

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

Monday, November 21, 2022 at 7:00 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. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, November 18, 2022.
4. Council acceptance of agenda.
5. Public Hearing
 - A. Hear comments regarding the 2023 Proposed Budget Document
 - B. Close the public hearing.
6. Consider adoption of City of Edgerton Resolution 24-22: Adopt the 2023 Annual Budget and Establish the 2022 Property Tax Levy for the City of Edgerton.
7. Personal appearances for non-agenda items limited to 3 minutes.
8. Minutes:
 - A. Consider approval of minutes from November 7, 2022 Council meeting.
9. Committee Reports:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider new Class "B" Beer License for Foundation Athletics, James Fox Agent.
 3. Consider change to previously approved truck purchase.
 4. Consider Chamber of Commerce sub-tenant lease.
 - B. Personnel Committee:
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meeting.
 2. Consider SRO agreement with Edgerton School District.
 3. Consider creating a new Police Patrol position.
 - C. Public Safety:

1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meeting.
 - D. Utility Commission:
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meeting.
 - E. Plan Commission:
 1. Consider introducing and approving the first reading of City of Edgerton Ordinance 22-08: Amend Section 22.210 “Official Zoning Map” of the Edgerton Code of Zoning Ordinances to amend Lot 1 and Lot 4 in the Edgerton Business Park.
 2. Consider extraterritorial land division for Water’s Edge Vacations LLC on Watts Springs Park Road Section 11 in the Town of Fulton.
 3. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meeting.
 - F. Library Board
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meeting.
10. Consider second reading and adoption of City of Edgerton Ordinance 22-07: Adopt an Amendment to the 2015 City of Edgerton Comprehensive Plan for the area known as the unplatted area south of the Orchard Heights Subdivision.
 11. Consider extension in the construction date for the purchase and sale agreement with Graceful LLC.
 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.

CITY OF EDGERTON RESOLUTION No. 24-22

**ADOPT THE 2023 ANNUAL BUDGET
AND ESTABLISH THE 2022 PROPERTY TAX LEVY FOR THE
CITY OF EDGERTON**

WHEREAS, the City of Edgerton prepared an annual budget for the 2023 fiscal year in accordance with Section 4.05 of the City of Edgerton Municipal Code; and

WHEREAS, the Common Council has reviewed the proposed revenues from all sources and the proposed expenditures for all purposes and has directed that the proposed budget be adjusted accordingly; and

WHEREAS, a public hearing on the 2023 Annual Budget was held on November 21, 2022 after due and proper notice of said hearing having been given in accordance with Wis. Stat. Section 65.90; and

WHEREAS, the Common Council has adopted certain resolutions relating to borrowing and levying irrevocably taxes sufficient to pay such borrowing; and

WHEREAS, it is necessary to levy a property tax in the amount of \$2,810,293 to fund the expenses of the City of Edgerton as presented in the 2023 Annual Budget;

NOW THEREFORE, BE IT RESOLVED by the Common Council of Edgerton, Wisconsin as follows:

1. That the 2023 Annual Budget, a summary of which is attached hereto and made a part hereof, be and is hereby approved.
2. By the adoption of this budget, the City Council hereby confirms that it is the intention of the Council to commit the 2022 and 2023 resources noted in the Refuse Collection Fund for the support of refuse collection operations and debt service related to refuse collection.
3. By the adoption of this budget, the City Council hereby confirms that it is the intention of the Council to commit the 2022 and 2023 resources noted in the Revolving Loan Funds for the purposes of 1) support of economic development, 2) support of the promotion of a diverse mix of employment opportunities, 3) support affordable housing, and 4) other expenditures that support business, economic development and housing of the City of Edgerton.
4. By the adoption of this budget, the City Council hereby confirms that it is the intention of the Council to commit the 2022 and 2023 non-donation revenues noted in the Library Fund for the purposes of 1) support of library operations, 2) support of debt service related to library operations, and 3) other expenditures that support library services of the City of Edgerton.
5. That the property tax is hereby levied and to be placed upon the 2022 tax roll as follows: General Fund \$1,877,518 of which \$224,063 is attributable to the Fire District; Refuse Collection Fund \$255,000; Debt Service Fund \$677,775 of which \$62,274 is attributable to the Fire District debt; and Capital Project Fund \$0.00.
6. That the City Administrator be and is hereby authorized to reduce or increase the expenditure amounts reflected in the 2023 Annual Budget through the transfer of funds between expenditure accounts within a budgetary function

