

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

Monday, November 7, 2022, at 6:30 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 4, 2022.
3. Consider approval of minutes from the October 17, 2022 Finance meeting.
4. Consider change order #2 for KS Energy for the lead lateral project.
5. Consider final pay request for KS Energy for the lead lateral project.
6. Consider pay request #3 for BKS for the Public side lead lateral project.
7. Consider approval of bills and payroll vouchers.
8. Consider adoption of City of Edgerton Resolution 21-22: Resolution Approving Budget Transfer Relating to Fire District CPI +2% Exemption.
9. Consider Chamber of Commerce lease for the Depot building.
10. Consider Depot Sub-tenant lease with Coffee Depot LLC.
11. Consider event packet for Home for the Holidays Celebration.
12. Finance Directors Report.
13. Adjourn.

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

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

**OCTOBER 17, 2022 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:45 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 and a few citizens.

Loveland confirmed the meeting agendas were properly posted on Friday, October 14, 2022 at the Post Office, Edgerton Library, City Hall and the City's website.

MINUTES: A Tim Shaw/Candy Davis motion to approve the minutes from the October 3, 2022 Finance meeting passed on a 3/0 roll call vote.

BILLS AND PAYROLL: A Candy Davis/Sarah Braun motion to approve the bills and payroll in the amount of \$271,050.22 and hold the check for Robinson Marketing until owner reaches out to the library passed on a 3/0 roll call vote.

WAIVE SIGN PERMIT FEES FOR STERLING NORTH SIGN: A Candy Davis/Tim Shaw motion to approve waiving the sign permit fees for the Sterling North historic marker sign passed on a 3/0 roll call vote.

DECLARE SQUAD CAR AND WELDER SURPLUS AND SET MINIMUM BID: A Candy Davis/Tim Shaw motion to declare a squad car surplus and set a minimum bid of \$5,500 passed on a 3/0 roll call vote.

A Candy Davis/Sarah Braun motion to declare a welder surplus and set a minimum bid of \$1,000 passed on a 3/0 roll call vote.

AWARD BID FOR W FULTON ST CONCRETE WORK: A Candy Davis/Sarah Braun motion to accept the bid from Johnson Brothers in the amount of \$30,315 for the W Fulton St concrete work passed on a 3/0 roll call vote.

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

Wendy Loveland

City Clerk

Adopted November 7, 2022

**SECTION 00 63 63
CHANGE ORDER**

Change Order No. 2 (Final)

Date of Issuance: November 3, 2022
Owner: City of Edgerton
Contractor: KS Energy Services, LLC
Engineer: Cedar Corporation
Project: Lead Service Lateral Replacement

Effective Date: November 3, 2022
Owner's Contract No.: "22E-02"
Contractor's Project No.:
Engineer's Project No.: 4894-0108
Contract Name: Lead Service Lateral Replacement

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

Description:

This Change Order will include the cost of the contractors excavations and restorations of 3 areas where the residences were discovered to have existing copper services and no lead service replacement was necessary. This Change Order includes the cost of the contractor having to spend extra time removing and replacing a retaining wall in conflict with the lead service replacement on East Fulton Street. This Change Order includes final quantity/cost adjustments for work actually completed on the project. The Final Quantity Adjustment sheet is attached to this change order.

Attachments: Letter from KS Energy Services dated September 29th, 2022. Final Quantity/Cost Adjustment Sheet.

CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>	
Original Contract Price: \$ <u>554,320.00</u>	Original Contract Times: Substantial Completion: <u>September 2, 2022</u> Ready for Final Payment: <u>September 16, 2022</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> : \$ <u>83,144.88</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> Days
Contract Price prior to this Change Order: \$ <u>637,464.88</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 2, 2022</u> Ready for Final Payment: <u>September 16, 2022</u> days or dates
[Increase] of this Change Order: \$ <u>4,766.32</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 11, 2022</u> days or dates
Contract Price incorporating this Change Order: \$ <u>642,231.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 28, 2022</u> Ready for Final Payment: <u>November 11, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____

Date: _____ Date _____ Date _____

Approved by Funding Agency (if applicable)

By: _____

Date: _____

Title: _____

I. Scope of Work

A. Excavation and Restoration at Residences Discovered to have Existing Copper Services.

The City and their Engineers, Cedar Corporation have agreed to the following:

During construction it was found that the existing services at 810 North Main Street, 214 North Main Street, and 309 Second Street each had existing copper laterals instead of lead. This was only found after excavating for the service replacements. The Contractors crew spent time excavating and then filling and restoring these areas.

KS Energy Services has included their cost documentation which is attached to this Change Order.

The additional lump sum price work was summarized in KS Energy's Request for Change Order as follows:

KS Energy 4 man Crew X 5 hours per residence X 3 residences = 60 Hours

60 hours X \$142.10/hr. = \$8,526.00

Total = \$8,526.00

The change to the Contract Price to excavate and restore the area at residences discovered to have existing copper services, results in an increase of the Contract Price of \$8,526.00.

B. Additional Time Contractor Spent Removing and Replacing a Retaining Wall in Conflict with the Lead Service Replacement.

The City and their Engineers, Cedar Corporation have agreed to the following:

In order for the required lead service replacement to be completed at 112 East Fulton Street, it was necessary for the contractor to spend additional time dismantling and eventually rebuilding a retaining wall in conflict with the work. The contractor is asking to be paid for the additional time.

KS Energy Services has included their cost documentation which is attached to this Change Order.

The additional lump sum price work was summarized in KS Energy's Request for Change Order as follows:

KS Energy 4 man Crew X 6 hours = 24 Hours

24 hours X \$142.10/hr. = \$3,410.40

Total = \$3,410.40

The change to the Contract Price to dismantle and rebuild a retaining wall in conflict with the service replacement work, results in an increase of the Contract Price of \$3,410.40.

C. Final Quantities Adjustment:

The net change to the Contract Price to incorporate the quantity adjustments to actual quantities used in the project results in a decrease to the Contract Price of \$7,170.08. This calculation is shown on the attached quantities adjustment spreadsheet.

II. Method of Payment

- A. Work under item IA and item IB, above will be compensated on a lump sum basis in accordance with General Conditions article 11.04.B at the price stated above.

III. Time Extension

- A. This Change Order does not provide the Contractor with a time extension to the project. The substantial completion date remains October 28, 2022 with a final completion date of November 11, 2022.

IV. Schedule of Values Changes

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

Item No.	Description	Unit	QTY	Unit Price	Contract Price Change
CO I-A	Excavation and Restoration at Residences Discovered to have Existing Copper Services.	L.S.	1	\$8,526.00	\$8,526.00
CO I-B	Removing and Replacing a Retaining Wall in Conflict with the Lead Service Replacement.	L.S.	1	\$3,410.40	\$3,410.40
CO I-C	Final Quantity Adjustment	L.S.	1	\$7,170.08	(\$7,170.08)
				Total	\$4,766.32



ENERGY SERVICES
POWERED TO DELIVER

19705 W. LINCOLN AVE. NEW BERLIN, WI 53146

Pipeline
Construction

Distribution
Systems

Telecommunications
Construction

Electric Utility
Construction

Manhole & Vault
Construction

Directional Drilling

September 29, 2022

Edgerton Lead Replacement Change Order

On 8/22, 8/23, and 9/1, our crew went to the following houses: 810 N Main St, 214 N Main St and 309 Second St. Each house had a copper lateral instead of lead, but this was only discovered after the crew spent time digging up the lot and putting in man hours. We are requesting 5 hours per house for a four-man crew, which works out to 60 hours total of crew time at our rate of \$142.10 per hour for a total of \$8,526.00.

