

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

Monday, January 4, 2021 at 6:45 p.m.

NOTE: PER EMERGENCY ORDER FACE COVERINGS ARE REQUIRED

REMOTE PARTICIPATION: To participate or 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.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Wednesday, December 30, 2020
3. Consider Approval of December 21, 2020 minutes.
4. Consider approval of bills and payroll vouchers.
5. Consider approval of licenses.
 - a. Consider "Class A" Alcohol License to Edge Events, LLC, 20 S Main St, Sarah Braun agent.
6. Consider extension of offer to purchase 407 N Main St.
7. Consider change order #2 for Henderson Street project.
8. Consider final pay request for Henderson Street project.
9. Finance Director's report.
10. Project updates.
11. 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.

**DECEMBER 21, 2020 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:56 p.m.

Present: Candy Davis and Sarah Braun.

Others Present: City Administrator Ramona Flanigan, Clerk-Treasurer Cindy Hegglund, Police Chief Robert Kowalski (remotely), Municipal Services Director Howard Moser, Alderpersons Casey Langan, Jim Burdick, Anne Radtke (remotely) and a few citizens.

City Clerk-Treasurer Hegglund confirmed the meeting agendas were properly posted on Friday, December 18, 2020 at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES: A Sarah Braun/Candy Davis motion to approve the minutes from the December 7, 2020 Finance Committee meeting 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 \$168,911.32 passed on a 2/0 roll call vote.

DEPOT SUB-LEASE: A Candy Davis/Sarah Braun motion to forward the Depot sub-lease on to Council without a recommendation passed on a 2/0 roll call vote.

SKID STEER GRAPPLE BUCKET: A Candy Davis/Sarah Braun motion to approve the bid for a skid steer grapple bucket from Miller-Bradford & Risberg in the amount of \$3,695 passed on a 2/0 roll call vote.

SMALL ED GRANT FOR 106 W FULTON ST: A Candy Davis/Sarah Braun motion to approve a Small ED grant to 106 W Fulton St for a replacement boiler for a grant amount of \$3,000 passed on a 2/0 roll call vote.

RESOLUTION 28-20: A Candy Davis/Sarah Braun motion to recommend to Council adoption of City of Edgerton Resolution 28-20: Approving the write-off of 2018 delinquent personal property taxes and uncollectable invoice passed on a 2/0 roll call vote.

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

Cindy Hegglund
City Clerk-Treasurer

Adopted January 4, 2021

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = "00110200"."40857700820","60311000"."80024610"

