

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

Monday, November 21, 2022, at 6:45 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, November 18, 2022.
3. Consider approval of minutes from the November 7, 2022 Finance meeting.
4. Consider approval of bills and payroll vouchers.
5. Consider new Class "B" Beer License for Foundation Athletics, James Fox agent.
6. Consider change to previously approved truck purchase.
7. Consider City Attorney contract
8. Consider Depot Sub-tenant lease with Coffee Depot LLC.
9. Finance Directors Report.
10. 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.

**NOVEMBER 7, 2022 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:30 p.m.

Present: Tim Shaw, Candy Davis, and Sarah Braun

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Municipal Services Director Howard Moser, Police Chief Robert Kowalski, Library Director Kirsten Almo, City Treasurer Lisa Skar, Alderpersons Jim Burdick and Casey Langan, Mayor Christopher Lund and a few citizens.

Loveland confirmed the meeting agendas were properly posted on Friday, November 4, 2022 at the Post Office, Edgerton Library, City Hall and the City's website.

MINUTES: A Sarah Braun/Tim Shaw motion to approve the minutes from the October 17, 2022 Finance meeting passed, all voted in favor.

APPROVE CHANGE ORDER #2 FOR KS ENERGY FOR LEAD LATERAL PROJECT: A Candy Davis/Tim Shaw motion to approve change order #2 for KS Energy for the Lead Lateral project for an increase of \$4,766.32 passed on a 3/0 roll call vote.

APPROVE FINAL PAY REQUEST FOR KS ENERGY FOR LEAD LATERAL PROJECT: A Candy Davis/Sarah Braun motion to approve the final pay request for KS Energy for the Lead Lateral project in the amount of \$76,714.82 passed on a 3/0 roll call vote

APPROVE PAY REQUEST #3 FOR BKS FOR THE PUBLIC SIDE LEAD LATERAL PROJECT: A Candy Davis/Sarah Braun motion to approve pay request #3 for BKS for the Public Side Lead Lateral project passed on a 3/0 roll call vote.

BILLS AND PAYROLL: A Candy Davis/Tim Shaw motion to approve the bills and payroll in the amount of \$536,493.84 assed on a 3/0 roll call vote.

RESOLUTION 21-22: A Tim Shaw/Sarah Braun motion to approve City of Edgerton Resolution 21-22: Resolution Approving Budget Transfer Relating to fire district CPI +2% Exemption passed on a 3/0 roll call vote.

APPROVE CHAMBER OF COMMERCE LEASE FOR DEPOT BUILDING: A Candy Davis/Tim Shaw motion to approve the Chamber of Commerce lease for the Depot building for a 3-year term with (2) 1-year extensions effective December 1, 2022 passed on a 3/0 roll call vote.

APPROVE SUB-LEASE FOR DEPOT BUILDING: A Candy Davis/Tim Shaw motion to approve the sub-tenant lease of the depot building with Coffee Depot LLC passed on a 3/0 roll call vote.

APPROVE EVENT PACKET FOR HOME FOR THE HOLIDAYS: A Sarah Braun/Tim Shaw motion to approve the event packet for the Home for the Holidays celebration and waive all fees passed on a 3/0 roll call vote.