Our crew also had to spend extra time at 112 E Fulton St on 7/11 due to a retaining wall that had to be torn down and rebuilt. To cover this extra time, we are asking for an additional 6 hours for a four-man crew, which works out to 24 hours total of crew time at our rate of \$142.10 for a total of \$3,410.40.

Between these items, this makes for a total \$11,936.40 in change orders. Please let me know if you have any questions or concerns.

Sincerely,

Mike Koehler

KS Energy Services Madison

4414 Terminal Dr

McFarland, WI 53558

Ph: 262-290-3635



FINAL QUANTITY ADJUSTMENT

FINAL QUANTITY ADJUSTMENT

Project:		Application Number: 5 (Final)																				
Lead Service Lateral Replacement		Application Date: November 3, 2022																				
Application Period:		November 3, 2022																				
Bid No.	Item	Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I		J	
					Previous Quantity	Amount	Previous Applications	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		Quantity
		Lead Service Lateral Replacement (Curb Stop to House), CO #1	L.F. -6,300	\$61.90	7,170	\$626,944.80																
		Lead Service Lateral Replacement (Curb Stop to House), CO #1	L.F. 7,252	\$87.44																		
		Lead Service Lateral Replacement (Main to Curb Stop), CO #1	L.F. -350	\$460.00																		
		Traffic Control (USH 51 and STH 59)	L.S. 1	\$3,350.00	1.00	\$3,350.00																
		TOTAL					\$630,294.80															
Total Adjustment = (\$7,170.08)																						

Contractor's Application for Payment No. 5(Final)

To (Owner): 12 Albion Street Edgerton, WI 53534	Application Period: 10/17/2022 thru 10/31/2022	Application Date: 11/3/2022
Project: Lead Service Lateral Replacement	From (Contractor): KS Energy Services, LLC	Via (Engineer): Cedar Corporation 2820 Walton Commons West, Suite 142 Madison, WI 53718
Owner's Contract No: "22E-02"	Contract: 22E-02"	Engineer's Project No: 4894-0108

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
Number			
CO #1	\$83,144.88		
CO #2, Item A,B	\$11,936.40		
CO#2 Final QTY Adjust		\$7,170.08	
TOTALS			\$7,170.08
NET CHANGE BY			\$87,911.20
CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE..... \$ 554,320.00
2. Net change by Change Orders..... \$ 87,911.20
3. Current Contract Price (Line 1 ± 2)..... \$ 642,231.20
4. TOTAL COMPLETED AND STORED TO DATE
(Column I total on Progress Estimates)..... \$ 642,231.20
5. RETAINAGE:
 - a. X \$642,231.20 Work Completed..... \$
 - b. 5% X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 642,231.20
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 565,516.38
8. AMOUNT DUE THIS APPLICATION..... \$ 76,714.82

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 76,714.82 (Line 8 or other - attach explanation of the other amount)	
is recommended by:	(Engineer) (Date)
Payment of: \$ 76,714.82 (Line 8 or other - attach explanation of the other amount)	
is approved by:	(Owner) (Date)
Approved by:	Funding or Financing Entity (if applicable) (Date)

Contractor's Application

Unit Price Progress Estimate

Project: Lead Service Lateral Replacement		Application Number: 5(Final)																		
Application Period: 10/17/2022 thru 10/31/2022		Application Date: November 3, 2022																		
Bid No.	Item Description	A		B		C		D		E		F		G		H		I		J
		Estimated Bid Quantity	Unit Price	Previous Applications Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Comp.
	Lead Service Lateral Replacement (Curb Stop to House), CO #1	L.F. -6,300	\$61.90	6,595	\$576,666.80	575	\$50,278.00			7,170	\$626,944.80									98.9%
	Lead Service Lateral Replacement (Curb Stop to House), CO #1	L.F. 7,252	\$87.44	1.00	\$3,350.00	1.00	\$11,936.40			1.00	\$3,350.00									100.0%
	Lead Service Lateral Replacement (Main to Curb Stop), CO #1	L.F. -350	\$460.00																	100.0%
	Traffic Control (USH 51 and STH 59)	L.S. 1	\$3,350.00																	100.0%
	CO#2 Items 1A,1B and Final QTY Adjustment	L.S. 1	\$11,936.40																	
Change Order #2	TOTAL				\$580,016.80		\$62,214.40				\$642,231.20									

Contractor's Application

Unit Price Progress Estimate

Project: Lead Service Lateral Replacement		Application Number: 3																
Application Period: 10/5/2022 thru 11/2/2022		Application Date: November 3, 2022																
Bid No.	Item Description	B		C		D		E		F		G		H		I		J
		Estimated Bid Quantity	Unit Price	Previous Applications Quantity	Previous Applications Amount	This Application Quantity	This Application Amount	Quantity Completed This Application	Quantity Completed This Application Amount	Materials Stored Quantity	Materials Stored Amount	Total Completed & Stored to Date (C+E+G) Quantity	Total Completed & Stored to Date (C+E+G) Amount	Total Completed & Stored to Date (C+E+G) Quantity	Total Completed & Stored to Date (C+E+G) Amount	% Comp.		
Schedule A	LEAD SERVICE LATERAL REPLACEMENT (MAIN TO CURB STOP)	L.F. 1,085	\$299.00	961.0	\$287,339.00											961	\$287,339.00	88.6%
Schedule B	LEAD SERVICE LATERAL REPLACEMENT (MAIN TO CURB STOP)	L.F. 1,225	\$299.00	358.50	\$107,191.50	481.50	\$143,968.50									840.00	\$251,160.00	68.6%
TOTAL					\$394,530.50		\$143,968.50										\$538,499.00	

Report Criteria:

Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 Invoice Detail.Input Date = 11/04/2022
 Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10013100								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	4,979.42	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	186.44	.00		
Total 10013100:					5,165.86	.00		
10016200								
4163 c	WIX.COM	1019696339	ANNUAL WEBSITE SUBSCRIPTION 10/9/22-1	11/04/2022	59.88	.00		
5054 c	ZOOM VIDEO COMMUNICATION	INV173320946	ANNUAL MEMBERSHIP - CITY HALL 10/29/22	11/04/2022	648.90	.00		
5483 c	INTERNATIONAL IDENTIFICATI	26318	2023 CAT TAGS	11/04/2022	62.53	.00		
Total 10016200:					771.31	.00		
10021552								
788 ch	WISCONSIN PROFESSIONAL P	16180/15537	WPPA DUES NOV 2022	11/04/2022	297.50	.00		
Total 10021552:					297.50	.00		
10023150								
5173 c	EDGERTON AREA TOURISM CO	SEPT 2022	3RD QUARTER 2022 ROOM TAX	11/04/2022	543.02	.00		
Total 10023150:					543.02	.00		
10023160								
5355 c	REILLY, DAN	NOV 2022	REFUND BATHROOM KEY DEPOSIT-FARME	11/04/2022	10.00	.00		
Total 10023160:					10.00	.00		
10024213								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	3.33	.00		
Total 10024213:					3.33	.00		
10044210								
604 ch	ROCK CO TREASURER	OCT 2022 DO	SEPT-OCT 2022 DOG TAGS	11/04/2022	53.50	53.50	10/21/2022	
Total 10044210:					53.50	53.50		
10046112								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	2.11	.00		
Total 10046112:					2.11	.00		
10046213								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	.51	.00		
Total 10046213:					.51	.00		
10046710								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	17.23	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10046710:					17.23	.00		
10046734								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	3.49	.00		
Total 10046734:					3.49	.00		
10046748								
2631 c	WI DEPT OF REVENUE	SEPT 2022	SEPT 2022 SALES TAX	11/04/2022	15.10	.00		
Total 10046748:					15.10	.00		
10051100340								
231 ch	EDGERTON REPORTER CO INC	23378	THINK PINK SPONSORSHIP	11/04/2022	77.00	.00		
Total 10051100340:					77.00	.00		
10051310210								
5479 c	STAFFORD ROSENBAUM LLP	1273752	IGA - FIRE PROTECTION DISTRICT	11/04/2022	700.00	.00		
Total 10051310210:					700.00	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	52.95	.00		
Total 10051410153:					52.95	.00		
10051410154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	703.22	.00		
Total 10051410154:					703.22	.00		
10051410320								
231 ch	EDGERTON REPORTER CO INC	23429	LEGAL NOTICE- PLAN COMM ZONING CHAN	11/04/2022	14.08	.00		
231 ch	EDGERTON REPORTER CO INC	23430	LEGAL NOTICE- PLAN COMM HEARING 11-1	11/04/2022	14.08	.00		
231 ch	EDGERTON REPORTER CO INC	23431	LEGAL NOTICE- PLAN COMM STERLING NO	11/04/2022	11.66	.00		
Total 10051410320:					39.82	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	58.87	.00		
Total 10051430153:					58.87	.00		
10051430154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	1,169.24	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	781.35	.00		
Total 10051430154:					1,950.59	.00		
10051430320								
231 ch	EDGERTON REPORTER CO INC	23323	LEGAL NOTICE- ORDINANCE 20-06	11/04/2022	14.57	.00		
Total 10051430320:					14.57	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10051440311								
2890 c	PITNEY BOWES PURCHASE PO	OCT 2022	POSTAGE - ELECTIONS	11/04/2022	350.00	.00		
Total 10051440311:					350.00	.00		
10051440340								
231 ch	EDGERTON REPORTER CO INC	23432	LEGAL NOTICE- TESTING OF VOTING MACH	11/04/2022	8.76	.00		
934 ch	STAPLES CREDIT PLAN	7601785586	ADHESIVE SHEETS	11/04/2022	14.45	.00		
Total 10051440340:					23.21	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	70.64	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	51.51	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	31.41	.00		
Total 10051510153:					153.56	.00		
10051510154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	683.68	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	510.70	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	937.62	.00		
Total 10051510154:					2,132.00	.00		
10051511210								
4891 c	KEY BENEFIT CONCEPTS, INC	2262199	OPEB TABLE UPDATES	11/04/2022	800.00	.00		
Total 10051511210:					800.00	.00		
10051600210								
568 ch	PROFESSIONAL PEST CONTRO	588467	PEST CONTROL - CITY HALL	11/04/2022	26.60	.00		
568 ch	PROFESSIONAL PEST CONTRO	593109	PEST CONTROL - CITY HALL	11/04/2022	26.60	.00		
596 ch	ROBINSON'S MARKETING DIV I	28671	CLEANING THROUGH 10/14/22-CITY HALL	11/04/2022	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28693	CLEANING THROUGH 10/21/22-CITY HALL	11/04/2022	70.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28724	CLEANING THROUGH 10/28/22-CITY HALL	11/04/2022	70.00	.00		
Total 10051600210:					263.20	.00		
10051600311								
2890 c	PITNEY BOWES PURCHASE PO	OCT 2022	POSTAGE - CITY HALL	11/04/2022	145.34	.00		
Total 10051600311:					145.34	.00		
10051600340								
934 ch	STAPLES CREDIT PLAN	7360799915	TONER - CITY HALL	11/04/2022	110.68	.00		
5470 c	GORDON FLESCH CO.	IN13934422	CITY HALL COPIER-METERED IMAGES	11/04/2022	92.31	.00		
Total 10051600340:					202.99	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	117.74	.00		
Total 10052100153:					117.74	.00		
10052100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	1,562.70	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10052100154:					1,562.70	.00		
10052100240								
433 ch	AVAYA INC	41058263	PHONE MAINTENANCE- POLICE DEPARTME	11/04/2022	99.16	.00		
Total 10052100240:					99.16	.00		
10052100311								
2890 c	PITNEY BOWES PURCHASE PO	OCT 2022	POSTAGE - PD	11/04/2022	8.55	.00		
Total 10052100311:					8.55	.00		
10052100340								
2433 c	AMAZON.COM LLC	114-5745309-8	POWER ADAPTER CORD	11/04/2022	22.87	.00		
3090 c	TV & RP UNIT	SEPT 2022	WISCONSIN DOT SUSPENSIONS (6)	11/04/2022	18.00	.00		
Total 10052100340:					40.87	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	824.22	.00		
Total 10052120153:					824.22	.00		
10052120154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	11,912.46	.00		
Total 10052120154:					11,912.46	.00		
10052120225								
130 ch	US CELLULAR	0536268861	POLICE CELL PHONES	11/04/2022	166.43	.00		
Total 10052120225:					166.43	.00		
10052120340								
5099 c	INTOXIMETERS, INC	717817	DRYGAS	11/04/2022	140.00	.00		
Total 10052120340:					140.00	.00		
10052120380								
3404 c	BURNS FULL SERVICE LLC	161593	SQUAD 85 TIRE FIX	11/04/2022	17.06	.00		
3404 c	BURNS FULL SERVICE LLC	161629	TIRE FIX - PD	11/04/2022	20.00	.00		
Total 10052120380:					37.06	.00		
10052150210								
568 ch	PROFESSIONAL PEST CONTRO	588467	PEST CONTROL - POLICE STATION	11/04/2022	21.60	.00		
568 ch	PROFESSIONAL PEST CONTRO	593109	PEST CONTROL - POLICE STATION	11/04/2022	21.60	.00		
596 ch	ROBINSON'S MARKETING DIV I	28671	CLEANING THROUGH 10/15/22-POLICE STAT	11/04/2022	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28693	CLEANING THROUGH 10/22/22-POLICE STAT	11/04/2022	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	28724	CLEANING THROUGH 10/29/22-POLICE STAT	11/04/2022	119.00	.00		
Total 10052150210:					400.20	.00		
10052150340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- PD	11/04/2022	16.98	.00		
1015 c	ABENDROTH WATER COND INC	211400	WATER - POLICE DEPARTMENT	11/04/2022	21.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 10052150340:					37.98	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	58.87	.00		
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	7.85	.00		
Total 10053100153:					66.72	.00		
10053100154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	127.69	.00		
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	781.35	.00		
Total 10053100154:					909.04	.00		
10053100311								
2890 c	PITNEY BOWES PURCHASE PO	OCT 2022	POSTAGE - DPW	11/04/2022	8.55	.00		