Invoice.Invoice Date = 12/28/2020,01/01/2021,12/29/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	58.87	.00		
Total 10013100:					58.87	.00		
10051200340								
3812 c	PRAXIS CONSULTING	2021	QUICK CLERK - MAINTENANCE FEE 2021	01/01/2021	1,100.00	.00		
Total 10051200340:					1,100.00	.00		
10051300210								
2936 c	MURPHY DESMOND LAWYERS	8119433	NOV 20 CITY ATTORNEY RETAINER	12/28/2020	2,145.84	2,145.84	12/28/2020	
Total 10051300210:					2,145.84	2,145.84		
10051310210								
2936 c	MURPHY DESMOND LAWYERS	8119430	BUSINESS PARK CORRESPONDENCE	12/28/2020	236.25	236.25	12/28/2020	
Total 10051310210:					236.25	236.25		
10051320210								
2936 c	MURPHY DESMOND LAWYERS	8119431	NOV 20 PROSECUTOR RETAINER	12/28/2020	675.00	675.00	12/28/2020	
2936 c	MURPHY DESMOND LAWYERS	8119432	NOV 20 CITY PROSECUTION - HOURLY	12/28/2020	176.27	176.27	12/28/2020	
Total 10051320210:					851.27	851.27		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	58.88	.00		
Total 10051410153:					58.88	.00		
10051410320								
2369 c	DANE CO CITIES & VILLAGES	2021	2021 DCCVA DUES	01/01/2021	350.00	.00		
Total 10051410320:					350.00	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	105.97	.00		
Total 10051430153:					105.97	.00		
10051440340								
3161 c	MENARDS	8/12/20	ELECTION MACHINE TURNTABLE	12/28/2020	18.97	18.97	12/28/2020	
376 ch	HEGLUND, CINDY	12/2020	MILEAGE REIMBURSEMENT - 48 @ .575/MIL	01/01/2021	27.60	.00		
Total 10051440340:					46.57	18.97		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	41.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10051510153:					41.20	.00		
10051530210								
3225 c	ACCURATE APPRAISAL LLC	3265	MONTHLY APPRAISAL SERVICE FEE	01/01/2021	5,000.00	.00		
Total 10051530210:					5,000.00	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	26552	CLEANING THROUGH 12/18/20 - CITY HALL	01/01/2021	70.00	.00		
4414 c	SUMMIT SAFETY LLC	1588772	FIRE EXTINGUISHER UPDATES - CITY HALL	01/01/2021	56.25	.00		
Total 10051600210:					126.25	.00		
10051600311								
561 ch	PITNEY BOWES GLOBAL FINAN	3312463527	LEASE PERIOD 09/30/20-12/29/20	12/28/2020	46.43	46.43	12/28/2020	
2890 c	PITNEY BOWES PURCHASE PO	DEC 2020	POSTAGE - ROCK CO TAX BILLS	01/01/2021	841.98	.00		
Total 10051600311:					888.41	46.43		
10051600340								
934 ch	STAPLES CREDIT PLAN	7310622605	COFFEE FILTERS - CITY HALL	12/28/2020	13.49	13.49	12/28/2020	
3161 c	MENARDS	12/21/20	TRIM CITY HALL	01/01/2021	80.92	.00		
Total 10051600340:					94.41	13.49		
10051930510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	1,173.96	.00		
Total 10051930510:					1,173.96	.00		
10051930511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	102.86	.00		
Total 10051930511:					102.86	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	117.74	.00		
Total 10052100153:					117.74	.00		
10052100311								
561 ch	PITNEY BOWES GLOBAL FINAN	3312463527	LEASE PERIOD 09/30/20-12/29/20	12/28/2020	7.73	7.73	12/28/2020	
Total 10052100311:					7.73	7.73		
10052100510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	1,447.63	.00		
Total 10052100510:					1,447.63	.00		
10052100511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	184.18	.00		
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	25.71	.00		
Total 10052100511:					209.89	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	902.70	.00		
Total 10052120153:					902.70	.00		
10052120225								
130 ch	US CELLULAR	0409913827	POLICE CELL PHONES	12/28/2020	143.70	143.70	12/28/2020	
Total 10052120225:					143.70	143.70		
10052120340								
2433 c	AMAZON.COM LLC	5689860	USB CABLES - POLICE DEPARTMENT	12/28/2020	38.40	38.40	12/28/2020	
5012 c	DONSTAD, DANIEL	2020	REIMBURSEMENT BOOTS - POLICE DEPART	01/01/2021	180.00	.00		
Total 10052120340:					218.40	38.40		
10052120380								
4869 c	GRIFFIN AUTO INC JEFFERSON	219517	18 PD SQUAD - REPLACE OIL PUMP/SERPE	01/01/2021	113.25	.00		
4869 c	GRIFFIN AUTO INC JEFFERSON	220212	17 PD SQUAD - REPLACE CAM SHAFTS, LIF	01/01/2021	2,977.70	.00		
4869 c	GRIFFIN AUTO INC JEFFERSON	220517	17 PD SQUAD - REPLACED RADIATOR	01/01/2021	2,971.09	.00		
Total 10052120380:					6,062.04	.00		
10052120510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	2,271.19	.00		
Total 10052120510:					2,271.19	.00		
10052120511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	3,499.50	.00		
Total 10052120511:					3,499.50	.00		
10052120514								
2209 c	BAER INSURANCE SERVICES L	3623	AUTO LIABILITY INSURANCE	01/01/2021	820.58	.00		
Total 10052120514:					820.58	.00		
10052120810								
582 ch	REGISTRATION FEE TRUST	2020-SQUAD	REGISTRATION FEE FOR POLICE VEHICLE	01/01/2021	165.50	.00		
Total 10052120810:					165.50	.00		
10052140340								