level as authorized in Section 4.06 of the City of Edgerton Municipal Code provided the authorized expenditure limit of the General Fund is not exceeded and the 2023 Annual Budget is not increased.

Passed and adopted this 21st day of November, 2022

Motion by:

Seconded by:

Roll Call: Yeas: Noes: --

Christopher W. Lund, Mayor

ATTEST:

Wendy Loveland, City Clerk

**City of Edgerton
General Fund Budget Summary
2023 Budget**

	<u>2021 Actual</u>	<u>2022 Estimate</u>	<u>2022 Budget</u>	<u>2023 Budget</u>	<u>% Increase 2022-2023</u>
Revenues					
Taxes	1,783,338	1,828,381	1,834,081	1,891,348	
Fire District Taxes	194,603	204,230	204,230	224,063	
Special Assessments					
Intergovernmental	1,369,408	1,397,841	1,344,963	1,383,281	
Licenses and Permits	152,519	154,520	114,100	119,650	
Fines, Forfeitures	28,838	42,100	31,000	36,000	
Public Charges	202,238	210,339	182,380	190,250	
Investment Income	12,869	18,263	15,600	18,989	
Miscellaneous	161,167	120,936	29,150	29,700	
Transfers from Other Funds	35,591	6,810	-	9,628	
Fund Balance Applied	-	11,201	-	-	
TOTAL REVENUES	<u>3,940,571</u>	<u>3,994,621</u>	<u>3,755,504</u>	<u>3,902,909</u>	3.9%
Expenditures					
Common Council	16,224	15,839	15,839	15,839	
Municipal Court	17,789	17,508	17,621	17,571	
Legal	46,286	42,413	40,413	41,875	
Mayor	2,713	2,713	2,713	2,713	
Administrator	73,652	65,906	60,613	72,094	
City Clerk	96,419	53,422	69,503	64,586	
Elections	3,460	7,492	8,900	4,800	
Accounting	61,268	102,282	113,852	119,981	
Independent Accting	27,832	35,000	28,000	35,000	
Finance	5,215	4,982	5,743	5,995	
Assessment	27,301	27,272	27,278	30,678	
City Hall	36,599	50,887	44,669	33,110	
Other General Govt	9,516	8,672	28,567	16,925	
General Government	424,272	434,388	463,711	461,167	-0.5%
Police Admin	219,430	225,717	226,654	238,219	
Police Patrol	1,010,925	1,017,174	978,144	1,033,451	
Police Training	1,659	3,995	4,594	4,749	
Police Celebrations	6,190	3,591	3,591	3,626	
Police Station	28,731	22,528	24,196	31,500	
Crossing Guards	17,178	16,345	18,696	17,021	
Fire Protection	214,354	224,804	223,230	243,063	
Bldg Inspection	60,327	67,000	25,000	31,000	
Weights and Measures	1,200	1,200	1,200	1,200	
Public Safety	1,559,994	1,582,354	1,505,305	1,603,830	6.5%

