

**CITY OF EDGERTON  
REGULAR COMMON COUNCIL MEETING  
EDGERTON CITY HALL, COUNCIL CHAMBERS  
12 ALBION STREET**

**Monday, July 19, 2021 at 7:00 p.m.**

**REMOTE PARTICIPATION:** To participate or view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at [www.cityofedgerton.com](http://www.cityofedgerton.com).

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, July 16, 2021.
4. Council acceptance of agenda.
5. Personal appearances for non-agenda items limited to 3 minutes.
  - A. The public will be allowed to speak on agenda items during the meeting.
6. Minutes:
  - A. Consider approval of minutes from July 6, 2021 Council meeting.
7. Committee Reports:
  - A. Finance Committee:
    1. Consider approval of bills and payroll vouchers.
    2. Consider licenses applications.
    3. Consider amendment to the Edgerton Home Revival manual.
    4. Consider Cedar Corp/USDA contract amendment for the construction engineering for S. Main St. project.
    5. Consider bids for Hwy 51 and Hwy 59 pavement marking.
    6. Consider bids for downtown cross walk project.
    7. Consider development agreement for Bristle Pines condominiums.
    8. Consider development agreement for One Tree condominiums.
    9. Consider development agreement for One Tree subdivision.
    10. Consider the purchase of 210 W Fulton St.
    11. Consider appropriating TIF 6 funds for the purchase of 210 W Fulton St.
  - B. Utility Commission:
    1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
  - C. Parks Committee:
    1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.

8. Consider Re-Transfer Agreement for temporary pond in One Tree Subdivision.
9. Consider adoption of City of Edgerton Resolution 15-21 regarding private side lead lateral program.
10. Consider adoption of City of Edgerton Resolution 14-21: Establishing an American Rescue Plan Act Grant Fund.
11. Consider Mayor's appointment recommendations.
12. Mayor, alderperson and staff reports.
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.

**JULY 6, 2021 COMMON COUNCIL MEETING MINUTES  
CITY OF EDGERTON**

Mayor Christopher Lund called the meeting to order at 7:00 p.m.

Present: Casey Langan, Candy Davis, Tim Shaw, and Jim Burdick.

Absent: Sarah Braun and Paul Davis

Others Present: City Administrator Ramona Flanigan, City Clerk/Treasurer Cindy Hegglund, Municipal Services Director Howard Moser, Police Chief Robert Kowalski, Aquatic Director Anne Gohlke, City Attorney Bill Morgan and a few citizens.

Hegglund confirmed the meeting agendas were properly posted on Friday, July 2, 2021 at the Post Office, Edgerton Library, City website, and City Hall.

**ACCEPT THE AGENDA:** A Candy Davis/Jim Burdick motion to accept the agenda as printed passed. All voted in favor.

**PERSONAL APPEARANCES:** Michelle Race, 411 Stoughton Rd, stated a number of concerns and complaints her and her neighbors have about the IKI Manufacturing facility by their homes.

**MINUTES:** A Jim Burdick/Casey Langan motion to approve the minutes from the June 21, 2021 Common Council meeting passed, all voted in favor.

**COMMITTEES:**

**Finance Committee:** A Candy Davis/Tim Shaw motion to approve the bills and payroll list in the amount of \$195,293.45 passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve an operator's license to Mikayla Hinz pending payment of the outstanding amount of \$144 due to the Edgerton Court passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to deny an Operator's License to Christopher Burdick passed in a 3/0/1 roll call vote. Jim Burdick abstained from the vote.

A Candy Davis/Tim Shaw motion to approve an event packet for Sleep in Heavenly Peace Build and waive any fees passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve an event packet for Tobacco Days Car and Truck Show and waive any fees passed on a 4/0 roll call vote.