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

Wendy Loveland
City Clerk

Adopted November 21, 2022

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input Date = 11/18/2022
Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	128.26	128.26	11/18/2022	
Total 10013100:					128.26	128.26		
10016200								
969 ch	WCMA	2023	2023 FULL MEMBERSHIP DUES - FLANIGAN	11/18/2022	166.45	.00		
5486 c	RIVISTAS, LLC	15400	MAGAZINE SUBSCRIPTIONS- STARTING 5/1/	11/18/2022	962.21	.00		
Total 10016200:					1,128.66	.00		
10021520								
789 ch	WI RETIREMENT SYSTEM	OCT 2022	OCT 2022 RETIREMENT	11/18/2022	21,847.29	.00		
Total 10021520:					21,847.29	.00		
10021532								
13 ch	AFLAC	621577	AFLAC MONTHLY PREMIUM	11/18/2022	262.79	.00		
Total 10021532:					262.79	.00		
10023100								
281 ch	TOWN OF FULTON	OCT 2022	FINES COLLECTED-MINUS \$5 PER CITATION	11/18/2022	2,145.60	.00		
604 ch	ROCK CO TREASURER	OCT 2022	JAIL ASSESSMENTS	11/18/2022	574.26	.00		
819 ch	STATE OF WI COURT FINES	OCT 2022	COSTS & SURCHARGES COLLECTED	11/18/2022	2,113.80	.00		
5487 c	GRAFFT, JAMES	NOV 2022	RESTITUTION COLLECTED	11/18/2022	40.00	.00		
Total 10023100:					4,873.66	.00		
10046112								
2631 c	WI DEPT OF REVENUE	OCT 2022	OCT 2022 SALES TAX	11/18/2022	.32	.00		
Total 10046112:					.32	.00		
10046213								
2631 c	WI DEPT OF REVENUE	OCT 2022	OCT 2022 SALES TAX	11/18/2022	.08	.00		
Total 10046213:					.08	.00		
10046710								
2631 c	WI DEPT OF REVENUE	OCT 2022	OCT 2022 SALES TAX	11/18/2022	16.46	.00		
Total 10046710:					16.46	.00		
10051100340								
231 ch	EDGERTON REPORTER CO INC	23604	VETERANS SIGNATURE PAGE	11/18/2022	19.00	.00		
Total 10051100340:					19.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10051200210								
412 ch	IRMEN, LORI	OCT 2022	CLERK OF COURT	11/18/2022	712.16	.00		
Total 10051200210:					712.16	.00		
10051310210								
2936 c	MURPHY DESMOND LAWYERS	8158356	8 EAST HIGH STREET RAZE ORDER	11/18/2022	26.25	.00		
2936 c	MURPHY DESMOND LAWYERS	8158357	BUSINESS PARK	11/18/2022	218.75	.00		
2936 c	MURPHY DESMOND LAWYERS	8158358	CLAIM REVIEW	11/18/2022	236.25	.00		
5479 c	STAFFORD ROSENBAUM LLP	1274372	IGA - FIRE PROTECTION DISTRICT	11/18/2022	1,850.00	.00		
Total 10051310210:					2,331.25	.00		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8156667	PROSECUTIONS- HOURLY	11/18/2022	221.69	.00		
2936 c	MURPHY DESMOND LAWYERS	8158352	SPECIAL LEGAL SERVICES- BUSINESS PAR	11/18/2022	78.75	.00		
Total 10051320210:					300.44	.00		
10051410155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	20.00	20.00	11/18/2022	
Total 10051410155:					20.00	20.00		
10051410320								
231 ch	EDGERTON REPORTER CO INC	23503	LEGAL NOTICE- PLAN COMMISSION ZONIN	11/18/2022	10.18	.00		
231 ch	EDGERTON REPORTER CO INC	23504	LEGAL NOTICE- PLAN COMMISSION 1015 M	11/18/2022	10.18	.00		
231 ch	EDGERTON REPORTER CO INC	23505	LEGAL NOTICE- STERLING NORTH SIGN	11/18/2022	8.27	.00		
Total 10051410320:					28.63	.00		
10051410330								
418 ch	LEAGUE OF WI MUNICIPALITIE	205450516	GRANT TRAINING - FLANIGAN	11/18/2022	50.00	.00		
Total 10051410330:					50.00	.00		
10051430155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	6.07	6.07	11/18/2022	
Total 10051430155:					6.07	6.07		
10051430320								
231 ch	EDGERTON REPORTER CO INC	23551	LEGAL NOTICE- 2023 PROPOSED BUDGET	11/18/2022	75.59	.00		
231 ch	EDGERTON REPORTER CO INC	23552	LEGAL NOTICE- 2023 PROPOSED BUDGET	11/18/2022	30.42	.00		
Total 10051430320:					106.01	.00		
10051440340								
231 ch	EDGERTON REPORTER CO INC	23506	LEGAL NOTICE- GENEREAL ELECTION	11/18/2022	77.11	.00		
231 ch	EDGERTON REPORTER CO INC	23507	CLASSIFIED- HOURS OF POLLING	11/18/2022	23.72	.00		
231 ch	EDGERTON REPORTER CO INC	23528	LEGAL NOTICE- ROCK CO SAMPLE BALLOT	11/18/2022	107.15	.00		
231 ch	EDGERTON REPORTER CO INC	23529	LEGAL NOTICE- DANE CO BALLOT SAMPLE	11/18/2022	142.53	.00		
560 ch	PIGGLY WIGGLY STORE	027656/039238	ELECTION FOOD	11/18/2022	43.85	.00		
560 ch	PIGGLY WIGGLY STORE	027656/039238	ELECTION FOOD	11/18/2022	5.98	.00		
3752 c	FAMILY DOLLAR	044228/031718	ELECTION MATERIALS	11/18/2022	6.75	.00		
3752 c	FAMILY DOLLAR	044228/031718	ELECTION MATERIALS	11/18/2022	20.00	.00		
4433 c	DOLLAR TREE STORES, INC	045091	ELECTION MATERIALS	11/18/2022	23.75	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
4529 c	SUBWAY	NOV 2022	ELECTION FOOD	11/18/2022	27.82	.00		
4762 c	RED BARON	NOV 2022	ELECTION FOOD	11/18/2022	82.65	.00		
Total 10051440340:					561.31	.00		