DPW Admin	108,371	101,096	80,799	102,751	
Engineering	66,725	21,329	2,000	3,000	
Muni Garage	56,584	63,882	59,611	50,684	
Mach & Equip	68,698	56,023	56,095	95,191	
Street Maintenance	417,696	289,174	266,681	311,359	
Snow/Ice Control	99,772	82,894	87,606	84,576	
Traffic Control	11,846	12,887	11,931	11,027	
Street Lighting	64,722	67,000	61,500	61,500	
Sidewalks	2,159	4,907	3,504	2,961	
Storm Sewers	4,514	7,608	12,062	11,963	
Parking Facilities	1,878	2,598	2,362	2,352	
Weed Control	261	7,853	6,014	4,843	
Public Works	903,225	717,251	650,165	742,207	14.2%
Animal Control		-	-	-	
Fassett Cemetery	68,659	93,738	91,822	88,761	
Other Cemeteries	2,258	4,513	5,141	4,570	
Health & Social Services	70,916	98,252	96,963	93,331	-3.7%
Library	409,736	441,660	479,201	480,202	
Veteran's Building	-	-	-	-	
Shared Ride Service	76,394	61,000	61,000	61,000	
Donations	1,540	-	-	-	
Depot	4,169	1,531	1,895	2,020	
Parks/Playgrounds	205,641	146,928	196,168	197,542	
Celebrations	9,873	12,945	13,426	12,437	
Concession Stand	16,850	20,742	16,649	19,204	
Pool	211,555	173,951	163,603	177,820	
Culture & Recreation	935,758	858,757	931,942	950,226	2.0%
Planning	38,677	37,275	33,396	39,348	
Zoning	14	-	100	100	
Downtown Renewal	11,509	11,500	11,500	12,200	
Economic Development	279	500	500	500	
Conservation & Development	50,479	49,275	45,496	52,148	14.6%
Transfer to Other Funds	-	-	-	-	
Other Finance Uses	46,419	84,128	61,922	-	
Debt Issuance Costs	-	-	-	-	
Other Financing	46,419	84,128	61,922	-	
TOTAL EXPENDITURES	3,991,064	3,824,404	3,755,504	3,902,909	3.9%

2023 Levy Supported Funds

Fund	
General Fund	1,653,455
Refuse Collection Fund	255,000
Debt Service Fund	610,501
Capital Project Fund	-
Fire District Levy	291,337
Total Tax Levy	2,810,293

**NOVEMBER 7, 2022 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

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

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

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, Aquatics Director Anne Gohlke, City Attorney Bill Morgan and a few citizens.

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

ACCEPT THE AGENDA: A Sarah Braun/Casey Langan motion to accept the agenda passed, all voted in favor.

MINUTES: A Paul Davis/Tim Shaw motion to approve the minutes from the October 17, 2022 Common Council meeting passed. All voted in favor.

A Paul Davis/Casey Langan motion to approve the minutes from the October 24, 2022 Joint Plan/Council meeting passed, all voted in favor.

A Candy Davis/Casey Langan motion to approve the minutes from the October 26, 2022 Special Council meeting passed, all voted in favor.

A Sarah Braun/Casey Langan motion to approve the minutes from the November 2, 2022 Multi-municipal Joint Fire District meeting passed, all voted in favor.

COMMITTEES:

Finance Committee: A Candy Davis/Tim Shaw motion to approve change order #2 for KS Energy for the Lead Lateral project for an increase of \$4,766.32 passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to approve the final pay request for KS Energy for the Lead Lateral project in the amount of \$76,714.82 passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve pay request #3 for BKS for the Public Side Lead Lateral project in the amount of \$150,232.55 passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to approve the bills and payroll in the amount of \$536,493.84 passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to adopt City of Edgerton Resolution 21-22: Resolution Approving Budget Transfer Relating to Fire district CPI +2% Exemption passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the Chamber of Commerce lease for the depot building with a 3-year term and (2) 1-year extensions effective December 1, 2022 passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the sub-tenant lease between the Chamber of Commerce and Coffee Depot LLC passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to approve the event packet for the Home for the Holidays and waive all fees passed on a 6/0 roll call vote.

Redevelopment Authority: A Casey Langan/Sarah Braun motion to approve a Façade Grant for 25 N Main St in the amount of \$5,000 passed on a 6/0 roll call vote.