Total 10053100311:					8.55	.00		
10053100320								
231 ch	EDGERTON REPORTER CO INC	23240	LEGAL NOTICE- WINTER PARKING	11/04/2022	29.11	.00		
231 ch	EDGERTON REPORTER CO INC	23241	LEGAL NOTICE- LEAF PICK UP	11/04/2022	11.18	.00		
231 ch	EDGERTON REPORTER CO INC	23257	LEGAL NOTICE- CEMETERY FLOWERS	11/04/2022	6.82	.00		
231 ch	EDGERTON REPORTER CO INC	23427	LEGAL NOTICE- WINTER PARKING	11/04/2022	25.50	.00		
231 ch	EDGERTON REPORTER CO INC	23428	LEGAL NOTICE- CEMETERY FLOWERS	11/04/2022	5.59	.00		
Total 10053100320:					78.20	.00		
10053100340								
118 ch	C & M PRINTING INC	72193	TIME CARDS FOR DPW	11/04/2022	309.00	.00		
Total 10053100340:					309.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	196.30	.00		
Total 10053230153:					196.30	.00		
10053230154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	3,192.15	.00		
Total 10053230154:					3,192.15	.00		
10053230210								
568 ch	PROFESSIONAL PEST CONTRO	588467	PEST CONTROL - MUNI GARAGE	11/04/2022	21.60	.00		
568 ch	PROFESSIONAL PEST CONTRO	593109	PEST CONTROL - MUNI GARAGE	11/04/2022	21.60	.00		
Total 10053230210:					43.20	.00		
10053230225								
130 ch	US CELLULAR	0539056392	DPW CELL PHONE	11/04/2022	44.50	.00		
3534 c	CHARTER COMMUNICATIONS	010138410119	DPW GARAGE PHONE & INTERNET	11/04/2022	65.80	.00		
Total 10053230225:					110.30	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vci
10053230340								
14 ch	AIRGAS	9130737764	WELDER PART	11/04/2022	196.00	.00		
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- GARAGE	11/04/2022	237.94	.00		
357 ch	JANESVILLE DOOR CO LTD	122837	EXTERIOR LOCK	11/04/2022	30.00	.00		
3977 c	EDWARDSON PLUMBING	6998	URINAL DIAPHRAGM AND GASKET	11/04/2022	205.00	.00		
Total 10053230340:					668.94	.00		
10053240340								
488 ch	MILLER-BRADFORD & RISBER	P4370703	FILTERS	11/04/2022	311.54	.00		
Total 10053240340:					311.54	.00		
10053310340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- STREETS	11/04/2022	4.74	.00		
Total 10053310340:					4.74	.00		
10053310385								
3404 c	BURNS FULL SERVICE LLC	OCT 2022	OCT 2022 GAS/DIESEL CHARGES - STREET	11/04/2022	2,716.76	.00		
Total 10053310385:					2,716.76	.00		
10053310390								
4874 c	PAUL'S TURF AND TREE	69422	MEMORIAL TREES	11/04/2022	790.00	.00		
Total 10053310390:					790.00	.00		
10053400340								
18 ch	TOWN OF ALBION	2022-01	LINE PAINTING ON LAKE DRIVE RD	11/04/2022	650.00	.00		
5254 c	SHERWIN INDUSTRIES, INC.	SS095990	TRAFFIC CONES - SAFETY GRANT	11/04/2022	801.00	.00		
Total 10053400340:					1,451.00	.00		
10053420221								
21 ch	ALLIANT ENERGY	OCT 22 83307	OCT 22 833074 ELECTRIC CHARGES	11/04/2022	4,482.86	.00		
Total 10053420221:					4,482.86	.00		
10054910340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- CEMETERY	11/04/2022	36.96	.00		
514 ch	NELSON-YOUNG LUMBER CO	136814	3/8 X 8" GRK LAG SCREW	11/04/2022	34.50	.00		
3161 c	MENARDS	039097	TARP, LUMBER	11/04/2022	79.65	.00		
Total 10054910340:					151.11	.00		
10054910385								
3404 c	BURNS FULL SERVICE LLC	OCT 2022	OCT 2022 GAS/DIESEL CHARGES - CEMETE	11/04/2022	420.72	.00		
Total 10054910385:					420.72	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	260.02	.00		
Total 10055110153:					260.02	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055110154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	3,488.69	.00		
Total 10055110154:					3,488.69	.00		
10055110210								
568 ch	PROFESSIONAL PEST CONTRO	588467	PEST CONTROL - LIBRARY	11/04/2022	25.60	.00		
568 ch	PROFESSIONAL PEST CONTRO	593109	PEST CONTROL - LIBRARY	11/04/2022	25.60	.00		
Total 10055110210:					51.20	.00		
10055110311								
2890 c	PITNEY BOWES PURCHASE PO	OCT 2022	POSTAGE - LIBRARY	11/04/2022	8.55	.00		
Total 10055110311:					8.55	.00		
10055110320								
231 ch	EDGERTON REPORTER CO INC	23288	2022 ROTARY HONORED CITIZEN	11/04/2022	77.00	.00		
Total 10055110320:					77.00	.00		
10055110340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- LIBRARY	11/04/2022	30.97	.00		
Total 10055110340:					30.97	.00		
10055150210								
568 ch	PROFESSIONAL PEST CONTRO	588468	PEST CONTROL - DEPOT	11/04/2022	41.00	.00		
568 ch	PROFESSIONAL PEST CONTRO	593110	PEST CONTROL - DEPOT	11/04/2022	41.00	.00		
Total 10055150210:					82.00	.00		
10055200210								
568 ch	PROFESSIONAL PEST CONTRO	588573	PEST CONTROL - RACETRACK PARK	11/04/2022	41.00	.00		
568 ch	PROFESSIONAL PEST CONTRO	593214	PEST CONTROL - RACETRACK PARK	11/04/2022	41.00	.00		
Total 10055200210:					82.00	.00		
10055200225								
130 ch	US CELLULAR	0539056392	PARK WIFI	11/04/2022	43.49	.00		
3534 c	CHARTER COMMUNICATIONS	009647710232	CITY POOL INTERENT	11/04/2022	89.99	.00		
Total 10055200225:					133.48	.00		
10055200340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- PARKS	11/04/2022	115.17	.00		
3404 c	BURNS FULL SERVICE LLC	OCT 2022	OCT 2022 CHAINS FOR CHAINSAW - PARKS	11/04/2022	68.85	.00		
4006 c	BSN Sports	918744627	BASES - SET OF 3	11/04/2022	280.90	.00		
5407 c	Treetop Products Inc.	TP200041527	BENCH DONATION FROM SOREN CESAR	11/04/2022	1,247.71	.00		
Total 10055200340:					1,712.63	.00		
10055200385								
3404 c	BURNS FULL SERVICE LLC	OCT 2022	OCT 2022 GAS/DIESEL CHARGES - PARKS	11/04/2022	250.69	.00		
Total 10055200385:					250.69	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
10055420210								
568 ch	PROFESSIONAL PEST CONTRO	588467	PEST CONTROL - POOL	11/04/2022	21.60	.00		
568 ch	PROFESSIONAL PEST CONTRO	593109	PEST CONTROL - POOL	11/04/2022	21.60	.00		
Total 10055420210:					43.20	.00		
10055420340								
194 ch	DEEGAN'S HARDWARE INC	OCT 2022	DEEGAN'S OCT 2022- POOL	11/04/2022	86.22	.00		
3161 c	MENARDS	042301	POOL SUPPLIES	11/04/2022	3.36	.00		
Total 10055420340:					89.58	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	1845343	NOV 2022 DENTAL INSURANCE	11/04/2022	29.44	.00		
Total 10056300153:					29.44	.00		
10056300154								
779 ch	WI DEPT OF EMPLOYEE TRUST	DEC 2022	DEC 2022 HEALTH INSURNACE	11/04/2022	390.68	.00		
Total 10056300154:					390.68	.00		
10056700340								
5211 c	T-MOBILE	SEPT 2022	DATA FOR COMMUNITY SIGN-AUG/SEPT	11/04/2022	10.00	.00		
Total 10056700340:					10.00	.00		
40057330820								
3690 c	CEDAR CORPORATION	113236	WEST FULTON STREET- STP PAVEMENT RE	11/04/2022	1,860.00	.00		
Total 40057330820:					1,860.00	.00		
40057332820								
777 ch	WI DEPT OF TRANSPORTATION	395-00002833	SOUTH MAIN 10/20/22-10/31/22	11/04/2022	83,485.01	.00		
Total 40057332820:					83,485.01	.00		
40057437820								
3748 c	SIGN A RAMA	INV-90062	HOLIDAY LIGHT SPONSOR SIGN	11/04/2022	42.50	.00		
Total 40057437820:					42.50	.00		
40657125820								
231 ch	EDGERTON REPORTER CO INC	NOV 2022	FACADE GRANT - 21 HENRY ST - AWNING	11/04/2022	2,313.50	.00		
5484 c	RICHARDSON, ERIC & AMY	NOV 2022	FACADE GRANT - 25 N MAIN - PAVING	11/04/2022	10,000.00	.00		
Total 40657125820:					12,313.50	.00		
40657311820								
3690 c	CEDAR CORPORATION	113237	ALBION STREET 2-LOT CSM	11/04/2022	1,712.50	.00		
Total 40657311820:					1,712.50	.00		
40657330820								
3690 c	CEDAR CORPORATION	113234	HENRY STREET- STREET & UTILITY IMPROV	11/04/2022	310.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
Total 40657330820:						310.00	.00	
40857311820								
3690 c	CEDAR CORPORATION	113232	WEST SIDE INDUSTRIAL STREET EXTENSIO	11/04/2022	155.00	.00		
Total 40857311820:						155.00	.00	
60236700								
5322 c	KS ENERGY SERVICES, LLC	PAY REQ #5 2	LEAD SERVICE LATERAL REPLACEMENT-PA	11/04/2022	76,714.82	.00		
5474 c	BKS EXCAVATING, INC.	PAY REQ #3 2	LEAD SERVICE LATERAL REPLACEMENT- P	11/04/2022	150,232.55	.00		
Total 60236700:						226,947.37	.00	
60336700								
3690 c	CEDAR CORPORATION	113233	LADD LANE REGIONAL STORM POND	11/04/2022	155.00	.00		
Total 60336700:						155.00	.00	
Grand Totals:					379,529.79	53.50		