10051510155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	2.27	2.27	11/18/2022	
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	2.23	2.23	11/18/2022	
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	2.11	2.11	11/18/2022	
Total 10051510155:					6.61	6.61		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	28737	CLEANING THROUGH 11/4/22-CITY HALL	11/18/2022	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28751	CLEANING THROUGH 11/11/22-CITY HALL	11/18/2022	70.00	.00		
Total 10051600210:					140.00	.00		
10051600221								
21 ch	ALLIANT ENERGY	OCT 22 47020	OCT 22 470202 ELECTRIC CHARGES	11/18/2022	100.99	.00		
Total 10051600221:					100.99	.00		
10051600225								
5214 c	GRANITE TELECOMMUNICATIO	579535963A	608-884-3341 CITY HALL	11/18/2022	124.52	.00		
Total 10051600225:					124.52	.00		
10051600340								
557 ch	PHOENIX CONSULTING INC	2111406	INSTALLED UPDATES ON CASH REGISTER	11/18/2022	230.00	.00		
934 ch	STAPLES CREDIT PLAN	7602161005	COFFEE, PAPER	11/18/2022	52.56	.00		
934 ch	STAPLES CREDIT PLAN	7602326631	TAPE, DECAF COFFEE POT, FLOOR MATS	11/18/2022	92.68	.00		
Total 10051600340:					375.24	.00		
10052100155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	60.19	60.19	11/18/2022	
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	4.61	4.61	11/18/2022	
Total 10052100155:					64.80	64.80		
10052120155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	81.04	81.04	11/18/2022	
Total 10052120155:					81.04	81.04		
10052120225								
130 ch	US CELLULAR	0542345393	POLICE CELL PHONES	11/18/2022	173.16	.00		
Total 10052120225:					173.16	.00		
10052120380								
3404 c	BURNS FULL SERVICE LLC	163007	TIRE REPAIR - PD	11/18/2022	40.00	.00		
3404 c	BURNS FULL SERVICE LLC	163009	NEW BATTERY INSTALL - PD	11/18/2022	257.90	.00		
Total 10052120380:					297.90	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10052120385								
923 ch	KWIK TRIP	OCT 2022	OCT 2022 FUEL CHARGES - POLICE DEPT	11/18/2022	2,130.23	.00		
Total 10052120385:					2,130.23	.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	28737	CLEANING THROUGH 11/5/22-POLICE STATI	11/18/2022	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28751	CLEANING THROUGH 11/12/22-POLICE STAT	11/18/2022	119.00	.00		
Total 10052150210:					238.00	.00		
10052150221								
21 ch	ALLIANT ENERGY	OCT 22 53589	OCT 22 535891 ELECTRIC CHARGES	11/18/2022	327.56	.00		
Total 10052150221:					327.56	.00		
10052150224								
21 ch	ALLIANT ENERGY	OCT 22 93902	OCT 22 939021 GAS CHARGES	11/18/2022	24.47	.00		
Total 10052150224:					24.47	.00		
10052150225								
3534 c	CHARTER COMMUNICATIONS	001590710312	POLICE DEPT INTERNET/PHONE CHARGES	11/18/2022	323.97	.00		
Total 10052150225:					323.97	.00		
10052150340								
357 ch	JANESVILLE DOOR CO LTD	123179	DOOR REPAIR/PARTS - PD	11/18/2022	2,911.52	.00		
Total 10052150340:					2,911.52	.00		
10052400210								
2584 c	GENERAL ENGINEERING COMP	OCT 2022	OCT 2022 BUILDING INSPECTIONS	11/18/2022	4,277.20	.00		
Total 10052400210:					4,277.20	.00		
10053100155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	12.14	12.14	11/18/2022	
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	.53	.53	11/18/2022	
Total 10053100155:					12.67	12.67		
10053100210								
3883 c	ABSOLUTE MOBILE TESTING L	122-240A	DRUG AND ALCOHOL TESTING - DPW	11/18/2022	157.00	.00		
Total 10053100210:					157.00	.00		
10053100340								
5386 c	US DEPT OF TRANSPORTATIO	F18E50A	DRUG & ALCOHOL CLEARING HOUSE	11/18/2022	16.00	.00		
Total 10053100340:					16.00	.00		
10053230155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	53.54	53.54	11/18/2022	
Total 10053230155:					53.54	53.54		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053230221								
21 ch	ALLIANT ENERGY	OCT 22 12937	OCT 22 129372 ELECTRIC CHARGES	11/18/2022	325.07	.00		
21 ch	ALLIANT ENERGY	OCT 22 37005	OCT 22 370054 ELECTRIC CHARGES	11/18/2022	80.76	.00		
Total 10053230221:					405.83	.00		
10053230224								
21 ch	ALLIANT ENERGY	OCT 22 12937	OCT 22 129372 ELECTRIC CHARGES	11/18/2022	391.14	.00		
21 ch	ALLIANT ENERGY	OCT 22 37005	OCT 22 370054 GAS CHARGES	11/18/2022	57.55	.00		
Total 10053230224:					448.69	.00		
10053230225								
4659 c	CENTURYLINK	616369498A	NOV 2022 LONG DISTANCE CHARGES	11/18/2022	.08	.00		
4659 c	CENTURYLINK	616369498A	NOV 2022 LONG DISTANCE CHARGES	11/18/2022	.08	.00		
5214 c	GRANITE TELECOMMUNICATIO	579535963A	608-884-3341 MUNI GARAGE	11/18/2022	124.52	.00		
Total 10053230225:					124.68	.00		
10053310340								
