such holding over, including, but not limited to, the loss of rental opportunity.

ARTICLE XIX
PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and enforced to the fullest extent permitted by law. Any term covenant or condition of this Lease deemed ambiguous by any court shall not be construed against the drafter of the Lease.

ARTICLE XX
MEMORANDUM OF LEASE

In the event either party hereto desires to record a memorandum of this Lease, the party so desiring shall prepare the same and submit the same to the other party for approval and execution, which approval and execution shall not be unreasonably withheld.

ARTICLE XXI
EFFECT OF BANKRUPTCY

If at any time during the term of this Lease there shall be filed by or against Tenant in any court, pursuant to any statute either in the United States or any state, petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, Tenant shall have breached this Lease, and this Lease, at the option of the Landlord exercised after expiration of the period provided below, may be canceled and terminated, provided such petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee shall continue for a period of ten (10) days. In such event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall forthwith quit and surrender the premises.

ARTICLE XXII
GOVERNMENTAL INTERFERENCE WITH POSSESSION

Tenant shall not be released from its obligation hereunder should its possession of the demised premises be interfered with or affected by reason of the passage or adoption of any law, ordinance, resolution, regulation, or act of any legal or governmental authority, or any order of abatement or injunction or judgment preventing the use of the demised premises made on the ground that the demised premises or the business operated therefrom constitutes a nuisance, exclusive of any parking regulations.

ARTICLE XXIII
QUIET ENJOYMENT

Landlord hereby covenants and warrants that, subject to any mortgages now of record or hereafter placed on record, they are the owners of the demised premises; and that Tenant, on payment of rent herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the demised premises during the term hereof without any interruption or disturbance recognizing the conditions stated in Article 4(f) above.

ARTICLE XXIV
WAIVER OF BREACH

No waiver of any breach or breaches of any provision of this Lease shall be construed to be a waiver of any proceedings or succeeding breach of such provision or of any other provision hereof.

ARTICLE XXV
AMENDMENTS TO BE IN WRITING

This Lease may be modified or amended only by a writing duly authorized and executed by both Landlord and Tenant. It may not be amended or modified by oral agreements or understandings.

ARTICLE XXVI
BUILDING AND STRUCTURAL COMPONENTS

Notwithstanding any foregoing provision in this Lease to the contrary, it is expressly covenanted and agreed that Landlord shall be solely responsible for the structure and the structural components of the building and parking lot on the premises herein leased, and Landlord shall, at Landlord's expense, maintain such structure and structural components of said building in a safe and sound condition during the term of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease at Edgerton, Wisconsin, on the day and year first written above.

CITY OF EDGERTON, LANDLORD

EDGERTON CHILDRENS' CENTER, TENANT

Christopher Lund, Mayor

Catherine J. Engler
Catherine Engler

Ramona Flanigan
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)

) ss.

COUNTY OF ROCK)

Personally came before me this _____ day of _____, 2016, the above-named Christopher Lund, Ramona Flanigan, and Catherine Engler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Wendy J. Loveland
Notary Signature

Wendy J. Loveland
Print Name

4-12-19
Commission Expires

our original date was the same as ChiliMania;
so we are changing our date.

City of Edgerton
APPLICATION FOR PUBLIC EVENT
(Application must be completed and on file thirty days prior to the event.)

Event GRAVITY RACERS CLASSIC - NIGHT RACE

Name of Group Sponsoring Event Edgerton TEEN CENTER

Date of Event August 24, 2019

Contact Person for Organization DAVE FLOOD

Address 204 W. FULTON ST

Business Phone 608 751 6101 Home Phone SAME

Does the Sponsor qualify as a Non-Profit Organization – 501(c)(3)? Yes or No

Estimated Attendance 75

Rain Date Sept. 14, 2019

Is Event Open to Public? Yes or No

Admission Fee Charged? Yes or No

Will your organization make any contributions to the City or other organizations with the profits from this event? No

If so, what do you plan to donate? _____
to what group? _____
and what percentage of the proceeds will be donated? _____

Brief Description of Activities Close off IRL Drive from 8pm - Midnight
and race down the hill in gravity powered carts

How is the event going to be promoted or advertised? Facebook, Flyers,

The person/organization named in this application will be responsible for the conduct of the group and for the condition of facilities and equipment being utilized. This permit is subject to all municipal ordinances of the City of Edgerton, in addition to all rules and regulations as established by the Park Board.