Grand Total General Fund Vouchers: \$379,529.79
 Total Payroll Check Dates 10/21/2022 & 11/04/2022: \$156,964.05
 GRAND TOTAL OF GENERAL FUND: \$536,493.84

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 = 11/04/2022
- Invoice Detail.Voided = No

**CITY OF EDGERTON RESOLUTION No. 21-22
A RESOLUTION APPROVING BUDGET TRANSFERS**

WHEREAS, the City Council approved a budget amendment to transfer \$9,628 of the General Fund balance to the Debt Service Fund to rectify the discrepancy in the Fire District Budget related to the CPI+2% exemption, and

WHEREAS, this amendment will prevent the City from having to pay penalty fees, and

WHEREAS, State Statute 65.06(3) allows for budget transfers between departments or expenditure categories;

NOW THEREFORE, BE IT RESOLVED that the following budget transfers are approved for the year ending December 31, 2022:

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AMENDED AMOUNT</u>
BUDGET TRANSFERS				
To transfer a portion of the General Fund balance to the Debt Service Fund for the Fire District Discrepancy				
TRANSFER TO DEBT SERVICE	407-59300-820	32,037	(9,628)	22,409
TRANSFER FROM TID # 7	300-49227	32,038	(9,628)	22,410
TRANSFER TO DEBT SERVICE 300	100-59230-930	0	9,628	9,628
TRANSFER FROM GENERAL FUND	300-49210	0	9,628	9,628

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Dated: November 7, 2022

Christopher W. Lund, Mayor

ATTEST: _____
Wendy Loveland, City Clerk

Memo

To: Common Council
From: Staff
Date: 11/3/2022
Re: November 7, 2022 Meeting

Chamber Lease of the Depot: The Chamber's lease of the Depot has expired. The attached lease is for three years with two, one-year extensions and has similar terms as the previous lease.

Depot Sublease with Coffee Depot LLC: Edge Events, the current sublease holder of the depot, wishes to terminate their lease. The current operator of the coffee shop in the depot wishes to sign a lease for the building. The Chamber of Commerce, the Depot Tenant, has negotiated the sublease terms and rates.

Resolution 21-22: To address the Fire District levy limit exceedance in the 2022 budget, the Council has to amend the budget.

TIF #8 Termination: Please recall the Council extended the life of TIF #8 to provide one year's worth of increment for the Revive Edgerton Affordable Housing Program. After the Revive Edgerton allocation is complete, the TIF will have collected adequate funding to retire the district. A resolution is required to terminate the TIF.

Policy for funding new curb: The current practice regarding the construction of new curb where curb does not exist, is the adjoining property owner pays 100% of the cost of new curb. The policy for new sidewalk that was recently adopted as part of the Sidewalk Utility is adjoining property owners pay 50% of the costs of the installation of new sidewalk and the Sidewalk Utility pays the other 50%.

The policy question is, should the Stormwater Utility pay 50% (or some other percentage) of the cost of new curb where curb was not previously installed or should the City continue the past practice of requiring the adjoining property owner pay 100% of the cost of new curb?

15 N Main Street (Bumper to Bumper Store) and 25 N Main Street (former Citgo): The owner of 15 and 25 N Main Street received two grants for paving: one in the amount of \$9,920 to pave the gravel parking lot at 25 N Main Street (work is complete); and a second grant for a portion of the vacant lot between 15 N Main and 25 N Main Street in the amount of \$7,200 (Shown as cross hatched in the attached map. Work will be done in the spring).

The owner now wishes to complete the paving of the vacant lot between 15 N Main St and 25 N Main St and is seeking a façade grant (circled area in the attached map). The estimated cost for the "circled" area is \$29,232. If awarded, the maximum grant amount would be \$5,000.