5058 c	COUNTYLINE T'S	11/11/2022	SAFETY GREEN SWEATSHIRTS - DPW	11/18/2022	108.50	.00		
Total 10053310340:					108.50	.00		
10053400221								
21 ch	ALLIANT ENERGY	OCT 22 86206	OCT 22 862065 ELECTRIC CHARGES	11/18/2022	47.40	.00		
21 ch	ALLIANT ENERGY	OCT 22 93096	OCT 22 930961 ELECTRIC CHARGES	11/18/2022	10.04	.00		
Total 10053400221:					57.44	.00		
10053400340								
1009 c	FARM & FLEET CO	003579	FLAG MATERIAL - TRAFFIC CONTROL	11/18/2022	16.86	.00		
Total 10053400340:					16.86	.00		
10053420221								
21 ch	ALLIANT ENERGY	OCT 22 10670	OCT 22 106703 ELECTRIC CHARGES	11/18/2022	11.20	.00		
21 ch	ALLIANT ENERGY	OCT 22 19259	OCT 22 192591 ELECTRIC CHARGES	11/18/2022	9.03	.00		
21 ch	ALLIANT ENERGY	OCT 22 20990	OCT 22 209901 ELECTRIC CHARGES	11/18/2022	36.89	.00		
21 ch	ALLIANT ENERGY	OCT 22 27883	OCT 22 278834 ELECTRIC CHARGES	11/18/2022	3.57	.00		
21 ch	ALLIANT ENERGY	OCT 22 44088	OCT 22 440880 ELECTRIC CHARGES	11/18/2022	14.35	.00		
21 ch	ALLIANT ENERGY	OCT 22 47020	OCT 22 470202 ELECTRIC CHARGES	11/18/2022	85.11	.00		
21 ch	ALLIANT ENERGY	OCT 22 52473	OCT 22 524734 ELECTRIC CHARGES	11/18/2022	3.84	.00		
21 ch	ALLIANT ENERGY	OCT 22 55521	OCT 22 555211 ELECTRIC CHARGES	11/18/2022	20.15	.00		
21 ch	ALLIANT ENERGY	OCT 22 76042	OCT 22 760421 ELECTRIC CHARGES	11/18/2022	26.53	.00		
21 ch	ALLIANT ENERGY	OCT 22 95185	OCT 22 9518562273 ELECTRIC CHARGES	11/18/2022	48.00	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80833	808337000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80833	808338000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80833	808339000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80834	808340000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80834	808341000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 80834	808342000 STREET LIGHT CHARGE	11/18/2022	16.04	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 91237	91237000 STREET LIGHT CHARGE	11/18/2022	20.94	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 91238	91238000 STREET LIGHT CHARGE	11/18/2022	20.94	.00		
600 ch	ROCK ENERGY COOPERATIVE	NOV 22 91240	91240000 STREET LIGHT CHARGE	11/18/2022	20.94	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10053420221:					417.53	.00		
10054910221								
21 ch	ALLIANT ENERGY	OCT 22 17756	OCT 22 177564 ELECTRIC CHARGES	11/18/2022	19.51	.00		
Total 10054910221:					19.51	.00		
10055110155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	15.58	15.58	11/18/2022	
Total 10055110155:					15.58	15.58		
10055110210								
596 ch	ROBINSON'S MARKETING DIV I	28642	CLEANING THROUGH 10/1/22-LIBRARY	11/18/2022	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	28654	CLEANING THROUGH 10/8/22-LIBRARY	11/18/2022	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	28670	CLEANING THROUGH 10/15/22-LIBRARY	11/18/2022	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	28692	CLEANING THROUGH 10/22/22-LIBRARY	11/18/2022	278.50	.00		
596 ch	ROBINSON'S MARKETING DIV I	28723	CLEANING THROUGH 10/29/22-LIBRARY	11/18/2022	278.50	.00		
3997 c	UNIQUE MANAGEMENT SERVI	6105209	09-19 PLACEMENTS	11/18/2022	58.25	.00		
4790 c	LAKESHORE LIBRARY SYSTEM	2635	TECH SERVICES - LIBRARY	11/18/2022	293.13	.00		
Total 10055110210:					1,743.88	.00		
10055110221								
21 ch	ALLIANT ENERGY	SEP 22 827226	SEP 22 827226 ELECTRIC CHARGES	11/18/2022	1,574.42	.00		
Total 10055110221:					1,574.42	.00		
10055110224								
21 ch	ALLIANT ENERGY	SEP 22 827226	SEP 22 827226 GAS CHARGES	11/18/2022	650.96	.00		
Total 10055110224:					650.96	.00		
10055110225								
3534 c	CHARTER COMMUNICATIONS	005990510062	LIBRARY INTERNET/PHONE CHARGES	11/18/2022	298.35	.00		
Total 10055110225:					298.35	.00		
10055110310								
2433 c	AMAZON.COM LLC	111-1668212-3	STAPLERS	11/18/2022	14.12	.00		
5070 c	TOSHIBA FINANCIAL SERVICES	32516057	COPIER - LIBRARY LEASE	11/18/2022	255.00	.00		
Total 10055110310:					269.12	.00		
10055110320								
231 ch	EDGERTON REPORTER CO INC	23185	FIRE PREVENTION WEEK SIGNATURE PAGE	11/18/2022	18.50	.00		
4997 c	MAILCHIMP	MC12346324	ESSENTIALS PLAN-LIBRARY	11/18/2022	59.00	.00		
Total 10055110320:					77.50	.00		
10055110321								
70 ch	BAKER & TAYLOR INC	0003271362	BOOK CREDIT	11/18/2022	11.42-	.00		
70 ch	BAKER & TAYLOR INC	0003271363	BOOK CREDIT	11/18/2022	56.72-	.00		
70 ch	BAKER & TAYLOR INC	0003271364	BOOK CREDIT	11/18/2022	58.20-	.00		
70 ch	BAKER & TAYLOR INC	2037051076	BOOKS	11/18/2022	264.87	.00		
70 ch	BAKER & TAYLOR INC	2037069241	BOOKS	11/18/2022	150.74	.00		