4260 c	US BANK PROCUREMENT CAR	11/12/20	FIELD TRAINING - COWDEN	12/28/2020	383.00	383.00	12/28/2020	
Total 10052140340:					383.00	383.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	26552	CLEANING THROUGH 12/18/20 - POLICE STA	01/01/2021	119.00	.00		
4414 c	SUMMIT SAFETY LLC	1588774	FIRE EXTINGUISHER UPDATES - POLICE ST	01/01/2021	377.00	.00		
Total 10052150210:					496.00	.00		
10052150340								
1015 c	ABENDROTH WATER COND INC	126901	POLICE STATION WATER	12/28/2020	19.50	19.50	12/28/2020	
1015 c	ABENDROTH WATER COND INC	126901	POLICE STATION WATER	12/28/2020	6.50	6.50	12/28/2020	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
1015 c	ABENDROTH WATER COND INC	130463	WATER - POLICE DEPARTMENT	12/28/2020	19.50	19.50	12/28/2020	
Total 10052150340:					45.50	45.50		
10052160510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	230.19	.00		
Total 10052160510:					230.19	.00		
10052160511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	267.43	.00		
Total 10052160511:					267.43	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	117.74	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	76.53	.00		
Total 10053100153:					194.27	.00		
10053100311								
561 ch	PITNEY BOWES GLOBAL FINAN	3312463527	LEASE PERIOD 09/30/20-12/29/20	12/28/2020	7.73	7.73	12/28/2020	
Total 10053100311:					7.73	7.73		
10053100510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.20	.00		
Total 10053100510:					253.20	.00		
10053100511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	25.71	.00		
Total 10053100511:					25.71	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	235.52	.00		
Total 10053230153:					235.52	.00		
10053230225								
130 ch	US CELLULAR	0406878892	DPW CELL PHONE	01/01/2021	44.54	.00		
Total 10053230225:					44.54	.00		
10053230340								
259 ch	FASTENAL COMPANY	WIJAN223751	FASTENERS - MUNI GARAGE	01/01/2021	419.70	.00		
259 ch	FASTENAL COMPANY	WIJAN223929	FASTENERS - MUNI GARAGE	01/01/2021	38.86	.00		
4414 c	SUMMIT SAFETY LLC	1588777	FIRE EXTINGUISHER UPDATES - MUNI GAR	01/01/2021	162.50	.00		
Total 10053230340:					621.06	.00		
10053230510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.20	.00		
Total 10053230510:					253.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053230511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	534.85	.00		
	Total 10053230511:				534.85	.00		
10053240340								
488 ch	MILLER-BRADFORD & RISBER	P30806	CUTTING EDGE - LOADER	12/28/2020	1,275.38	1,275.38	12/28/2020	
488 ch	MILLER-BRADFORD & RISBER	P31128	PIN - LOADER	12/28/2020	10.50	10.50	12/28/2020	
	Total 10053240340:				1,285.88	1,285.88		
10053240510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	506.40	.00		
	Total 10053240510:				506.40	.00		
10053240511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	534.85	.00		
	Total 10053240511:				534.85	.00		
10053310340								
3161 c	MENARDS	4/30/20	WEED STOP - STREETS	12/28/2020	15.58	15.58	12/28/2020	
3161 c	MENARDS	8/14/20	TARPS	12/28/2020	83.10	83.10	12/28/2020	
	Total 10053310340:				98.68	98.68		
10053310380								
4745 c	HIGH VELOCITY DIESEL	2322	REPLACE BATTERY/ALTERNATOR - TRUCK	01/01/2021	1,094.34	.00		
	Total 10053310380:				1,094.34	.00		
10053310510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	506.40	.00		
	Total 10053310510:				506.40	.00		
10053310511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	1,604.55	.00		
	Total 10053310511:				1,604.55	.00		
10053310514								
2209 c	BAER INSURANCE SERVICES L	3623	AUTO LIABILITY INSURANCE	01/01/2021	1,723.21	.00		
	Total 10053310514:				1,723.21	.00		
10053318510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	506.41	.00		
	Total 10053318510:				506.41	.00		
10053318511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	267.43	.00		
	Total 10053318511:				267.43	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10053400510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.21	.00		
	Total 10053400510:				253.21	.00		
10053400511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	267.43	.00		
	Total 10053400511:				267.43	.00		
10053430510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.21	.00		
	Total 10053430510:				253.21	.00		
10054910340								
3586 c	MCGUIRE'S LANDSCAPE & GA	1013A	DIRT - CEMETERY	01/01/2021	19.25-	19.25-	12/22/2020	
3586 c	MCGUIRE'S LANDSCAPE & GA	1093	DIRT - CEMETERY	01/01/2021	630.00	630.00	12/22/2020	
	Total 10054910340:				610.75	610.75		
10054910510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.21	.00		
	Total 10054910510:				253.21	.00		
10054910511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	267.43	.00		
	Total 10054910511:				267.43	.00		
10054910514								
2209 c	BAER INSURANCE SERVICES L	3623	AUTO LIABILITY INSURANCE	01/01/2021	246.17	.00		