A Candy David/Tim Shaw motion to approve an event packet for Tobacco Heritage Days, extend park hours until midnight Friday and Saturday nights, allow a petting zoo at Racetrack Park and waive the fees except for ½ of the police overtime for Friday and Saturday for police overtime spent at Racetrack Park passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve a Temporary Class "B" Fermented Malt Beverage License to Tobacco Days for July 16, 17, and 18, 2021 passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to accept the quote from Lee Recreation in the amount of \$3,350 for a replacement slide in Winston Park passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to declare the public works air compressor as surplus passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve a Façade Grant for 115 Henry St in the amount of \$7,867 for window replacement passed on a 4/0 roll call vote.

Before the vote, Casey Langan thanked the property owners at 115 Henry St for selecting the more expensive bronze-colored windows that the Historic Committee had recommended they use.

A Candy Davis/Tim Shaw motion to approve a Small ED Grant for 115 Henry St in the amount of \$3,188 for replacement of an HVAC system passed on a 4/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the purchase of a stainless-steel hand railing for the pool from Customized Fabrication and Machinery in the amount of \$4,606 which includes installation passed on a 4/0 roll call vote.

**Plan Commission:** A Jim Burdick/Candy Davis motion to adopt City of Edgerton Resolution 13-21: Approving the One Tree Subdivision final plat to create 45 lots east of Dean St passed on a 4/0 roll call vote.

**CONSIDER DISCONTINUANCE OF UTILITY EASEMENT:** A Jim Burdick/Candy Davis motion to approve the discontinuance of a utility easement on Lot 45 West Meadows passed on a 4/0 roll call vote.

Being no other business before the Council, a Casey Langan/Candy Davis motion to adjourn passed, all voted in favor.

Cindy Hegglund  
City Clerk-Treasurer

Adopted July 19, 2021

# Memo

To: Common Council  
From: Staff  
Date: 7/15/2021  
Re: July 19, 2021 Meeting

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**Amendment to Edgerton Home Revival manual:** To clarify the intent of the funding, staff suggests requests the Committee select from the following the following two options for the funding section of the EHR manual. The question is: do ineligible costs count as match to the loan/grant? The examples below describe the differences in the language.

Alternative 1: EHR funds can be used for eligible project costs only. Ineligible Project costs cannot be used as match. The first \$10,000 of all eligible Project costs shall be eligible for a 25% grant up to a maximum of a \$2,500 grant. If the eligible costs of an ~~eligible~~ a Project exceed \$10,000, the applicant may also apply for a loan equaling 50% of the eligible Project cost over \$10,000 up to a maximum loan of \$50,000.

Alternative 2: EHR funds can be used for eligible project costs only. Ineligible Project costs can be used as match. The first \$10,000 of all ~~eligible~~ Project costs shall be eligible for a 25% grant up to a maximum of a \$2,500 grant for eligible Project costs only. If the cost of an ~~eligible~~ the Project exceeds \$10,000, the applicant may also apply for a loan equaling 50% of the Project cost over \$10,000 up to a maximum loan of \$50,000 for eligible project costs only.

	Total Project Costs	Eligible Project Cost	Grant award
<b>Example 1</b>			
Alternative 1	\$9,000	\$4,000	\$1,000
Alternative 2	\$9,000	\$4,000	\$2,250
<b>Example 2</b>			
Alternative 1	\$9,000	\$2,000	\$500
Alternative 2	\$9,000	\$2,000	\$2,000

**Cedar Contract Amendment for Construction Engineering for S Main.** The City has a 3-way contract with Cedar and the USDA RD for the grant/loan the city received for the sewer portion of the S Main St project. The original contract did not include construction engineering. The proposed amendment includes construction engineering in the amount of \$129,728 ( see relevant page of the contract).

**Highway striping bids:** The City received 3 bids for striping Fulton and Hwy 51. The low bid for \$90,737 from Sir Lines-A-Lot is significantly less that the engineer's estimate and the budgeted

amount of \$163,370. This project is funded by a borrowing. The Engineer's review will be provided at the meeting.

**Crosswalk Reconstruction Bids:** The City received 2 bids for the downtown crosswalk replacements. The low bid for \$126,937.50 from Johnson Brothers is very close to the Engineer's estimate but much higher than the budget of \$70,000 since the project had to be expanded by DOT regulations to include the replacement of many of the curb ramps. This project will be funded by a TIF district.