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70 ch	BAKER & TAYLOR INC	2037085911	BOOKS	11/18/2022	208.31	.00		
70 ch	BAKER & TAYLOR INC	2037097265	BOOKS	11/18/2022	166.26	.00		
70 ch	BAKER & TAYLOR INC	2037108561	BOOKS	11/18/2022	464.56	.00		
2433 c	AMAZON.COM LLC	111-0344722-1	BOOKS	11/18/2022	53.89	.00		
2433 c	AMAZON.COM LLC	111-3873840-1	POKEMON BOX SET	11/18/2022	32.90	.00		
2710 c	SOUTHERN WISCONSIN NEWS	2276778	BOOKS	11/18/2022	50.70	.00		
2710 c	SOUTHERN WISCONSIN NEWS	2280117	BOOKS	11/18/2022	50.05	.00		
3075 c	CENTER POINT INC	1959076	BOOKS	11/18/2022	560.88	.00		
3216 c	MARIS ASSOCIATES	0061	BOOKS	11/18/2022	180.58	.00		
3431 c	MIDAMERICA BOOKS	557625	BOOKS	11/18/2022	203.55	.00		
4468 c	JUNIOR LIBRARY GUILD	629692	BOOKS	11/18/2022	285.00	.00		
Total 10055110321:					2,545.95	.00		
10055110323								
5379 c	KANOPY, INC.	316974	PLAY CREDITS	11/18/2022	59.85	.00		
5379 c	KANOPY, INC.	321695	PLAY CREDITS	11/18/2022	33.25	.00		
Total 10055110323:					93.10	.00		
10055110324								
70 ch	BAKER & TAYLOR INC	2037051076	AUDIO VISUAL	11/18/2022	22.00	.00		
70 ch	BAKER & TAYLOR INC	2037069241	AUDIO VISUAL	11/18/2022	96.23	.00		
70 ch	BAKER & TAYLOR INC	2037085911	AUDIO VISUAL	11/18/2022	52.25	.00		
70 ch	BAKER & TAYLOR INC	2037108561	AUDIO VISUAL	11/18/2022	78.63	.00		
2433 c	AMAZON.COM LLC	111-3873840-1	DVDS	11/18/2022	51.48	.00		
2504 c	MIDWEST TAPE LLC	502750120	BLURAY DVDS	11/18/2022	59.98	.00		
2504 c	MIDWEST TAPE LLC	502750122	DVD	11/18/2022	22.49	.00		
2504 c	MIDWEST TAPE LLC	502782332	BLURAY DVDS	11/18/2022	85.47	.00		
2504 c	MIDWEST TAPE LLC	502782334	DVDS	11/18/2022	56.22	.00		
2504 c	MIDWEST TAPE LLC	502798689	BLURAY DVD	11/18/2022	29.99	.00		
2504 c	MIDWEST TAPE LLC	502798841	DVD	11/18/2022	23.24	.00		
2504 c	MIDWEST TAPE LLC	502832694	DVDS	11/18/2022	104.95	.00		
2504 c	MIDWEST TAPE LLC	502837323	BLURAY DVD	11/18/2022	26.24	.00		
2504 c	MIDWEST TAPE LLC	502850189	BLURAY DVD	11/18/2022	19.49	.00		
2504 c	MIDWEST TAPE LLC	502853391	DVDS	11/18/2022	41.98	.00		
2504 c	MIDWEST TAPE LLC	502853392	DVDS	11/18/2022	29.98	.00		
2504 c	MIDWEST TAPE LLC	502853393	BLURAY DVD	11/18/2022	29.99	.00		
3973 c	FINDAWAY WORLD	408257	AUDIO BOOKS	11/18/2022	311.20	.00		
Total 10055110324:					1,141.81	.00		
10055110330								
3541 c	WISCONSIN LIBRARY ASSOCIA	15647	WLA CONFERENCE - KREBS-SMITH	11/18/2022	240.00	.00		
Total 10055110330:					240.00	.00		
10055110340								
195 ch	DEMCO INC	7201481	LABELS	11/18/2022	150.76	.00		
2433 c	AMAZON.COM LLC	111-1668212-3	CRAFT WIRE	11/18/2022	9.55	.00		
2433 c	AMAZON.COM LLC	111-3873840-1	BINGO GAME	11/18/2022	12.69	.00		
2433 c	AMAZON.COM LLC	111-4097461-7	STICKERS	11/18/2022	5.79	.00		
2433 c	AMAZON.COM LLC	114-1122097-7	CLOTHES PINS, CUPCAKE LINERS, CARDST	11/18/2022	35.35	.00		
2433 c	AMAZON.COM LLC	114-4106393-2	ART SUPPLIES	11/18/2022	154.83	.00		
5485 c	OUTAGAMIE WAUPACA LIBRAR	4007	LIBRARY CARD SIGN-UP STICKER	11/18/2022	35.83	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10055110340:					404.80	.00		
10055110390								
70 ch	BAKER & TAYLOR INC	2037085911	AUDIO VISUAL - ALA GRANT	11/18/2022	328.43	.00		
70 ch	BAKER & TAYLOR INC	2037108561	AUDIO VISUAL & BOOKS - ALA GRANT	11/18/2022	13.99	.00		
2433 c	AMAZON.COM LLC	111-0178816-3	BUILDING BLOCKS- GIFTS FOR KIDS	11/18/2022	39.99	.00		
2433 c	AMAZON.COM LLC	111-7537696-6	POM POMS, FELT SHEETS, LAMINATING PO	11/18/2022	95.93	.00		
2433 c	AMAZON.COM LLC	111-9975879-4	RED POM POMS	11/18/2022	8.99	.00		
2433 c	AMAZON.COM LLC	112-5988796-6	CATALOG DISPLAY RACKS - ALA GRANT	11/18/2022	45.99	.00		
4789 c	SCHOOLSIN	INV0069218	MAILBOX - LIBRARY	11/18/2022	155.18	.00		
Total 10055110390:					688.50	.00		
10055200221								
21 ch	ALLIANT ENERGY	OCT 22 06930	OCT 22 069305 ELECTRIC CHARGES	11/18/2022	406.78	.00		
21 ch	ALLIANT ENERGY	OCT 22 07849	OCT 22 078495 ELECTRIC CHARGES	11/18/2022	29.09	.00		
21 ch	ALLIANT ENERGY	OCT 22 41346	OCT 22 413465 ELECTRIC CHARGES	11/18/2022	25.89	.00		
21 ch	ALLIANT ENERGY	OCT 22 56315	OCT 22 563154 ELECTRIC CHARGES	11/18/2022	114.37	.00		
21 ch	ALLIANT ENERGY	OCT 22 64653	OCT 22 646535 ELECTRIC CHARGES	11/18/2022	70.04	.00		
21 ch	ALLIANT ENERGY	OCT 22 79371	OCT 22 793712 ELECTRIC CHARGES	11/18/2022	18.75	.00		
21 ch	ALLIANT ENERGY	OCT 22 92135	OCT 22 9213591995 ELECTRIC CHARGES	11/18/2022	20.69	.00		
Total 10055200221:					685.61	.00		
10055200340								
3161 c	MENARDS	068798	PARKS SUPPLIES - BIT SET	11/18/2022	9.99	.00		
5058 c	COUNTYLINE T'S	11/11/2022	SAFETY GREEN SWEATSHIRTS - DPW	11/18/2022	108.50	.00		
5159 c	BADGERLAND DISPOSAL	0003014071	W LAWTON ST- HANDICAP PORTA POTTY	11/18/2022	99.00	.00		
Total 10055200340:					217.49	.00		
10055420221								
21 ch	ALLIANT ENERGY	OCT 22 35496	OCT 22 354961 ELECTRIC CHARGES	11/18/2022	271.74	.00		
Total 10055420221:					271.74	.00		
10055420224								
21 ch	ALLIANT ENERGY	OCT 22 12422	OCT 22 124223 GAS CHARGES	11/18/2022	15.58	.00		
21 ch	ALLIANT ENERGY	OCT 22 35496	OCT 22 354961 GAS CHARGES	11/18/2022	14.70	.00		
Total 10055420224:					30.28	.00		
10055420225								
311 ch	FRONTIER COMMUNICATIONS	NOV 2022A	608-884-3232 TELEPHONE CHARGES	11/18/2022	42.17	.00		
4659 c	CENTURYLINK	616369498A	NOV 2022 LONG DISTANCE CHARGES	11/18/2022	.08	.00		
Total 10055420225:					42.25	.00		
10056300155								
490 ch	SECURIAN FINANCIAL GROUP,	DEC 2022	DEC 2022 LIFE INSURANCE	11/18/2022	11.12	11.12	11/18/2022	
Total 10056300155:					11.12	11.12		
10056600210								
3838 c	CLARK COMPANIES INC	8665	TAKE DOWN SUMMER BASKETS, ADDITIION	11/18/2022	3,756.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10056600210:					3,756.00	.00		
10056600340								
3980 c	WISCONSIN ECONOMIC DEVEL	67222744	CONNECT COMMUNITIES ANNUAL FEE	11/18/2022	200.00	.00		
Total 10056600340:					200.00	.00		
20357130820								
603 ch	ROCK CO REGISTER OF DEED	NOV 2022	RECORDING OF MORTGAGE- CAIN	11/18/2022	30.00	.00		
Total 20357130820:					30.00	.00		
20653630297								
5159 c	BADGERLAND DISPOSAL	0003065568	NOV 22 GARBAGE/RECYCLING FEE	11/18/2022	19,456.68	.00		
Total 20653630297:					19,456.68	.00		
40057437820								
3161 c	MENARDS	041635	HOLIDAY SUPPLIES	11/18/2022	88.94	.00		
3161 c	MENARDS	041635	HOLIDAY SUPPLIES	11/18/2022	79.96-	.00		
3161 c	MENARDS	080197	HOLIDAY SUPPLIES	11/18/2022	178.88	.00		
Total 40057437820:					187.86	.00		
40657125820								
3792 c	RINEHART PROPERTIES	NOV 2022	FACADE GRANT 351 W FULTON - TUCK POI	11/18/2022	10,000.00	.00		
Total 40657125820:					10,000.00	.00		
60380840340								
934 ch	STAPLES CREDIT PLAN	7602161005	COFFEE, PAPER	11/18/2022	8.30	.00		
Total 60380840340:					8.30	.00		
60380843740								
5488 c	PAVLIK, TOM	NOV 2022A	OVERPAYMENT REFUND- 759 HEMPHILL	11/18/2022	6.67	6.67	11/15/2022	
Total 60380843740:					6.67	6.67		
Grand Totals:					90,475.82	406.36		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
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Grand Total General Fund Vouchers: \$90,475.82
Total Payroll Check Date 11/18/2022: \$79,300.37
GRAND TOTAL OF GENERAL FUND: \$169,776.19