Public Works Committee: A Jim Burdick/Casey Langan motion to approve a policy regarding funding for the installation of new curb with 50% paid by the stormwater utility and 50% paid by the homeowner passed on a 6/0 roll call vote.

ORDINANCE 22-07: Paul Davis/Jim Burdick moved to approve the second reading and adopt City of Edgerton Ordinance 22-07: Adopt an Amendment to the 2015 City of Edgerton Comprehensive Plan for the area known as the unplatted area south of the Orchard Heights Subdivision.

Aldersperson Burdick stated he would support an increase to the amended area from 7 acres to 10 acres. Attorney Morgan stated if that type of change would require, the approval process to start at the beginning with another public hearing.

Aldersperson Paul Davis felt a map of the amended area should be included with the ordinance.

Paul Davis withdrew his motion to approve Ordinance 22-07.

A Paul Davis/Jim Burdick motion to postpone approving City of Edgerton Ordinance 22-07 and table all discussion passed on a 6/0 roll call vote.

RESOLUTION 22-22: A Candy Davis/Casey Langan motion to approve City of Edgerton Resolution 22-22: Terminating Tax Incremental District #8 passed on a 6/0 roll call vote.

RESOLUTION 23-22: A Sarah Braun/Casey Langan motion to approve City of Edgerton Resolution 23-22: Resolution Recognizing Lead in Drinking Water is a Public Health Hazard and Declaring a Commitment to Replace 100 Percent of Lead Service Lines Over the Next Five Years passed on a 6/0 roll call vote.

MAYOR APPOINTMENTS: A Candy Davis/Tim Shaw motion to approve the Mayor's recommendation of Denise Langan to the Library Board passed on a 6/0 roll call vote.

Being no other business before the Council, a Sarah Braun/Candy Davis motion to adjourn passed on a 6/0 roll call vote.

Wendy Loveland
City Clerk
Adopted November 21, 2022

Memo

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, by and between the City of Edgerton (the “City”) and the Edgerton School District (the “District”) (collectively the “Parties”) is entered into on this ____ day of _____, 2022.

Recitals

WHEREAS, the Parties wish to implement a School Resource Officer Program (“SRO Program”) in District schools; and

WHEREAS, the SRO Program is intended to provide a proactive approach to addressing problems and issues that youth in District schools experience which can lead to negative involvement with law enforcement officers; and

WHEREAS, the Parties desire to provide a safe educational environment, enhance communication, understanding; and provide positive relationships between law enforcement, schools, and youth in the community; and

WHEREAS, the Parties wish to enter into this Agreement to clearly outline the respective understandings and responsibilities of the parties under the SRO Program.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and District agree as follows:

(1) **School Resource Officer.**

- a) The City shall supply one school resource officer (“SRO”) who shall be primarily assigned to the Edgerton High School but may be asked to provide service to any District school.
- b) The SRO shall be a sworn law enforcement officer. When an SRO is initially assigned to the District, the City’s Chief of Police and the District’s Superintendent shall confer on that SRO’s assignment to the District, subject to review by the City’s Police Commission. The District’s Superintendent or designee shall meet with the City’s Chief of Police or his/her designee to resolve any disputes related to the selection of the SRO. In the event of an impasse regarding the selection of the SRO, the City’s Chief of Police shall have the final say as to the selection of the SRO, subject to the rights of the District provided by this Agreement.
- c) Notwithstanding any other provision of this Agreement, the SRO, while working as an SRO pursuant to this Agreement, is solely and exclusively an employee of the City of Edgerton Police Department and shall not be considered an employee of the District or its schools. Unless otherwise expressly and unambiguously stated to the contrary, all duties and

responsibilities attendant to the City's status as the SRO employer including payment of salary including overtime, worker's compensation insurance and provision of benefits shall be the City's responsibility.

- d) The District shall have the right to remove the SRO from assignment within the District in the reasonable discretion of the District's Superintendent.