25 N. MAIN

ADJACENT
LAND

PAVING IN THIS AREA

PARCEL # 28-1 13500761

GRAVEL PARKING LOT

PROPOSED NEW CONCRETE

EXISTING CONCRETE

15 N. MAIN BUILDING

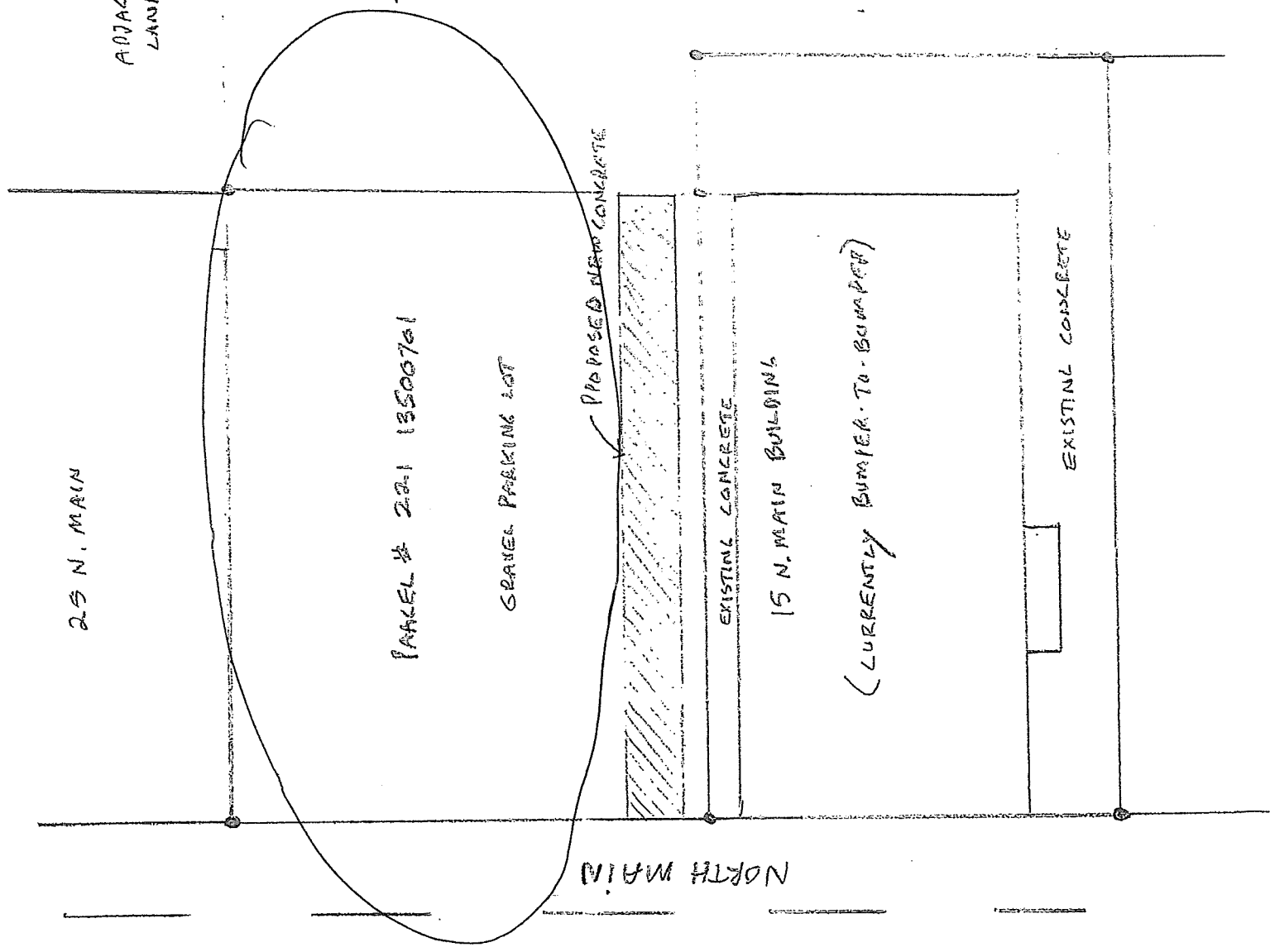
(CURRENTLY BUMPER TO BUMPER)

EXISTING CONCRETE

NORTH MAIN

NOTE: CURRENT + NEW PAVEMENT
IS OUT OF SCALE. THE
EXACT SQFT IS DETAILED
IN THE ESTIMATE

REBHALZ GAS + ELECTRIC



LEASE

THIS LEASE made this ____ day of _____, 2022, between CITY OF EDGERTON, a Wisconsin municipal corporation, of Edgerton, Wisconsin, (Landlord and Lessor and City), and EDGERTON AREA CHAMBER OF COMMERCE, located at Edgerton, Wisconsin, (Tenants and Lessees and Chamber). This is the only master lease between the parties. All other previous leases are void. Subtenant leases existing as of the effective date of this lease are still valid.

RECITALS

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

WHEREAS, Tenant plans to use the premises for the office for the Edgerton Area Chamber of Commerce program, as a community information center and/or as a rental space for other entities.

WHEREAS, Tenant may choose to sublet a portions or portions of the Premises to gain revenue. Said sublet shall be subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the foregoing Recitals, covenants contained herein, and of the mutual benefits to be derived therefrom, it is agreed as follows:

ARTICLE I DEMISE AND DESCRIPTION OF PREMISES

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

That building and property located at 20 S. Main Street, Edgerton, WI 53534 owned by the City of Edgerton.

ARTICLE II TERM

This Lease shall be for a term of 36 months commencing on December 1, 2022.

ARTICLE III RENTAL

(a) Basic Rent for office space. Tenant shall not be required to pay the Landlord a lease payment in exchange for other items described herein.

(b) Basic Rent for sublease space. The Landlord's portion of the sublease shall be equal to 25% of the total sublease payments received by the Tenant. The Tenant may subtract the power and gas costs for the building from the total sublease payments prior to calculating the City's 25%. The Tenant shall pay the Landlord it's portion of the lease payments from subleases annually on or before March 1 for the prior year.

Late Payment: Landlord, at its option, may require, and Tenant shall pay, a penalty of 18 percent of the required monthly payment for any monthly payment not made within 20 days of the required payment date called for.

ARTICLE IV USE OF PREMISES

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

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

Tenant shall not use the demised premises or any part thereof or permit any part of the demised premises to be used, or permit any act whatsoever to be done on the premises, in a manner, which will violate or make void or inoperative any policy of insurance held by Landlord.

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

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

(e) Community Information Center: In return for no rental payment, the Tenant shall endeavor to staff the community information function for as many hours as practical and shall maintain printed community information in the public areas of the building. The Tenant shall appropriate as much of the sublease rental income for increased staffing of the Chamber office as possible. At a minimum, this community information space shall be open during the time the Chamber office is open. Subleases shall contain provisions requiring Tenants holding the subleases to assist in providing community information by maintaining access to areas where community information is available and becoming familiar with materials available for community information.

(f) Tenant lease of structure shall include the covered porch area on the east end of the building. The tenant shall maintain the porch area in a clean, neat and orderly fashion. The porch area shall not be used for storage unless the material stored has historical significance. All items placed in the porch area shall be durable and weather resistant. Tenant lease space does not include the platform on the north and west sides of the building. The tenant may utilize the platform as a public space but cannot restrict the use of the space by others. The Tenant may place furniture and other similar patio furnishings on the platform upon approval of the Landlord. The Tenant shall be responsible to remove all patio furnishings from the platform when a community event is scheduled for the platform.

ARTICLE V REPAIRS AND MAINTENANCE

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

(b) The Landlord shall plow the snow from the parking area and sidewalks and mow the lawn.

(c) The Tenant 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. The Tenant shall make every effort to not damage walls, floors, mechanical equipment, and all of the building fixtures and shall promptly notify the Landlord of any damage.

(d) Tenant shall be responsible for all trash and recyclable collection for the 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. Tenant is expressly responsible to pay all occupancy expenses.

ARTICLE VII
INSURANCE

(a) Tenant shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by Landlord. The Landlord shall be named as an additional insured 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 on any claims or losses. The insurance policies or proof of their existence shall be delivered to Landlord for safekeeping. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least (30) days prior to cancellation or refusal to renew any policy.

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

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

ARTICLE VIII
ALTERATIONS AND ADDITIONS

Tenant shall have the right from time to time during the term at 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, equipment, furnishings, personal property and additions to remain Tenant's property.

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

ARTICLE IX
REMOVAL OF FIXTURES

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

ARTICLE X
SIGNS

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

ARTICLE XI
UTILITIES

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

ARTICLE XII
DAMAGE OR DESTRUCTION

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

ARTICLE XIII
DEFAULT

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

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

ARTICLE XIV
RIGHT TO MAKE PAYMENTS

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

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

The Tenant may (but shall not be obligated to) from time to time make such payments on account of mortgages or deeds of trust or other encumbrances on or liens against the Landlord's estate as may be necessary in the Tenant's judgment for the protection of the Tenant's estate. The Tenant in making such payments shall be subrogated as against the Landlord to the rights of the parties to whom such payments are made, and if the Landlord shall after notice fail to repay any amounts so paid, the Tenant shall also have the right to deduct the amount so paid, with legal interest thereon, from the rental thereafter accruing, until fully reimbursed.