**Re-Transfer Agreement One Tree Subdivision:** The pond in the One Tree Subdivision is intended to be a temporary pond. The long-term goal is to construct a regional pond that would take the place of the temporary pond. The temporary pond will be deeded to the City. The Re-Transfer Agreement requires the City transfer the pond back to the developer if a regional pond is constructed so the developer could fill in the pond and create residential lots in the temporary pond area. The agreement has a 20-year sunset clause after which time the City has no obligation to transfer the pond to the developer.

**Development Agreements** The objective of the development agreement is to ensure the developers install all the required public improvements or that they provide a financial guarantee to ensure the installation of the improvements if the city grants final approval before the improvements are installed. Drafts of the agreements are in your packet.

**Consider the funding for the purchase of 210 W Fulton Street:** The City has reached an agreement regarding the purchase of 210 W Fulton Street. The Council should authorize the appropriation of funds from TIF #6 to allow for the anticipated closing and purchase of the property. TIF#6 is projected to have adequate increment to fund the purchase.

**RE-TRANSFER AGREEMENT BETWEEN THE  
CITY OF EDGERTON AND  
NORTHWARD DEVELOPMENT, LLC**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between the City of Edgerton a municipal corporation of the State of Wisconsin located in Dane and Rock County, hereinafter called "City", and Northward Development LLC, hereinafter called the "Developer" (collectively, the "Parties").

**RECITALS**

**WHEREAS**, the Parties have entered into an agreement for the development of certain property located in the City of Edgerton, Rock County Wisconsin on \_\_\_\_ July, 2021 ("Development Agreement"); and

**WHEREAS**, as a part of the Development Agreement, the Developer was required to construct a stormwater pond on Outlot #1 of One Tree Subdivision ("Parcel") in the northern section of the Development Land as part of the storm water management plan ("Stormwater Pond"). The Parcel is described as Outlot#1 of One Tree Subdivision and is shown in attached Exhibit A.

**WHEREAS**, the Parties further agreed in the Development Agreement that the Developer was to transfer the Stormwater Pond and Parcel to the city subject to an agreement to re-transfer the Parcel to the Developer ("Re-Transfer Agreement"); and

**WHEREAS**, the parties wish to enter into this Re-Transfer Agreement to memorialize their mutual understandings.

**NOW THEREFORE**, in consideration of the foregoing Recitals which are incorporated into and made a part of this Re-Transfer Agreement; the Development Agreement which is incorporated by reference, and the transfer of the Parcel from the Developer to the City, the sufficiency and receipt of such consideration is hereby acknowledged, the Parties agree as follows:

1. Developer Obligations.
  - a. Upon the completion of the construction of the Stormwater Pond in accordance with the design plans, the Developer shall transfer the Parcel to the City. Prior to the transfer, the developer shall be responsible for any maintenance which is required.
  - b. Provide to the City a **warranty** against defects in construction, materials or performance of the storm water management feature **for one year** from the date of initial transfer. The warranty for the storm water management features shall cover any failures regardless of the severity of the causal event. The storm water management features covered by this warranty include any detention ponds, infiltration basins or structures, biofiltration

features, grassed drainage ways, or similar storm water control features constructed as part of the Development Agreement on the Parcel.

- c. The Developer agrees to indemnify and hold harmless the City for any claims incurred by the City in any arising out of the operation, or replacement of said storm water drainage facilities incurred by the City in during the warranty period other than for ordinary maintenance.

## 2. City Obligations.

- a. Upon the transfer, and accepting warranty work, the City shall assume ordinary ongoing responsibility for maintaining the Stormwater Pond, including regular inspection, maintenance, repair, replacement or reconstruction of the storm water drainage and detention facilities in perpetuity, subject to the terms of this agreement.
- b. After the warranty period, and subject to any re-transfer of the Stormwater Pond, the City agrees to indemnify and hold harmless the Developer for any claims incurred by the City arising out of the operation, or replacement of said storm water drainage facilities.
- c. Except for the initial construction which shall occur under the Development Agreement, any work on the storm water management facilities after initial construction, other than warranty work, shall be at the sole expense of the City, and the storm water facilities shall be restored by the City to substantially the same condition as existed prior to such disturbance. Restoration shall include replacing top soil and reestablishing grass vegetation in the Stormwater Pond area. Restoration shall not include construction of any structures or planting of any shrub or tree which might be removed from the Parcel.