The person/organization shall be responsible for the required deposit needed for the event and for the key deposit and will be returned after the keys are brought back and the area is inspected. The check is sent after the next scheduled council meeting.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Edgerton harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

* Council approved Sept 7th date and event packet at the April 15th meeting - This is a date change only

City of Edgerton
APPLICATION FOR PUBLIC EVENT
(Application must be completed and on file thirty days prior to the event.)

Event Chilimania, Country Edge Festival

Name of Group Sponsoring Event Chilimania, Inc.

Date of Event 9-6-19, 9-7-19

Contact Person for Organization Thomas Reitz

Address 1007 N Main St, Edgerton, WI 53534

Business Phone 608-884-3358 Home Phone 608-289-6646

Does the Sponsor qualify as a Non-Profit Organization – 501(c)(3)? Yes or No

Estimated Attendance 1500 Friday 4500 Sat. Rain Date None

Is Event Open to Public? Yes or No Admission Fee Charged? Yes or No

Will your organization make any contributions to the City or other organizations with the profits from this event? yes

If so, what do you plan to donate? over 20,000 in scholarships, volunteer hours, booster club
to what group? Edgerton Scholarships, Edgerton Outreach, Teen Center
and what percentage of the proceeds will be donated? Last year over 25,000!

Brief Description of Activities Country artist Craig Morgan Friday night, Saturday activities include chili and salsa tasting, live music, kids area, food carts, beverages and merchandise.

How is the event going to be promoted or advertised? Billboard, newspaper, radio ads, Facebook, website, TV, Brochure

The person/organization named in this application will be responsible for the conduct of the group and for the condition of facilities and equipment being utilized. This permit is subject to all municipal ordinances of the City of Edgerton, in addition to all rules and regulations as established by the Park Board.

The person/organization shall be responsible for the required deposit needed for the event and for the key deposit and will be returned after the keys are brought back and the area is inspected. The check is sent after the next scheduled council meeting.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Edgerton harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

City of Edgerton
PUBLIC WORKS AGREEMENT
 PROVISION OF SPECIAL EVENT PUBLIC WORKS ASSISTANCE
 IN CONJUNCTION WITH APPLICATION FOR PUBLIC EVENT

Event: Chilimania and Country Edge
 Sponsor: Chilimania, Inc.
 Location: Henry and Canal Streets, See attached map

1. Attach List of Estimated Assistance from Public Works.
2. Provide Listing of Equipment Needs from Application to Public Works Director.
3. List Any Other Special Public Works Needs.

All arrangements must be made through Edgerton Public Works Director to assure personnel are available for needs requested. Assistance not provided by Edgerton Public Works Dept shall be noted.

Determination of number of Public Works Staff and Hours Estimated (to be completed by Public Works Director).

Parks:

Date: 9-6-19
 From: 7 to 3:30 3 Personnel x 8 Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____

Additional Labor:

Date: 9-9-19
 From: 7 to 3:30 3 Personnel x 8 Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____

Estimated additional water and sewer _____

Estimated additional electrical usage _____

Signed: _____; Applicant

Signed: [Signature]; Public Work Director

If additional sheets are necessary please attach them to the original application.

City of Edgerton
SECURITY AGREEMENT

To insure public safety for your event, please answer the questions listing below. This information will be used to assist the common Council in determining if adequate provisions are being made for alcohol sales and security at your event.

1. Describe arrangements being made for the method and distribution of alcohol. Include provision being made to service only to legal consumers. *A valid photo ID showing proof of legal age will be required to obtain a wristband at all entrances. A wristband will be issued by trained quite volunteers and will be required to purchase tickets for alcoholic beverages and to receive alcoholic beverages at the bart or otherwise be in possession of or consume alcohol within the festival.*
2. Identify the licensed Operators in charge of selling and distributing alcohol for the entire time alcohol is being served. *Licensed operators: Bruce Morrill, Stacey Stranota, Cindy King, Alex Brackett, Casey Brackett, Casey Schmeling, Jessica Osborne.*
3. Describe the type of event you are hosting. *Street festival, comprised of chili cook-off and tasting, live music, salsa tasting competition, children's area and activities, food carts and beverages, and merchandise sales and raffle to raise money for local*
4. Estimate the number of people who will be attending this event. *Friday- 9/6 1500 Saturday- 9/7 4500 Scholarship and other charitable contributions.*
5. All liquor must be bought from a Wisconsin Wholesaler. Please list the Wholesaler you will be using. (This excludes all retail stores) *Wisconsin Distributors*

Police Department recommendation for services including costs:

SEE ATTACHED SECURITY AGREEMENT

Robert J. Mewalski 1/24/19

~~Tom K. Hubert~~, Chief of Police

**City of Edgerton
SECURITY AGREEMENT**

Event: Chilimania Country Edge Festival

Name of Group Sponsoring Event: Chilimania, Inc.