ARTICLE XV
LIENS

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

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

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

ARTICLE XVII
ATTORNEY FEES

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

ARTICLE XVIII
HOLDING OVER

If Tenant holds over and retains possession of the demised premises or any part thereof after termination of the term by lapse of time or otherwise, such holding over shall not constitute a renewal of this

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

ARTICLE XIX
PARTIAL INVALIDITY

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

ARTICLE XX
MEMORANDUM OF LEASE

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

ARTICLE XXI
EFFECT OF BANKRUPTCY

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

ARTICLE XXII
GOVERNMENTAL INTERFERENCE WITH POSSESSION

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

ARTICLE XXIII
QUIET ENJOYMENT

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

ARTICLE XXIV
WAIVER OF BREACH

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

ARTICLE XXV
AMENDMENTS TO BE IN WRITING

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

ARTICLE XXVI
OPTION TO RENEW

If Tenant is not in default under any provisions of this lease and desires to extend this Lease, the Landlord may renew and extend this Lease for two (2) additional terms of twelve (12) months each. Notice of Tenant's intention to exercise this option must be given in writing at least three (3) months prior to the end of the current term.

ARTICLE XXVII
RIGHT OF TERMINATE

Either landlord or tenant may terminate the lease prior to the end of the 36-month lease or extension periods with a three (3) month written notice.

ARTICLE XXVIII
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 Lease at Edgerton, Wisconsin, on the day and year first written above.

CITY OF EDGERTON, LANDLORD

EDGERTON AREA CHAMBER OF COMMERCE, TENANT

Christopher Lund, Mayor

Jonathon Frey, President

Ramona Flanigan, City Administrator

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 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 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, 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 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, 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 sinks, vanities, 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 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, 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

Approved Date: _____

CITY OF EDGERTON Special Event Permit Application

Event Name: Edgerton Home For the Holidays Celebration
Event Date(s): November 26, 2022
Start Time of Event: 6:00 p.m. End Time of Event: 9:00 p.m.
Hours Alcohol will be served: N/A. Event Website: N/A
Requested Location: Parking lot on W. Fulton St. by Depot.

New Event Repeat Event Parade

Organization Name: Edgerton Home For the Holidays Phone # 608-728-1519
Organization Address: 12 Albion St. Edgerton WI 53534
Organization Email: Edgerton home for the holidays @ yahoo.com Organization website: N/A

Event Planner/Contact Person: Wendy Loveland
Address, City, State: 449 Leslie Dr. Edgerton WI 53534
Cell Phone: 608-728-1519 Email: Wloveland@edgerton.wi.gov
Name of Contact on-Call during the Event: Wendy Loveland Cell Phone: _____

What Day will SET UP begin? 11-26-22 What time will SET UP occur? 12:00 p.m.
What day will CLEAN up occur? 11-26-22 What time will CLEAN UP be complete? 9:30 p.m.

Estimated Attendance for this Event: 300 Previous Attendance for this Event: ?

How many event staff will be at this event? 10-20

Divide Attendance by 3 to determine number of Vehicles: / (Use this to develop your parking plan)

Deposit Paid

Central Park	\$250.00
City Streets	\$200.00 (excluding neighborhood block parties)
Parking Lots	\$200.00

Event Details & Summary

This form will help us understand the details of your event, and determine which approvals are needed. Answering the following questions will guide which forms and what supporting materials you will need to submit.

Will your event require street closures?	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes
Will alcohol be served or sold?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event include food or retail sales?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event include a park or trail?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event include a parade?	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes
Will your event include a run, race or walk?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event use any structures, bleachers or stages?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event use tents or canopies?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event include fireworks?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event include food trucks or vendors with open cooking fires?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event benefit an Edgerton based organization or charity?	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes
If yes, which one? <u>Donations may be made to Holiday Celebration</u>				
Will your event benefit an Edgerton area school?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
If yes, which one? _____				
Will your event include amplified sound?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event require an exemption to any noise Ordinance?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event have an admission charge?	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Yes
Will your event involve animals? <u>Dogs in the Parade</u>	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes
Will your event require any services from the City of Edgerton?	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Yes
Where will the dumpsters be located? <u>N/A.</u>				

Event Summary: Please provide a brief summary of the event. Include details about vendors, food or beer, parade, run or race component, live performances etc. This does not have to include specifics; just explain what a first-time attendee might experience at the event:

Parade will be @ 6:00 after the Parade
We will have the annual tree lighting at the
Depot parking lot. This will kick off the
Holiday season and the Central Park lights
will also be lit. Committee volunteers
will hand out free popcorn & have
singers at the celebration.

This form can be submitted on or after January 1st of the year of your event. Submission of this form and payment of the deposit (if required) will put your event on the events calendar, but does not guarantee approval of your event. A complete application must be submitted NO LATER THAN 30 DAYS before your event. Your event is not approved until all required forms are submitted, all fees paid, and you have received notification of approval for your event. The event packet will be reviewed by the Finance Committee and Common Council. A representative for your organization should be in attendance at the meetings.

I, the undersigned, certify that the statements contained herein and attached hereto are true, accurate and complete to the best of my knowledge and belief. I have reviewed and understand the policies included with this packet.

Applicant Signature:

Wendy Lowland

Date:

10-26-22

Security Agreement

N/A

To ensure the public's safety for your event, please answer the following questions to determine if adequate provisions are being made for alcohol sales and security at your event. Events serving alcohol will need to apply for the Temporary Class B License.

Estimated Attendance: _____ Type of Event: _____

*All liquor must be purchased from a licensed Wisconsin Wholesaler.

Wholesaler for this event: _____

1. Describe arrangements for the method and distribution of alcohol. Please include provisions to ensure service only to legal consumers.

NO Alcohol Served

2. Identify the licensed operators in charge of selling and distributing alcohol for the event.

TOBACCO USE

City of Edgerton Ordinance prohibits the use of tobacco products within 25 feet of any outdoor seating areas, service lines and/or other outdoor public gatherings.

1. As the event organizers, will the City's ordinance prohibiting the use of tobacco products be enforced during your event? *Event will be outside - in an open area.*

2. How will your event inform patrons of the prohibition? _____

3. If a designated smoking area will be provided, where will it be located and how will you inform attendees on these areas?

N/A.

City of Edgerton Use Only

Reviewed by: *[Signature]* Date: *10/27/2022*

Approved *[checkmark]* Denied _____

Police Department Recommendations: _____

Department of Public Works Services

FACILITY(IES) REQUESTED:

Racetrack Park

Central Park

Other Location - Parking lot by Depot

Entire Park

Ball Diamonds

Shelter Rental

EQUIPMENT REQUESTED:

Picnic Tables

Barricades

Trash Cans

Traffic Cones

Fencing (additional fee)

Posts

Signs

City of Edgerton Use Only

Reviewed by: H. M. Date: 10/26/20

Approved X Denied _____

Public Works Department Recommendations:

SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET

FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

FUND 100 - GENERAL FUND 75% OF THE FISCAL YEAR HAS ELAPSED

COMMENTS IN BOLD REFLECT NEW UPDATES SINCE THE LAST MONTHLY FINANCE REPORT

REVENUE	YTD ACTUAL	BUDGET	UNEARNED	PCT	
TAXES	1,832,614.92	2,038,311.00	(205,696.08)	89.91%	TAX FROM REG MUNICIPAL UTILITY - NEED TO TRANSFER FROM WATER TO GF
SPECIAL ASSESSMENTS	7,546.93	-	7,546.93		
INTERGOVERNMENTAL REVENUE	598,743.86	1,344,963.00	(746,219.14)	44.52%	STATE SHARED REVENUE ACCOUNTS FOR ~60% OF REVENUE IN THIS CATEGORY - 20% IS RECEIVED IN JULY & 80% IN NOV; THE DOT IS ALSO BEHIND ON DISBURSEMENT OF MASS TRANSIT AID
LICENSES AND PERMITS	122,047.38	114,100.00	7,947.38	106.97%	INCREASE IN BLDG. PERMITS DUE TO NEW DEVELOPMENTS
FINES AND FORFEITURES	36,916.47	31,000.00	5,916.47	119.09%	
PUBLIC CHARGE FOR SERVICES	188,040.44	182,380.00	5,660.44	103.10%	ABOVE AVG. CONCESSION STAND, POOL, AND RACETRACK PARK ADVERTISING PROCEEDS
MISCELLANEOUS REVENUES	117,116.33	44,750.00	72,366.33		ABOVE AVG MISC. REVENUES DUE TO SALE OF SQUAD CAR, MOWER, CHAINSAW, AND LEAF BLOWER; ALSO RECEIVED DONATIONS, PD COMP. GRANT, ANNUAL LEAGUE OF WI MUNICIPALITIES DIVIDENDS, AND REIMBURSEMENT OF ENGINEERING FEES
OTHER FINANCING SOURCES	6,810.00	-	6,810.00	261.71%	TIF 8 INTEREST
TOTAL FUND REVENUE	2,909,836.33	3,755,504.00	(845,667.67)	77.48%	
EXPENDITURES					
COMMON COUNCIL	11,306.92	15,839.00	4,532.08	71.39%	
MUNICIPAL COURT	13,499.44	17,621.00	4,121.56	76.61%	
LEGAL - ATTORNEY RETAINER	15,312.53	26,413.00	11,100.47	57.97%	
LEGAL - ATTORNEY COUNSEL	1,507.63	3,000.00	1,492.37	50.25%	
LEGAL - ATTY PROSECUTION	7,224.49	11,000.00	3,775.51	65.68%	
MAYOR	2,034.63	2,713.00	678.37	75.00%	
ADMINISTRATOR	50,029.84	60,613.00	10,583.16	82.54%	
CITY CLERK	53,288.93	69,503.00	16,214.07	76.67%	RETIREMENT/VACATION PAYOUT
ELECTIONS	5,057.86	8,900.00	3,842.14	56.83%	
ACCOUNTING	76,883.13	113,852.00	36,968.87	67.53%	
INDEPENDENT ACCOUNTING	30,348.30	28,000.00	(2,348.30)	108.39%	AN ADDITIONAL \$3,000 FEE WAS PAID FOR FINANCIAL STATEMENT FOOTNOTES
FINANCE	4,922.70	5,743.00	820.30	85.72%	TAX COLLECTION FEES, ANNUAL CIVIC SUPPORT FEES PAID IN FULL
PROPERTY ASSESSMENT	26,672.24	27,278.00	605.76	97.78%	ANNUAL PROPERTY ASSESSMENT FEES PAID IN FULL
CITY HALL	36,858.75	44,669.00	7,810.25	82.52%	
ILL TAXES, REFUND, UNCOLL B/L	-	2,000.00	2,000.00	0.00%	
INSURANCE	7,672.58	8,865.00	1,192.42	86.55%	
CONTINGENT FUNDS	-	17,702.00	17,702.00	0.00%	
POLICE ADMINISTRATION	164,936.15	226,654.00	61,717.85	72.77%	
POLICE PATROL	756,209.88	978,144.00	221,934.12	77.31%	
POLICE TRAINING	2,938.39	4,594.00	1,655.61	63.96%	
POLICE CELEBRATIONS	4,527.66	3,591.00	(936.66)	126.08%	POLICE OVERTIME FOR TOBACCO DAYS & CHILIMANIA (REIMBURSED IN OCTOBER)
POLICE STATION	16,147.21	24,196.00	8,048.79	66.74%	
CROSSING GUARDS	12,951.42	18,696.00	5,744.58	69.27%	
FIRE PROTECTION	224,804.12	223,250.00	(1,574.12)	100.71%	TAX SETTLEMENT PAYMENT
BUILDING INSPECTION	60,954.80	25,000.00	(35,954.80)	243.82%	NEW DEVELOPMENT (OFFSET BY REVENUE)
WEIGHTS & MEASURERS	1,200.00	1,200.00	-	100.00%	
DPW ADMINISTRATION	72,849.67	80,800.00	7,950.33	90.16%	
ENGINEERING	20,644.38	2,000.00	(18,644.38)	1032.22%	DUE TO NEW DEVELOPMENTS (BRAILSFORD, VULCAN) (DEVELOPERS HAVE REFUNDED US)
MUNICIPAL GARAGE	43,216.21	59,611.00	16,394.79	72.50%	NEW TOILETS, GARAGE DOOR REPAIR, REPLACED BLOWER MOTOR ON HEATING UNIT
MACHINE AND EQUIPMENT	47,695.50	56,095.00	8,399.50	85.03%	
STREET MAINTENANCE	230,356.70	266,681.00	36,324.30	86.38%	
SNOW AND ICE CONTROL	53,591.28	87,606.00	34,014.72	61.17%	
TRAFFIC CONTROL	7,231.13	11,931.00	4,699.87	60.61%	

EXPENDITURES CONTINUED						
STREET LIGHTING	45,729.21	61,500.00	15,770.79	74.36%		
SIDEWALKS	3,195.34	3,504.00	308.66	91.19%		
STORM SEWERS	2,360.45	12,062.00	9,701.55	19.57%		FEWER WAGES ALLOCATED HERE DUE TO JOB DUTIES
PARKING LOTS/FACILITIES	1,200.99	2,362.00	1,161.01	50.85%		
WEED CONTROL	1,355.68	6,014.00	4,658.32	22.54%		FEWER WAGES ALLOCATED HERE DUE TO JOB DUTIES
FASSETT CEMETERY	81,042.55	91,822.00	10,779.45	88.26%		
OTHER CEMETERIES	4,031.74	5,141.00	1,109.26	78.42%		
LIBRARY	313,815.00	479,201.00	165,386.00	65.49%		
SHARED RIDE SERVICE	48,955.33	61,000.00	12,044.67	80.25%		
DEPOT	1,051.90	1,895.00	843.10	55.51%		
PARKS AND PLAYGROUNDS	138,324.58	196,168.00	57,843.42	70.51%		
CELEBRATIONS	12,405.44	13,426.00	1,020.56	92.40%		
CONCESSION STAND	21,490.22	16,649.00	(4,841.22)	129.08%		INCREASE IN OPERATING EXPENSES DUE TO HIGHER THAN AVERAGE SALES
SWIMMING POOL	168,930.07	163,603.00	(5,327.07)	103.26%		
PLANNING	27,650.53	33,396.00	5,745.47	82.80%		
ZONING	-	100.00	100.00	0.00%		
DOWNTOWN REVITALIZATION	6,000.00	11,500.00	5,500.00	52.17%		(ANNUAL FEES FOR THE CITY'S HANGING BASKETS ARE PAID IN JUNE AND DECEMBER)
ECONOMIC DEVELOPMENT	45.00	500.00	455.00	9.00%		
EXPENDITURE 58110	-	61,922.00	61,922.00	0.00%		TENURE ADJUSTMENT AT YE
EXPENDITURE 59230	9,628.00	9,628.00	-	100.00%		FIRE DISTRICT BUDGET ISSUE
TOTAL FUND EXPENDITURES	2,950,086.50	3,765,133.00	815,046.50	78.35%		