	Total 10054910514:				246.17	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	215.87	.00		
	Total 10055110153:				215.87	.00		
10055110310								
575 ch	QUILL CORPORATION	8/10/20	ENVELOPES - LIBRARY	12/28/2020	35.99	35.99	12/28/2020	
575 ch	QUILL CORPORATION	8/10/20	OFFICE SUPPLIES - LIBRARY	12/28/2020	64.25	64.25	12/28/2020	
	Total 10055110310:				100.24	100.24		
10055110311								
561 ch	PITNEY BOWES GLOBAL FINAN	3312463527	LEASE PERIOD 09/30/20-12/29/20	12/28/2020	7.73	7.73	12/28/2020	
	Total 10055110311:				7.73	7.73		
10055110324								
3973 c	FINDAWAY WORLD	18030	PLAYAWAYS	12/28/2020	303.70	303.70	12/28/2020	
3973 c	FINDAWAY WORLD	316477	PLAYAWAYS	12/28/2020	449.95	449.95	12/28/2020	
3973 c	FINDAWAY WORLD	319725 CREDI	PLAYAWAY CREDIT	12/28/2020	258.70-	258.70-	12/28/2020	
3973 c	FINDAWAY WORLD	322274 - CRE	PLAYAWAY CREDIT	12/28/2020	6.95-	6.95-	12/28/2020	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
3973 c	FINDAWAY WORLD	322832	PLAYAWAYS	12/28/2020	149.97	149.97	12/28/2020	
3973 c	FINDAWAY WORLD	328445	PLAYAWAY	12/28/2020	236.20	236.20	12/28/2020	
Total 10055110324:					874.17	874.17		
10055110340								
575 ch	QUILL CORPORATION	8/10/20	SANTIZING WIPES	12/28/2020	5.45	5.45	12/28/2020	
575 ch	QUILL CORPORATION	8/10/20	TOILET TISSUE/PAPER TOWEL	12/28/2020	33.66	33.66	12/28/2020	
2529 c	SCHOLASTIC LIBRARY PUBLIS	5/3/20	SUMMER READING PROGRAM MATERIAL	12/28/2020	272.50	272.50	12/28/2020	
Total 10055110340:					311.61	311.61		
10055110510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	207.17	.00		
Total 10055110510:					207.17	.00		
10055110511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	66.98	.00		
Total 10055110511:					66.98	.00		
10055140510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.21	.00		
Total 10055140510:					253.21	.00		
10055150210								
4414 c	SUMMIT SAFETY LLC	1774689	FIRE EXTINGUISHER UPDATES - DEPOT	01/01/2021	49.75	.00		
Total 10055150210:					49.75	.00		
10055200340								
130 ch	US CELLULAR	0406878892	PARKS WIFI CONNECTION	01/01/2021	41.99	.00		
Total 10055200340:					41.99	.00		
10055200510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	1,012.83	.00		
Total 10055200510:					1,012.83	.00		
10055200511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	560.59	.00		
Total 10055200511:					560.59	.00		
10055200514								
2209 c	BAER INSURANCE SERVICES L	3623	AUTO LIABILITY INSURANCE	01/01/2021	246.17	.00		
Total 10055200514:					246.17	.00		
10055415511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	160.46	.00		
Total 10055415511:					160.46	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055420340								
4414 c	SUMMIT SAFETY LLC	1774693	FIRE EXTINGUISHER UPDATES - POOL	01/01/2021	6.50	.00		
	Total 10055420340:				6.50	.00		
10055420510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	759.62	.00		
	Total 10055420510:				759.62	.00		
10055420511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	561.59	.00		
	Total 10055420511:				561.59	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	1535061	JAN 21 DENTAL INSURANCE	01/01/2021	35.32	.00		
	Total 10056300153:				35.32	.00		
20653630395								
5139 c	ORBIS CORPORATION	36796965	COMPOST BINS	01/01/2021	1,649.20	.00		
	Total 20653630395:				1,649.20	.00		
20653630510								
2209 c	BAER INSURANCE SERVICES L	3623	LIABILITY INSURANCE	01/01/2021	253.21	.00		
	Total 20653630510:				253.21	.00		
20653630511								
2209 c	BAER INSURANCE SERVICES L	3623	WORKER'S COMP INSURANCE	01/01/2021	320.91	.00		
	Total 20653630511:				320.91	.00		
20653630514								
2209 c	BAER INSURANCE SERVICES L	3623	AUTO LIABILITY INSURANCE	01/01/2021	246.17	.00		
	Total 20653630514:				246.17	.00		
40057332820								
2936 c	MURPHY DESMOND LAWYERS	8119430	S MAIN ST PROJECT	12/28/2020	358.75	358.75	12/28/2020	
3690 c	CEDAR CORPORATION	105877	SOUTH MAIN ST IMPROVEMENTS	01/01/2021	16,497.50	.00		
	Total 40057332820:				16,856.25	358.75		
40057334820								
3690 c	CEDAR CORPORATION	105878	ROLLIN ST CONSTRUCTION	01/01/2021	1,642.17	.00		
	Total 40057334820:				1,642.17	.00		
40657344820								
4638 c	WERNER ELECTRIC SUPPLY	S6329912.001	BULBS - STREET LIGHTS	01/01/2021	321.97	.00		
	Total 40657344820:				321.97	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
40857330820								
3690 c	CEDAR CORPORATION	105879	WEST SIDE INDUSTRIAL STREET EXTENSIO	01/01/2021	650.00	.00		
Total 40857330820:					650.00	.00		
60380840340								
561 ch	PITNEY BOWES GLOBAL FINAN	3312463527	LEASE PERIOD 09/30/20-12/29/20	12/28/2020	.77	.77	12/28/2020	
4880 c	BAYSIDE PRINTING, LLC	138032	4TH QTR 20 BILLING - NEWSLETTER	01/01/2021	24.55	.00		
Total 60380840340:					25.32	.77		
Grand Totals:					69,556.10	7,586.89		