Date of Event: September 6th and September 7th, 2019

Police Department recommendations for services including costs:

The application packet for the "Chilimania Country Edge Festival" indicated there will be alcohol beverages sold at this event. It is recommended the event organizers be responsible for checking ID's and the issuance of a visible wristband to those patrons who meet the state requirement to purchase alcohol. The Police Department recommends issuing a new colored wristband each day of the event. The Police will partner with the event organizers to monitor those consuming alcohol and ensure it is not being given to those who are underage.

Below is the recommended staffing and cost of Officers for the dates and locations of the event (**note:** Officers can be released early or stay later depending on the environment at that time):

Foot Patrol Downtown 6:30pm to 12:00am:

Friday (9/6) 3 Officers – 6 hrs. @ \$55.25 = \$994.50

Saturday (9/7) 3 Officers – 6 hrs. @ \$55.25 = \$994.50

Additional Patrol Officers - Friday (9/6):

1 Officer: 11pm - 3:30am - 4.5 hrs. @\$55.25 = \$248.63

1 Officer: 2:30 pm – 11pm 8.5 hrs. @\$55.25 = \$469.63

Additional Patrol Officers – Saturday (9/7)

1 Officer 1st Shift (7am – 3pm): 8hrs. @\$55.25 = \$442

1 Officer 2nd Shift (3pm – 11pm): 8 hrs. @ \$55.25 = \$442

1 Officer 4th Shift (7pm -3am): 8 hrs. @ \$55.25 = \$442

Total: \$4033.26

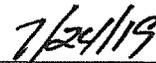


Signature

Robert J. Kowalski

Chief of Police

Edgerton Police Department



Date

City of Edgerton
FACILITY & EQUIPMENT NEEDS & COSTS

RACETRACK PARK _____ CENTRAL PARK _____ OTHER LOCATION X Henry St, Canal St, and adjacent parking area
 ENTIRE PARK _____
 DEPOSIT _____

RACETRACK PARK
 Southeast Diamond: _____ Date _____
 With lights _____
 Diamond preparation _____
 Deposit for Bases _____

Shelter house:
 Whole _____ Westside _____ East side _____
 Deposit _____ Key Deposit _____

Northeast Diamond: _____ Date _____
 With lights _____
 Diamond preparation _____
 Deposit for Bases _____

Soccer Fields:
 Large Field _____ Dates _____
 Small Field _____ Dates _____
 Striping Charge _____

Southwest Diamond: _____ Date _____
 With lights _____
 Diamond preparation _____
 Deposit for Bases _____

Horseshoe Pits: _____ Date _____
 With Lights _____

Northwest Diamond: _____ Date _____
 With lights _____
 Diamond preparation _____
 Deposit for Bases _____

Parking Lots:
 Dates _____ Location _____

STREETS Henry + Canal streets, City Lot - south side of Post Office
will be blocked to thru traffic Friday 9-6 until Sunday 9-8
Thursday afternoon at 12pm

EQUIPMENT
 Picnic Tables _____ Barricades _____ Striping _____
 Trash Cans _____ Traffic Cones _____ Fencing _____
 Signs _____ Posts _____ Benches _____

please see attached

Are there any additional needs required that have not been listed?

- Shut down Henry St Thursday evening to install bleachers.