Finance Committee Members Signatures of Approval:

TIMOTHY SHAW

CANDY DAVIS

SARAH BRAUN

Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
 - Invoice Detail.Input Date = 11/18/2022
 - Invoice Detail.Voided = No
-

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: June 30, 2023
(mm dd/yyyy) (mm dd/yyyy)

To the Governing Body of the: Town of } Edgerton
 Village of }
 City of }

County of Rock Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031163241-02</u>	
FEIN Number <u>08-2413434</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Foundation Athletics

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>James Fox</u>	(First) <u>JAMES</u>	(Middle Name) <u>W</u>	Home Address (Street, City or Post Office, & Zip Code) <u>6216 N Fox Rd Janesville, WI 53548</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

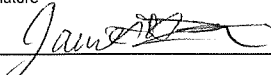
1. Trade Name Foundation Athletics Business Phone Number (608) 931-9156
 2. Address of Premises 1015 N Main St Post Office & Zip Code 53534

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
The building use will primarily be for our golf room. We will permit the use of alcohol in all offices, restrooms, yoga room, and weight floor. The outside area in the back of the building will also be permitted due to activities outside. The downstairs will be where we store the alcohol.

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Yes, I have not taken the course yet.
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date Feb 2021 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Fox, James, W.</u>	Title/Member <u>Owner</u>	Date <u>10-24-22</u>
Signature 	Phone Number <u>(608) 931-4156</u>	Email Address <u>thefoundabmathletsclub@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Memo

To: Common Council
From: Staff
Date: 11/18/2022
Re: November 21, 2022 Meeting

Utilities Truck Purchase: The Council approved the purchase of a new utility truck from Ewald Automotive Group in the amount of \$25,621.00 April 4, 2022. Staff received an email from Ewald stating that any 2022 order that is not currently in production will likely not be built. Our order is not currently in production so Ewald suggested that we have the following options:

1. Request to cancel the '22 order and not re-order a '23 truck.
2. Leave the '22 order in place and not order a '23 truck in its place. It is highly likely we will **not** get a '22.
3. Leave the '22 order in place, but order a '23 truck in its place. It would get priority scheduling with Ram, though it will not be able to be delivered yet in the 2022 calendar year. If for some reason the '22 truck does get built, Ewald would sell and deliver that truck at the previously contracted price. In this case, we would be under no obligation to still purchase the '23 truck. Again, as noted above this is highly unlikely.

The quote for a 2023 model is \$31,041 which is an increase of \$5,420.00 over the '22 approved bid.

Staff contacted Ewald regarding available trucks on the lot and there is a 2019 Chevrolet Silverado 1500 in stock with 28,585 miles. The sale price is \$26,302 (increase of \$681.00 over previous approval). This would be a fourth option with the lowest cost and shortest lead time. Staff requests authorization to cancel the 2022 order and purchase the 2019 Chevrolet Silverado from Ewald Automotive Group for \$26,302.

Graceful LLC Construction deadline extension: Graceful LLC, purchased 1912 Marshview Ct. from the City on December 17, 2021. In the Purchase Agreement, Graceful agreed to commence construction of a building within 12 months of the purchase of the Property. The agreement entitles, but does not require, the city to repurchase the Property for the sale price. The owner of Graceful indicated he had a difficult year and is requesting a six-month extension of the deadline to commence construction on the structure.

Depot Sublease with Coffee Depot LLC: Please recall the Council approved a subtenant lease with Coffee Depot LLC, the current coffee shop owner in the depot at a recent meeting. The Owner of Coffee Depot LLC has requested the changes noted in the attached lease in sections: IV, V, VI and IX. The most important policy question is: should the current tenant be responsible to restore the building to its condition before **any** coffee shops were established in the depot many years ago, or should the current tenant be required to "undo" only those changes the current tenant made? Given that there have been many "coffee" tenants in the building, it is understandable that the current tenant would not want the

responsibility to completely restore the building. The lease between the Chamber and the City has language that requires the Chamber repair all significant damage caused by the removal of the fixtures and equipment.

City Attorney contract: The City attorney contract expires in April of 2023. Does the Committee want to request proposals or negotiation with our current vendor, Murphy Desmond?

School Resource Officer Agreement: Included in your packet is the agreement with the school district for the new School Resources Officer position. Those provisions thought to be of most interest to the Council have been highlighted.

New Police Patrol Position: With the creation of the SRO position and the assignment of one of our existing officers to that position, the Chief is requesting to create a new patrol position. The personnel policy requires the committee recommend to council the creation of a new position. The 2023 budget includes the cost difference for the new officer and the school's payment of 75% of the SRO wages and benefits.

SUBLEASE

THIS SUBLEASE made this 1st day of December, 2022, between, EDGERTON AREA CHAMBER OF COMMERCE, located at Edgerton, Wisconsin (“Tenant”), and, The Coffee Depot LLC, a Wisconsin Limited Liability Corporation, at 20 S Main Street, Edgerton WI 53534 (“Subtenant”), and approved by CITY OF EDGERTON, a Wisconsin municipal corporation, of Edgerton, Wisconsin (“Landlord”).

RECITALS

WHEREAS, Landlord owns a commercial building located at 20 S. Main Street, Edgerton, Wisconsin, also known as Edgerton Depot (the “Premises”); and

WHEREAS, Tenant uses the Premises for the office for the Edgerton Area Chamber of Commerce program, and as a community information center and/or as a rental space for other entities; and

WHEREAS, as part of its lease with the Landlord, the Tenant is permitted to sublet a portions or portions of the Premises so as to gain revenue, but only with the approval of the Landlord; and

WHEREAS, the Subtenant desires to sublet a portion of the Demised Premises; and

WHEREAS, the Landlord has approved of the sub-lease of the Premises subject to the terms and conditions described below.

NOW, THEREFORE, in consideration of the foregoing Recitals which are fully incorporated herein, and the following promises and covenants, and of the mutual benefits to be derived therefrom, it is agreed as follows:

ARTICLE I DEMISE AND DESCRIPTION OF PREMISES

Tenant hereby subleases to Subtenant the following described real property, together with all improvements thereon: the use of the main floor of the depot except for the Baggage Room (west room) commonly known as the “Edgerton Depot”, located at 20 S. Main Street, Edgerton, WI 53534. (the “Demised Premises”)

Tenant shall continue to have the exclusive use the Baggage Area as the Depot Museum and/or Chamber office. Tenant also reserves the right to utilize the small cubicle, info stand area, in the ticket/reception area of the Depot for Edgerton Chamber information distribution.