Total General Fund Vouchers: \$69,556.10
 Total Payroll Check Date 1/1/2021: \$81,705.82
 GRAND TOTAL OF GENERAL FUND: \$151,261.92
 Finance Committee Members Signatures of Approval:

 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.Invoice Date = 12/28/2020,01/01/2021,12/29/2020

**JANUARY 4, 2021 FINANCE COMMITTEE MEETING
LICENSE REVIEW
CITY OF EDGERTON**

“CLASS A” ALCOHOL LICENSE:

Edge Events, LLC, 20 S Main St

EDGERTON CITY FINANCE COMMITTEE MEETING CERTIFICATION:

CANDY DAVIS

SARAH BRAUN

Memo

To: Common Council
From: Staff
Date: 12/28/2020
Re: January 4, 2021 Meeting

Purchase agreement extension for 407 N Main Street: The purchase agreement for 407 N Main Street (former Shoe Factory) expires at the end of 2020. Based on the soil test results, the DNR still needs to make a determination regarding the redevelopment potential of the site. The attached extension of the purchase agreement will allow time for the DNR to make its recommendations.

**AMENDED
MEMORANDUM OF UNDERSTANDING
AND OFFER TO PURCHASE**

This **Amended Memorandum of Understanding** (“Memorandum”) is made this ___ day of January 4, 2021 by and between City of Edgerton, a Wisconsin municipal corporation, (the “City” or “Buyer”) and WIS-TEK, LLC., a Wisconsin limited liability corporation, (the “WIS-TEK” or “Seller”) (collectively, the “Parties”).