(2) **School Resource Officer Duties.**

The SRO's duties shall encompass all duties of City of Edgerton police officers subject to all policies, rules and regulations of the City of Edgerton and Edgerton Police Department.

- a) **Primary Responsibilities** - Except as otherwise provided in this Agreement, the SRO shall report to his/her assigned school each day that school is in session at a predetermined time and shall be present and available for SRO duties during that time. The SRO will respond and investigate any evidence or allegation relating to violations of the law or threats to the public health or safety in accordance with his or her training and Police Department policy, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention. In general incidents not involving a real and immediate threat to a student, a teacher, or public safety, incidents involving public order offenses by students (including, but not limited to, disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon) do not warrant formal law enforcement intervention, but rather shall be considered student discipline matters and referred to the District Administration for a response. The SRO shall only be involved in student discipline matters at the direction of the District Administration. SRO are responsible for the majority of law enforcement activities occurring at the school during school hours. The SRO is not to issue school discipline or enforce District policies other than to the extent that such policies represent a violation of state law or City code. A determination of whether an activity raises to the level of a law enforcement activity should be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO. While enforcement is a role of SRO, alternatives to arrest should be used whenever possible.
- b) **Collaboration** - The SRO shall serve on school Threat Assessment Teams, regularly communicate with administration about safety and security concerns, and collaborate with school officials to conduct yearly safety assessments.
- c) **Fostering Positive School Climate/Crime Prevention** - One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional

resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities and make recommendations for changes to the District. Implementation of changes shall be in the discretion of the District.

- d) **Education** – The SRO will enroll and successfully accomplish the Basic School Resource Officer training program when available. The SRO will maintain certification throughout their tenure in this position. SRO will participate in the school community by providing or coordinating educational opportunities and providing presentations for students, staff, parents and other community members. The education provided or coordinated by the SRO will encompass the knowledge and experience associated with the role of a law enforcement officer. This education will be paid for by the City.

- e) **Activities** - The SRO shall cooperate and coordinate with the District’s School Principal(s) and other relevant staff to determine the SRO daily activities within the SRO respective school consistent with the purposes of this Agreement and the SRO duties as a law enforcement officer. Any disagreement or conflict shall be resolved by the Chief of Police in consultation with the School Principal and District Superintendent provided that District policies shall control in the absence of a compelling law enforcement concern (including personnel management concerns) that is fundamentally incompatible with a District policy. Daily activities may include:
 - 1. Keeping regular office hours and providing opportunities for students to meet with the SRO.
 - 2. Meeting with students, collaborating with administration and other school personnel and providing presentations to proactively address problems including those relating to alcohol, tobacco and other drug use, crime prevention and personal safety.
 - 3. Maintaining a visible presence at the SRO school.

- f) **Communication** - The City through the Chief of Police and Executive Police Command Staff and the District through the Superintendent, School Principals and other administrators agree to meet as needed to address any issues relating to the SRO program and to further define SRO duties.

(3) **Emergency Powers Unaffected.** Notwithstanding any provision in this Agreement to the contrary, the Chief of Police shall retain the authority to temporarily suspend the City’s participation in this program and reassign the police officer assigned to the program in the event the Chief of Police determines such suspension and reassignment are necessary for the health, welfare, safety and best interest of the community, or such is required by the City Council, City Ordinance, state law, or other exigent or compelling circumstances. In cases of a reassignment under this Section longer than a single incident per school year of no more than two consecutive workdays from the school, the District shall not be charged for wages and benefits for those days.

This section does not affect the renewal provisions of this Agreement.