City Event Package

Chilimania Equipment Needed

1. Picnic Tables: We would like 45 tables, more if possible.
2. Large wire spools: 20
3. Trash cans: As many as possible.
4. Dumpsters: ~~3 regular~~; (1) 20 yard dumpster; ^{(1) 20 yard recycling} ~~(2) 10 yard recycling~~ dumpsters. *Thursday Evening if possible.*
5. Bar from Race Track Park.
6. Barricades: About 35 sets.
 - We will be blocking off Henry St. at Fulton and the Congregational Church.
 - We will be blocking off Canal St. near the GTE building.
 - We will be blocking off both alleys that enter Henry St. between Fulton and Canal and additional areas for securing Country Edge on Friday night to make the festival area smaller on the south end of Henry St.
7. Fence Posts: About 30
- ~~8. Fencing: About 1,000 feet.~~ *No longer needed*
 - We will be fencing off the area from the back corner of the Roethe building to the alley and then to Henry St., around the parking lot. We will also use some fencing to enclose the area behind the stage. Also additional areas for seuring the area Friday night for Country Edge.
9. Sand Barrels: 10
 - This will be used to attach fencing around parking lot and for additional areas for Country Edge on Henry St.
10. Bleachers from Race track (2)

If you have any suggestions or questions, please call Tom Reitz (608-289-6646) or Bruce Morris (608-235-7658).

Thank you in advance for the assistance.

12

C&M

ROETHE
LAW
OFFICE

10 Spots
7 Picnic Tables
1 Dumpster

PARKING

LOT 20

(a) bleachers

10 Picnic
Tables
10 Barricades

14 Picnic
Tables
25 Fence Posts
200ft. Fencing
10 Trash cans

HENRY ST.

15 Trash Cans

REPORTER

10yd
Dump? 20 yd. Dumpster

Bar boards and
Stumps from fence
19 Picnic Tables
15 Barricades
500 ft Fencing

CANAL
ST.

12

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 7/9/19

Town Village City of Edgerton County of Rock

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/6/19 and ending 9/7/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

- (a) Name Chilimania, Inc
(b) Address 1007 N main st, Edgerton, WI 53534
(c) Date organized 1988
(d) If corporation, give date of incorporation Jan 1, 2003
(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
(f) Names and addresses of all officers: President Dave Lovellwitz, Vice President Bruce Morris, Secretary Casey Scumeling, Treasurer Thomas Reitz
(g) Name and address of manager or person in charge of affair: Tammy Reitz

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

- (a) Street number Corner of Henry and Canal Streets in Edgerton
(b) Lot Block All
(c) Do premises occupy all or part of building? NO
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. NAME OF EVENT

- (a) List name of the event Chilimania and Country Edge
(b) Dates of event 9/6/19 and 9/7/19

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 7-9-19
Officer [Signature] 7-9-19

Chilimania Inc.
(Name of Organization)
Officer [Signature] 7/9/19
Officer [Signature] 7/9/2019

Date Filed with Clerk
Date Reported to Council or Board

Date Granted by Council
License No.

City of Edgerton
APPLICATION FOR PUBLIC EVENT
(Application must be completed and on file thirty days prior to the event.)

Event Car & Bike Show

Name of Group Sponsoring Event Vannie Gogh

Date of Event Sept. 7, 2019

Contact Person for Organization Brian Dudgeon

Address 209 Main Street

Business Phone 608-884-0177 Home Phone 630-391-3261

Does the Sponsor qualify as a Non-Profit Organization – 501(c)(3)? Yes or No

Estimated Attendance 50-200

Rain Date N/A

Is Event Open to Public? Yes or No

Admission Fee Charged? Yes or No

Will your organization make any contributions to the City or other organizations with the profits from this event? Yes

If so, what do you plan to donate? Percentage of Sales
to what group? Vannie Gogh Scholarship
and what percentage of the proceeds will be donated? 20%

Brief Description of Activities Car Show & Bike Show in parking lots at Depot

How is the event going to be promoted or advertised? Social Media, Newspaper Chilimanica Website, Vannie Gogh Website

The person/organization named in this application will be responsible for the conduct of the group and for the condition of facilities and equipment being utilized. This permit is subject to all municipal ordinances of the City of Edgerton, in addition to all rules and regulations as established by the Park Board.

The person/organization shall be responsible for the required deposit needed for the event and for the key deposit and will be returned after the keys are brought back and the area is inspected. The check is sent after the next scheduled council meeting.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Edgerton harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

Permit holders may be required to provide proof of a general liability insurance policy naming the City of Edgerton as an additional insured party to be determined by the City Clerk.

All equipment or supplies must be removed within 24 hours of the event such as tents, trucks, flatbeds, and etc.