RECITALS

WHEREAS, WIS-TEK is the owner of property located at 407 N. Main Street in the City of Edgerton, WI (“Property) **Exhibit A**; and

WHEREAS, WIS-TEK has contacted the City to determine its willingness to purchase the Property; and

WHEREAS, the City desires to purchase the Property provided it can be determined that the present environmental conditions do not present a bar to its future development; and

WHEREAS, to determine the feasibility of the future development of the Property the City needs to engage in reasonable examination of the property; and

WHEREAS, the Parties agree that the City may, if it determines it necessary, raze the existing structure prior to closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing Recitals which are fully incorporated herein, the parties hereto intending to be legally bound, hereby agree as follows:

AGREEMENT

Section 1. Effective Date; Term. The term of this Memorandum shall commence as of the above date (the “Effective Date”) and end on the earlier of the completion of the Due Diligence period or notice as provided herein.

Section 2. Consideration. The base purchase price of the Property shall be \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) (“Purchase Price”). The City agrees to reimburse the Seller for up to \$12,000.00 of “carrying costs” which may accrue from September 30, 2019 - June 30, 2021. For the purpose of this Agreement, Carrying Costs include: prorated taxes, utility costs (water, sewer, stormwater, power), snow removal, and insurance costs. Seller will provide documents itemizing eligible costs before reimbursement. Buyer agrees to mow the lawn for the term of this Agreement.

Section 3. Voluntary Sale. Seller acknowledges that this transaction is intended as a voluntary sale and not an exercise of the power of eminent domain by the Buyer. Seller has been advised that the Buyer has made no determination that acquisition of the Property by

eminent domain is necessary, but rather, has determined that it would not acquire the Property in the absence of a voluntary agreement. Nothing in the Purchase Agreement is intended by either party to give rise to the applicability of any of the provisions of Wis. Stats. Chap.32, except those provisions relating to relocation assistance applicable to voluntary sales. Seller acknowledges receipt of the publications entitled *The Rights of Landowners Under Wisconsin Eminent Domain Law* and *Wisconsin Relocation Rights*.

Section 4. FIRPTA. Under penalty of perjury, Seller certifies that Seller is not a foreign person within the meaning of §1445 of the Internal Revenue Code of 1986, as amended, and will deliver to Buyer at closing a certificate to that effect, together with Seller's taxpayer identification number.

Section 5. Access to Property. Neither Buyer's right to inspect the property nor the results thereof shall in any way limit, diminish or modify Seller's warranties and representations as set forth in the Purchase Agreement. Seller shall cooperate with Buyer in Buyer's exercise of its rights hereunder.

Section 6. Document Review Contingency.

A. Within ten (10) days after the Acceptance Date (as defined herein), Seller shall furnish and deliver to Buyer all information and documentation in its possession or control with respect to the Property, including, without limitation: (1) any previous title policies, preliminary title reports and/or title searches with respect to the Property, including copies of all documents listed as exceptions thereto; (2) any environmental studies or inspections of the Property; any soil or other physical reports or inspections with respect to the Property; (3) any previous boundary or ALTA surveys of the Property, including copies of any title exceptions noted thereon; (4) any copies of any zoning documents or land use documents related to the Property, including, without limitation, all building and use restrictions, set back requirements and design guidelines; (5) any declarations of easements, covenants and restrictions with respect to the Property; (6) any plans locating utilities, roads or other improvements located or adjacent to the Property; and (7) any copies of public or private utility easements, access agreements, or special assessment arrangements with respect to the Property.

B. Buyer's obligations under this Purchase Agreement are contingent upon Buyer's review and approval of all information and documentation described in Paragraph VI(A) above (the "Document Review Contingency") within ten (10) days of receipt ("Document Review Contingency Period"). If Buyer does not provide written notice to Seller within the Document Review Contingency Period of any objections, then this contingency shall be deemed satisfied. If Buyer provides written notice to Seller of any objections within the Document Review Contingency Period, then this Purchase Agreement will terminate and be of no further force or effect.

Section 7. Buyer's Contingencies.