ARTICLE II TERM

This Sublease shall be for a term of 12 months commencing on November 1st, 2022 and ending October 30th, 2023.

Subtenant shall have an option to extend Sublease for two (2), one (1)-year periods (12 months each). Said option must be elected with written notice, no later than 90-days from the lease

termination date. The lease may be terminated by the Subtenant with a 90-day written notice. The lease may be terminated by the Landlord with no cause upon a 90-day written notice to the Subtenant, or with a fourteen (14) day notice in writing if the termination is for cause.

ARTICLE III RENTAL

Rent. Basic Rent for use of Demised Premises. Subtenant shall be required to pay Tenant a lease payment of Four Hundred Dollars and 00/100 (\$400) per month. Rent shall be due and payable no later than the 15th of each month beginning November 15th, 2022.

Security Deposit: A Four Hundred Dollar (\$400.00) security deposit is required at the beginning of the lease. On or before the Commencement Date, Tenant will deposit with Landlord the sum of FOUR HUNDRED DOLLARS (\$400.00) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which, Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is to be used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. In the event the Building is sold, the security deposit will be transferred to the new owner.

Rent Increases. Rent shall increase Fifty Dollars and 00/100 (\$50.00) per annum as follows. For the first Sublease extension term of November 1, 2023 through October 31, 2024, rent shall be Four Hundred-Fifty Dollars and 00/100 (\$450.00) per month. For the second Sublease extension term of November 1, 2024 through October 31, 2025 rent shall be Five Hundred Dollars and 00/100 (\$500.00)

Late Payment. Tenant, at its option, may require, and Subtenant shall pay, a penalty of 10 percent the required monthly payment for any monthly payment not made within 5 days of the required payment date called for.

ARTICLE IV USE OF PREMISES

(a) Purposes. Subtenant shall use the Demised Premises for the purpose of conducting thereon and therefrom a café/restaurant and art studio and classroom. 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 Tenant and the Landlord.

(b) Maintenance of Premises. Subtenant shall at all times maintain the Demised Premises in a clean, neat, and orderly condition.

Subtenant 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 would violate or make void or inoperative any policy of insurance held by Tenant and/or Landlord.

(c) Storage of Merchandise. Subtenant shall store or stock in the Demised Premises, at all times during the term hereof, only such goods, wares, and merchandise as the Subtenant intends to use, at or from the Premises or use in connection with a service offered by Subtenant in the regular course of Subtenant's business.

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

(e) Porch/Deck. Subtenant's lease of structure shall include the covered porch area on the east end of the building. Subtenant shall maintain the porch area in a clean, neat and orderly fashion. The porch area shall not be used for storage. All items placed in the porch area shall be durable and weather resistant. Subtenant lease space does not include the platform on the north and west sides of the building. Subtenant may utilize the platform as a public space but cannot restrict the use of the space by others. Subtenant may restrict the use of the space by others if they are being disruptive to other patrons. Subtenant may place furniture and other similar patio furnishings on the platform upon approval of the Tenant. The Subtenant shall be responsible to remove all patio furnishings from the platform when a community event is scheduled for the platform.

(f) The Landlord reserves the right to allow public access to the restrooms in the Demised Premises on the day and evening of the tree lighting ceremony usually occurring in November, as long as the ceremony is held in the area of the Demised Premises. The Subtenant agrees to obtain Landlord approval prior to allowing any outdoor vendors to operate on the day of the tree lighting ceremony.

ARTICLE V REPAIRS AND MAINTENANCE

(a) Subtenant shall maintain the Demised Premises and keep them in good repair at its expense. Subtenant shall be responsible for any improvements required by Federal, State or local regulations to use the Demised Premises for Subtenant's business purposes identified above. Subtenant shall maintain and repair interior walls, floors, and plumbing associated with business activities. Landlord shall remove snow on the sidewalks near the parking lot; the sidewalk and ramp serving the main north entrance; and the platform between the ramp and the main north entrance. ~~Subtenant shall remove snow from walks serving the building and the platform (deck).~~

(b) The Landlord shall plow the snow from the parking areas and sidewalks next to the curb in the Fulton Street parking lot and mow the lawn. The Landlord shall hire a pest control contractor. The Landlord is responsible for maintenance of the following: roof, outside walls, windows and doors, structural repairs, repairs to the deck; and HVAC system

(c) Subtenant recognizes the following regarding the Demised Premises: it was recently renovated and is in good condition; it is on the National Register of Historic Places; it is included in the local historic district and is subject to laws pertaining to local historic districts; and it has local significance as a historic structure. Subtenant shall make every effort to not damage walls, floors, mechanical equipment, or any of the building's fixtures, and shall promptly notify the Landlord of any such damage.

(d) Subtenant shall be responsible for all trash and recyclable collection for the Demised Premises.

**ARTICLE VI
TAXES, ASSESSMENTS AND OCCUPANCY EXPENSES**

There are no real estate taxes on said premises, which are owned by the City of Edgerton. Subtenant is expressly responsible to pay all occupancy expenses associated with Coffee Depot LLC including personal property taxes.

**ARTICLE VII
INSURANCE**

(a) Subtenant 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 Tenant and/or Landlord. Landlord and Tenant shall be named as an additional insureds on any such policy. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in, on the porch, platform or 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 and Tenant on any claims or losses. The insurance policies or proof of their existence shall be delivered to Landlord and Tenant for safekeeping. Subtenant shall obtain a written obligation from the insurers to notify Landlord and Tenant 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, Tenant may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Tenant as an additional rent installment for the month following the date on which the premiums were paid by Tenant.

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

**ARTICLE VIII
ALTERATIONS AND ADDITIONS**

Subtenant shall have the right from time to time during the term at their own expense to install in the Demised Premises non-permanent improvements such as, equipment, furnishings and other personal property as they may deem fit, and to remove, change and exchange the same. Such equipment, furnishings, personal property and additions to remain Subtenant's property.

Upon approval of the Landlord, the Subtenant 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 and for full and beneficial use of the Demised Premises. However, 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 and Tenant, which shall not be unreasonably withheld or unreasonably delayed. No changes, additions or alterations shall be made to the exterior of the Demised Premises including the porch and platform areas without the written consent of the Landlord and Tenant, which consent shall not be

unreasonably withheld.