Brian Dasher
Applicant's Signature

7/18/2019
Date

Deposit Paid \$ _____ Receipt Number _____ Date _____

(Revised 1/2009)

City of Edgerton
PUBLIC WORKS AGREEMENT
 PROVISION OF SPECIAL EVENT PUBLIC WORKS ASSISTANCE
 IN CONJUNCTION WITH APPLICATION FOR PUBLIC EVENT

Event: Vannie Gogh Car/Bike Show
 Sponsor: Vannie Gogh
 Location: Depot Parking Lots

1. Attach List of Estimated Assistance from Public Works.
2. Provide Listing of Equipment Needs from Application to Public Works Director.
3. List Any Other Special Public Works Needs.

All arrangements must be made through Edgerton Public Works Director to assure personnel are available for needs requested. Assistance not provided by Edgerton Public Works Dept shall be noted.

Determination of number of Public Works Staff and Hours Estimated (to be completed by Public Works Director).

Parks:

Date: 9-6-19
 From: 7 to 10:00 2 Personnel x 3 Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____

Additional Labor:

Date: 9-9-19
 From: 7 to 10:00 _____ Personnel x 3 Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____
 From: _____ to _____ _____ Personnel x _____ Hours x Rate _____ = _____

Estimated additional water and sewer _____

Estimated additional electrical usage _____

Signed: Bria Dandya ; Applicant

Signed: Kevin E. Stah ; Public Work Director

If additional sheets are necessary please attach them to the original application.

City of Edgerton
SECURITY AGREEMENT

To insure public safety for your event, please answer the questions listing below. This information will be used to assist the common Council in determining if adequate provisions are being made for alcohol sales and security at your event.

1. Describe arrangements being made for the method and distribution of alcohol. Include provision being made to service only to legal consumers.

Beer/Wine being offered in conjunction with Wannie Fogh's current license.

2. Identify the licensed Operators in charge of selling and distributing alcohol for the entire time alcohol is being served.

Brian Dudgeon

3. Describe the type of event you are hosting.

Car/Bike show

4. Estimate the number of people who will be attending this event.

50-200

5. All liquor must be bought from a Wisconsin Wholesaler. Please list the Wholesaler you will be using. (This excludes all retail stores)

6th Beverage + General Beverage

Police Department recommendation for services including costs:

SEE ATTACHED SECURITY AGREEMENT

 7/24/19

~~Tom Klubertanz~~, Chief of Police

City of Edgerton
FACILITY & EQUIPMENT NEEDS & COSTS

RACETRACK PARK _____ CENTRAL PARK _____ OTHER LOCATION X
ENTIRE PARK _____

Depot Lots

DEPOSIT _____

RACETRACK PARK

Southeast Diamond: _____ Date _____
With lights _____
Diamond preparation _____
Deposit for Bases _____

Shelter house:
Whole _____ Westside _____ East side _____
Deposit _____ Key Deposit _____

Northeast Diamond: _____ Date _____
With lights _____
Diamond preparation _____
Deposit for Bases _____

Soccer Fields:
Large Field _____ Dates _____
Small Field _____ Dates _____
Striping Charge _____

Southwest Diamond: _____ Date _____
With lights _____
Diamond preparation _____
Deposit for Bases _____

Horseshoe Pits: _____ Date _____
With Lights _____

Northwest Diamond: _____ Date _____
With lights _____
Diamond preparation _____
Deposit for Bases _____

Parking Lots:
Dates _____ Location _____

STREETS Lot Closure 9/7/19 from 9am-3pm

EQUIPMENT

Picnic Tables _____ Barricades 4 Striping _____
Trash Cans _____ Traffic Cones _____ Fencing _____
Signs 8 Posts _____ Benches _____

Are there any additional needs required that have not been listed?

**City of Edgerton
SECURITY AGREEMENT**

Event: Car and Bike Show

Name of Group Sponsoring Event: Vannie Gogh

Date of Event: September 7, 2019

Police Department recommendations for services including costs:

The application packet for the "Car and Bike Show" indicated there will be beer and wine sold at this event in conjunction with their current liquor license. It is recommended the event organizers be responsible for checking ID's and the issuance of a visible wristband to those patrons who meet the state requirement to purchase alcohol. The Police will partner with the event organizers to monitor those consuming alcohol and ensure it is not being given to those who are underage.

Since this event is being held concurrent with Chilimania weekend there will be additional Police Officers assigned and staffed to the downtown area. The Officers allocated to Chilimania weekend will be made aware of this event and patrol the parking lot at Vannie Gogh accordingly.



Signature

Robert J. Kowalski

Chief of Police

Edgerton Police Department



Date