A. Buyer's obligations under this Purchase Agreement are contingent upon Buyer's satisfaction or waiver of the following contingencies (each individually, a "Contingency," and collectively, the "Contingencies") on or before June 30, 2021 ("Contingency Period"):

1. Inspection. Buyer being satisfied, after thorough inspection and testing, with the soil condition and the general condition of the Property. Buyer or its agents, representatives and/or independent contractors, shall have an irrevocable right and license to enter upon the Property and to conduct, at Buyer's expense, such explorations, surveys, inspections and soil tests, as Buyer deems necessary or advisable to satisfy the contingency under this Section 7. Buyer shall have the right to conduct all testing and inspections on any portion of the Property deemed necessary by Buyer.

2. Survey. Buyer obtaining, at Buyer's expense, a certified survey map of the Property ("CSM") (a) that subdivides the Property in substantially the form identified on the map attached hereto as **Exhibit A**; (b) that is in a form acceptable to the title insurance company to remove the survey exception(s) from the title policy required to be delivered hereunder; (c) that discloses no encroachments, easements, flood plains, flood zones, right-of-ways and/or other matters of record that are unsatisfactory to Buyer, in Buyer's sole reasonable discretion; and (d) that identifies the legal description and square footage thereof and the location of all building lines to Buyer's satisfaction ("Survey"). If, as a result of the examination by Buyer of the Survey, there are disclosed any encroachments, protrusions, flood plains beyond those presently known to the Buyer, overlaps or boundary line disputes, any easements or rights of way not of record, or any other matters Buyer does not approve, Buyer may give notice of such matter to Seller within twenty (20) business days following the date of delivery of the survey to Buyer. If the Buyer does not give notice of any defects pursuant to this Section within such time, then Buyer shall be deemed to be satisfied with the status of the title as evidenced by any surveys and any exceptions to title which are shown by such survey and shall be "Approved Exceptions." Should Buyer deliver notice objecting to matters of survey, within such twenty (20) business day period, Seller shall notify Buyer whether Seller is willing and/or able to cure such objections, with Seller having no duty to do so. Should Seller decline to cure such objections (a failure of Seller to respond within such time being deemed Seller's notice that it has declined to cure such objections), then by notice to Seller given within five (5) business days thereafter, Buyer may terminate this Purchase Agreement in which event the parties shall have no further obligations hereunder except those that expressly survive termination of this Purchase Agreement. Seller agrees to cooperate with Buyer in obtaining the Survey.

Upon receipt of the final CSM, Buyer shall provide a copy of the CSM to Seller for review and approval, which approval shall not be unreasonably withheld or delayed. Seller shall have five (5) days from receipt of the CSM from Buyer to provide a written objection to Buyer. If Seller does not provide such written

objection to Buyer within such time period, the CSM shall be deemed acceptable to Seller.

3. Environmental. Buyer shall be satisfied with all environmental reports provided by Seller and the results of a Phase I and Phase II environmental site assessment, performed on the Property at Buyer's discretion and expense (the "Environmental Audit") (a) that is conducted and prepared by an engineer or other expert of Buyer's choice, (b) that confirms (i) there is no probable cause to indicate that the Property, including without limitation the surface, subsurface and groundwater and all improvements located on the Property, contains any pollutants, contaminants, hazardous or toxic materials or wastes, petroleum products or any other health or environment-threatening materials in excess of legally permitted levels; (ii) the Property and all improvements located on the Property are in substantial compliance with all regulations; (iii) there is no evidence that underground storage tanks are currently located on the Property; (iv) any underground storage tanks that were previously located on the property were removed in compliance with all laws, rules and regulations established by any governmental authority with jurisdiction over the Property; and (v) any releases of hazardous materials or environmental contamination that have been identified with respect to the Property have been remediated in compliance with all laws, rules and regulations established by any governmental authority with jurisdiction over the Property, and (c) that is acceptable to the lender providing the purchase money for Buyer's acquisition of the Property, if applicable.

4. DNR Approval. Buyer obtaining written evidence from the Wisconsin Department of Natural Resources, to Buyer's satisfaction, that the Property has been issued a closure letter.

5. Blight Elimination Exemption. This Agreement is further conditioned upon the City receiving an exemption under §292.23(2)(d), Wis. Stats. for blight elimination.