ARTICLE IX REMOVAL OF FIXTURES

Subtenant shall have the right at any time to remove from the Demised Premises any furniture, fixtures, equipment and furnishings owned by Subtenant 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 Sublease. Subtenant shall repair all significant damage caused by the removal of such property.

Subtenant has agreed to assume all restoration of the Premises to its original condition as of the effective day of this lease, meaning the condition existing prior to all previous coffee shop owners. Subtenant understands that said original condition shall be determined to be the condition of the Premises prior to any and all additions, alterations, modifications, and/or improvements completed by prior tenants and/or subtenants. This shall include but not be limited to removal of all changes made to the building by the Subtenant including but not limited to the following: sinks, vanities, and other fixtures; previous subtenant added fixtures in the ticket office and waiting rooms; removal of all plumbing and electrical added by prior subtenants in the ticket office and waiting rooms including but not limited to that below the floor; removal of any and all grease traps, dishwashers, refrigeration units, and the associated plumbing; removal of the island in the ticket office including any and all electrical and plumbing improvements thereto and below the floor; removal of wall coverings in the ticket office and to include restoration of wall and trim in said area; restoration of all floors modified to accommodate the improvements listed above; removal of non-wood floor coverings in the ticket office to include the restoration of the floors. , utility room, waiting rooms; Any and all removal of electrical and/or plumbing shall be completed so as to comply with any and all codes.

ARTICLE X SIGNS

Subject to applicable Landlord and Tenant approval, ordinances and regulations, Subtenant may, at its sole discretion, maintain a sign on the property if Subtenant so desires at its sole expense. Any sign of Subtenant 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 and Tenant, which consent shall not be unreasonably withheld.

ARTICLE XI UTILITIES

Subtenant shall pay all charges for water, gas, heat, electricity, power, telephone service, and other similar charges incurred by Subtenant 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 Sublease shall, at the option of the Subtenant, cease and come to an end. If Subtenant does not wish this Sublease to cease and terminate by reason of the premises being so destroyed by fire or other casualty and it shall within thirty (30) days from the date that said total destruction occurs serve written notice upon Landlord and Tenant by certified mail that they desire to have the premises restored to the state in which they were in when 50 percent or more were destroyed by fire or other casualty and upon giving such notice to Landlord and Tenant this Sublease shall continue in full force and effect and Landlord shall proceed to restore the premises to the state in which they were at the time of destruction, it being understood that during such reconstruction period the cash rental payments required by this Sublease shall be abated. If said written notice is not given to Landlord within the period hereinbefore provided and in the manner stated, then at the expiration of thirty (30) days from the date of the total destruction of the premises, this Sublease shall cease and come to an end. The premises shall not be regarded as untenable if Subtenants 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, Subtenant 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, Subtenant 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 Subtenant 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 Subtenant hereby agrees that if the Subtenant defaults in any payment of rent, and such default continues for thirty (30) days after Tenant's notice thereof to Subtenant, or if Subtenant defaults in the prompt and full performance of any other provision of this Sublease, Tenant may, if Tenant so elects, but not otherwise, forthwith terminate this Sublease, and Subtenant's rights to possession of the premises, one or both. If the subleasehold interest of Subtenant be levied upon, under execution, or be attached by process of law, or if the Subtenant shall be declared bankrupt, or if the Subtenant shall have a receiver appointed over its property, or if the Subtenant abandons the premises, then and in any such event, Tenant may, if Tenant so elects, but not otherwise, and with or without notice of such election, and with or without demand whatsoever, forthwith terminate this Sublease, and Subtenant's rights to possession, one or both.

Upon such termination, it shall be lawful for Tenant or his representative to re-enter the Demised Premises either with or without process of law, and to expel and put out the Subtenant 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 Tenant terminates this Sublease on account default of the Subtenant 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 Subtenant of its liability to pay the rent and perform and observe all other obligations of the Subtenant during the balance of the term for which the Sublease would have continued had it not been so terminated, but Tenant shall use his best efforts to relet the Demised Premises for the

account of the Subtenant, or otherwise to mitigate Subtenant's liabilities hereunder.

**ARTICLE XIV
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 XV
ASSIGNMENT AND SUBLETTING**

Subtenant shall not Lease, Sublease, Assign, and/or otherwise convey this Sublease and/or any portion of the Demised Premises.

**ARTICLE XVI
ATTORNEY FEES**

In any successful action or proceedings by any of the parties to this Sublease against another to enforce the provisions of this Sublease 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 and costs to be fixed by the court in such action or proceeding.

**ARTICLE XVII
HOLDING OVER**

If Subtenant 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 Sublease from month to month or for any other period, and the Subtenant shall pay a monthly rent of double the monthly rent provided for herein, and such damages as the Landlord and/or Tenant may have suffered as a result of such holding over, including, but not limited to, the loss of rental opportunity.

**ARTICLE XVIII
PARTIAL INVALIDITY**

If any term, covenant or condition of this Sublease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, 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.

ARTICLE XIX

MEMORANDUM OF SUBLEASE

In the event either party hereto desires to record a memorandum of this Sublease, 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 XX EFFECT OF BANKRUPTCY

If at any time during the term of this Sublease there shall be filed by or against Subtenant 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 Subtenant's property, or if Subtenant makes an assignment for the benefit of creditors, Subtenant shall have breached this Sublease, and this Sublease, at the option of the Tenant and 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 Subtenant nor any person claiming through or under Subtenant 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 XXI GOVERNMENTAL INTERFERENCE WITH POSSESSION

Subtenant shall not be released from its obligation hereunder should its possession of the Demised Premises be interfaced 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 XXII 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 Subtenant, 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. Tenant hereby covenants and warrants that they are the leaseholders of the Demised Premises, and that Subtenant, 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.

ARTICLE XXIII WAIVER OF BREACH

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

**ARTICLE XXIV
AMENDMENTS TO BE IN WRITING**

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

**ARTICLE XXV
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 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 Sublease at Edgerton, Wisconsin, on the day and year first written above.

CITY OF EDGERTON, LANDLORD

Christopher Lund, Mayor

Ramona Flanigan, City Administrator

EDGERTON AREA CHAMBER OF COMMERCE, TENANT

Jonathon Frey, President

Kara Witt, Treasurer

THE COFFEE DEPOT LLC SUBTENANT

Brett Eddy, Owner, Eddy Investments

Dean Eddy, Owner, Eddy Investments