3. **Obligation to Re-transfer.** The City shall be obligated to transfer the Stormwater Pond to the Developer after the City, in its sole discretion, determines that the Stormwater Pond is no longer necessary for the proper management of storm water on the Development Land. Upon making such a determination, the city shall provide notice to the Developer within 30 days' time. The obligation to re-transfer the Parcel to the Developer is conditioned on the following:

- a. Receipt of a notice from the Developer indicating a desire to reacquire the property.
- b. That the Developer actions to: enter into a subsequent development agreement; modify the Parcel so as to allow the construction of residential structures; create additional lots; and construct dwelling units on Parcel within three (3) years of the transfer in accordance with the zoning rules and regulations in place at that time.



- c. That the Developer be in compliance with all development agreements then entered into between the parties.

Subject to the foregoing conditions, the City shall be obligated to transfer the Stormwater Pond and Parcel by way of a warranty deed to the Developer or their successor within 30 days. This obligation shall fully expire twenty (20) years after the initial transfer of the Parcel from the Developer to the City without further recourse by the Developer.

Any transfer of the property shall be free of all liens and encumbrances, except those created by the terms of this Agreement to the Developer for the amount of One Dollar (\$1.00).

4. Binding Agreement. The provisions of this Re-Transfer Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No assignment shall be made of any of the rights herein granted by pursuant to this Agreement without the written consent of the other party.

5. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

6. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Developer and the City.

7. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Rock County Register of Deeds.

8. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.

9. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

**City:**

City Administrator  
12 Albion St.  
Edgerton, WI 53534

**Developer:**

Northward Development LLC  
5382 Swanson Rd.  
Roscoe, IL 61073

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

**CITY OF EDGERTON, WISCONSIN**

By: \_\_\_\_\_  
Christopher W. Lund, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Ramona Flanigan, City Administrator

STATE OF WISCONSIN    )  
  )ss.  
ROCK COUNTY            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same. \_\_\_\_\_

Notary Public, Wisconsin  
My Commission: \_\_\_\_\_

[signatures continued on next page]

**NORTHWARD DEVELOPMENT, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

STATE OF WISCONSIN    )  
  ) ss.  
ROCK COUNTY            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named, \_\_\_\_\_, as Managing Member of Northward Development, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission: \_\_\_\_\_  
4842-4978-9425, v. 1

Exhibit A – Re-Transfer Parcel Map

**CITY OF EDGERTON  
RESOLUTION No. 14-21**

**RESOLUTION ESTABLISHING AN  
AMERICAN RESCUE PLAN ACT GRANT FUND**

**Whereas**, the Federal Government made \$1.9 trillion dollars available to states, counties, municipalities, tribes and territories, including \$130 billion for local governments split evenly between municipalities and counties, through the American Rescue Plan Act (ARPA) which was signed into law on March 11, 2021; and

**Whereas**, the City of Edgerton's share of the ARPA funds is estimated to be \$589,388.63; and

**Whereas**, the ARPA funds will be distributed to the City in two equal payments, with the first payment to be distributed on/around June 25, 2021, and the second to be distributed approx. 12 months later; and

**Whereas**, it is recommended by federal and state agencies that the ARPA funds be held in a separate and distinct revenue fund from the General Fund to insure accurate accounting, monitoring and reporting of ARPA funds.

**Now, Therefore, Be It Resolved**, that the City of Edgerton, establishes and assigns FUND 210 with a description of "ARPA FUND" and directs the Clerk to set up said revenue fund in the accounting software and follow the Wisconsin Department of Revenue account structure for governmental funds.

Dated this 19th day of July 2021.