6. Right to Show. Upon acceptance of this Memorandum, the City and its representatives shall have free and full access to the Property in order to show and market the Property to prospective purchasers, tenants, or developers. The City intends to redevelop the property, and in an effort to achieve such redevelopment, City intends to actively market the Property during the term of the Contingency Period.

7. Development Agreement. This Offer to Purchase is contingent upon City obtaining in City's sole discretion, a signed development agreement for the development of the property. City shall proceed in good faith to secure such a development agreement at the earliest possible date.

8. Floodplain. Buyer obtaining all the necessary approvals relating the floodplain regulations so as to allow for the redevelopment of the Property.

B. If Buyer has satisfied or agreed to waive each of its Contingencies by the end of the Contingency Period, Buyer shall give written notice thereof to Seller no later than the end of the Contingency Period.

If Buyer fails to give written notice to Seller under Section 7 B. that Buyer has satisfied or is waiving each of its Contingencies, then this Purchase Agreement will terminate and be of no further force or effect. Notwithstanding the foregoing, in the event Buyer is making a good faith effort to satisfy the Contingencies set forth in this Section, Buyer shall have the right to extend the Contingency Period for an additional sixty (60) day period upon providing written notice to Seller within thirty (30) days of the expiration of the Contingency Period.

Section 8. Notices. Any notice, payment, demand or other communication required or permitted under this Memorandum shall be deemed to have been delivered and given for all purposes if delivered personally or if sent by registered or certified mail, return receipt requested, postage and charges prepaid or sent by overnight commercial courier, addressed as follows:

Linda Bracha
3708 Enterprise Dr.
Janesville, WI 53546
Linda.bracha@cptplastics.com

City Administrator
City of Edgerton
12 Albion Road
Edgerton, WI 53534
rflanigan@cityofedgerton.com

Section 9. Razing of Structure. The Seller understands that in order to complete a Phase II evaluation of the Property that the structure needed to be razed. The City shall bear the costs of any such undertaking in full and if there is no Closing, the City shall restore the site to a level, substantially debris free condition. In no circumstances shall City's costs in razing be assessed against the Seller. The Seller further releases the City from any liability or claims it may have, including for the loss of use of the Property, which may result from the razing of the structure, except however it does not release any claims it may incur as a result of claims made by unrelated third parties.

Section 10. Closing. Closing shall take place not later than thirty (30) days after waiver by City of the contingencies contained in Section 7. Seller shall pay all state and county transfer fees. Buyer shall be responsible for all title insurance fees including endorsements requested by Buyer and all recording fees.

Section 11. (Reserved).

Section 12. Broker. Seller acknowledges that the Seller's broker shall be paid any fees which may be owed as a result of the purchase/sale of the Property out of the Seller's proceeds and that the City shall have no liability for such fees.

Section 13. Entire Agreement. This Agreement reflects the entire understanding of the parties with respect to the subject matter contained herein. This Agreement shall not be changed or otherwise amended except by a written instrument executed by the parties.

Section 14. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Wisconsin and all applicable laws of the United States of America.

Section 15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Christopher Lund, Mayor

Date

Ramona Flanigan, City Administrator

Date

Paul Jacobson

Date

EXHIBIT A

Legal Description:

DOTY'S SUB PT SW1/4 LOTS 6 – 14 PT LOT 15 COM SW COR LOT 6 NE 66', NELY 462', E 296.8' S756.59', W 114.75', SW 181.92', NW 222.55', NE 199.16', NW 215.29' TO POB (EXC CSM 16-299) (EXC COM NW COR LOT 11, SE 50.06', E 238.41', S 15.01', W 302.25', NE 41.60 TO POB)

**ADDENDUM #1 TO MEMORANDUM OF UNDERSTANDING
AND OFFER TO PURCHASE**

The Parties of this agreement hereby agree and do not object to the modification of the Parcel described in Exhibit A by reducing the parcel by the area shown on the attached plat of survey.

IN WITNESS WHEREOF, the parties have executed this Addendum as January 20, 2020.

Christopher Lund, Mayor

Date

Ramona Flanigan, City Administrator

Date

Paul Jacobson

Date