\_\_\_\_\_  
Christopher W. Lund, Mayor

ATTEST:

\_\_\_\_\_  
Ramona Flanigan, City Administrator

# Committee Volunteer Application

## City of Edgerton

If you reside in the City of Edgerton and wish to be appointed to a citizens committee, commission or board, please complete the following application and return to the City Clerk's Office, 12 Albion Street, Edgerton, WI 53534

Name (Last, First Middle)

Kennedy, Stuart E.

Home Address

101 Whitneys Way Edgerton WI 53534

How long have you been a City of Edgerton Resident? 21 years

Home Phone 608 884 2270

Email Address. kennedy.stue@gmail.com

Employer Retired

Phone \_\_\_\_\_ Can we contact you at work? NA.

List any previous municipal committee experience. Once served on board of directors of 124 unit condominium in Annapolis. That wa 26 years ago

Do you have any special skills, knowledge, experience or interest that relate to a committee, commission or board.

Please number the following committees, commission and boards by order of preference. Please note behind each committee is the number of years each term serves for. New appointees should be willing to serve for the given number of years.

- \_\_\_ Utility Commission (5 year term)
- \_\_\_ Parks and Recreation Committee (5 year term)
- \_\_\_ Zoning Board of Appeals (3 year term)
- \_\_\_ Police Commission (5 year term)

X. Library Board (3 year term)

- \_\_\_ Housing Authority (5 year term)
- \_\_\_ Planning Commission (3 year term)
- \_\_\_ Edgerton Fire Protection District (1 year term)
- \_\_\_ Economic Development Corporation (1 year term)
- \_\_\_ Historic Preservation Commission (3 year term)
- \_\_\_ Revolving Loan Fund Committee (5 year term)
- \_\_\_ Redevelopment Authority (5 year term)

Signed Shirley Kennedy

Date 6/18/21

# Committee Volunteer Application

## City of Edgerton

If you reside in the City of Edgerton and wish to be appointed to a citizens committee, commission or board, please complete the following application and return to the City Clerk's Office, 12 Albion Street, Edgerton, WI 53534

Name (Last, First Middle) Johnson, Greta Katherine

Home Address 205 Bentley Place, Edgerton, WI 53534

How long have you been a City of Edgerton Resident? 37 years

Home Phone 608-728-3482

E mail Address gretakjohnson918@gmail.com

Employer Phone \_\_\_\_\_

Can we contact you at work? \_\_\_\_\_

Occupation Wisconsin Grassroots Manager, American Cancer Society Cancer Action Network

List any previous municipal committee experience Library Board (March 2018-September 2019)

Do you have any special skills, knowledge, experience or interest that relate to a committee, commission or board? \_\_\_\_\_

I have two children ages 7 and almost 3 who frequent the library. I also previously served on the board.

Why would you like to volunteer for service to the City of Edgerton? I loved serving on the Library Board, but had to resign due to work obligations along with having a newborn. My work obligations have changed and my youngest will soon be 3. I would love to rejoin the board to continue my passion of serving our community through our library.

Do you have any conflict of interest related to any of the committees you would like to serve on? (such as employed relatives, business or financial conflicts) \_\_\_\_\_

No



Please number the following committees, commission and boards by order of preference. Please note behind each committee is the number of years each term serves for. New appointees should be willing to serve for the given number of years.

- \_\_\_\_\_ Utility Commission (5 year term)
- \_\_\_\_\_ Parks and Recreation Committee (5 year term)
- \_\_\_\_\_ Zoning Board of Appeals (3 year term)
- \_\_\_\_\_ Police Commission (5 year term)
- X \_\_\_\_\_ Library Board (3 year term)
- \_\_\_\_\_ Housing Authority (5 year term)
- \_\_\_\_\_ Planning Commission (3 year term)
- \_\_\_\_\_ Edgerton Fire Protection District (1 year term)
- \_\_\_\_\_ Economic Development Corporation (1 year term)
- \_\_\_\_\_ Historic Preservation Commission (3 year term)
- \_\_\_\_\_ Revolving Loan Fund Committee (5 year term)
- \_\_\_\_\_ Redevelopment Authority (5 year term)
- \_\_\_\_\_ Commerce and Marketing Committee (3 year term)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date