(4) **Payment for Services.** The District agrees to reimburse the City seventy-five percent (75%) of each SRO officer's salary and fringe benefits (FICA, retirement, workers compensation, health insurance, dental insurance, life insurance, holidays and sick leave). Additionally, the District shall reimburse the City one hundred percent (100%) of the SRO's overtime incurred at the direction of the District's Superintendent or designee. Auto equipment, maintenance and supplies will be the responsibility of the City, as will be the clothing and uniform allowance. If during the periods of this Agreement the contract between the City and the bargaining unit for sworn officers of the City police department changes the SRO's salary and fringe benefits described above, the District agrees to reimburse the City based upon any changes in that collective bargaining agreement. The City agrees to provide an estimated amount of the District's annual expenses under this contract at the time of signing and any time that estimated amount changes. The City shall invoice the District for those hours that the SRO is assigned to the District. The City shall invoice the District no more frequently than every four (4) weeks.

(5) **Absences.** The SRO or Police Department shall promptly notify the School Principal in the event the SRO will be unavailable to his or her assigned school because of illness, required training or other reason. When the SRO is absent, the Police Department will provide an alternate SRO to the school district if Department staffing levels permit. Otherwise, the City will provide a point of contact to the District should law enforcement matters arise in the District during the SRO's absence.

(6) **Records.** All records in the possession, custody and control of the SRO shall be deemed law enforcement records and the SRO and City shall be solely responsible for the custody, maintenance, retention and production of such records. Records created by the SRO may include body camera recordings from body cameras worn by the SRO. Use of body camera equipment shall be used for law enforcement purposes only.

(7) **Confidentiality.** The City and the District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information with the Police Department to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the District as permitted by Wis. Stat. § 938.396(1).

For purposes of SRO access to education and pupil records, the District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g, and in accessing pupil

records under Wis. Stat. § 118.125(2)(d). The District may provide the SRO with access to education and pupil records information maintained by the District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

(8) **District Review of SRO Performance.**

Each District Principal will provide to the Chief of Police, in December of each year, a performance evaluation report of the SRO(s) assigned to their building. The evaluation shall be in a format mutually agreed upon by the District Principals and the Chief of Police.

(9) **Term and Renewal.** This Agreement commences the date last executed by the Parties and is intended to expire on June 30, 2027. This Agreement will automatically be renewed for each school year unless either party provides written notice to the other on or before the July 1st immediately preceding the start of any school year indicating its decision not to continue or renew this Agreement. Additionally, either party can provide at least 60 days of written notice of termination of the agreement to the other. This Agreement will then end at the date specified in such notice.

(10) **Liability and Indemnity.**

- a) Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its own officers, employees, officials, agents, representatives and members.
- b) Each party shall provide proof of liability insurance as set forth below and name the other party as an additional insured on their respective liability policies:
 - General Liability
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$1,000,000 general aggregate
 - Auto Liability Insurance
 - \$1,000,000 Combined Single Limit
 - Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000

- Workers Compensation Statutory Limits with a waiver of subrogation in favor of the District.
- c) The Parties agree that, by virtue of entering into this Agreement, no participating party is assuming any liability associated with or any role in supervising or directing the activities, programs or operations of any of the other participating parties, and nothing in this Agreement is intended to create any relationship of third-party beneficiary, principal or agent, joint venture, partnership or similar association. At all times during the term of this Agreement, to the fullest extent allowed by the laws of Wisconsin, each participating party shall indemnify, hold harmless and defend the other party to this Agreement against any and all liability, loss, damages, costs or expenses, including court costs and attorneys' fees, which the party to the Agreement may sustain, incur or be required to pay by reason of any acts or omissions of the indemnifying participating party or its employees, volunteers or agents, that are in any way related to this Agreement. This section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from acts or omissions of the party seeking indemnification, its officers, employees, or representatives.
- d) Nothing contained within this Agreement is intended to be a waiver or estoppel of either party or their insurer to rely upon the limitations, defenses, and immunities afforded to the party by Wisconsin Law. To the extent that indemnification is available and enforceable, neither the party nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal and other governmental claims established by Wisconsin Law.

(11) **Good Faith.** Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

(12) **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In the event that any provision is invalid or enforcement or compliance therewith has been restrained as above set forth, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

(13) **Entirety of Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by each party.

(14) **Draftsman.** This Agreement is the result of an arm's length negotiation and in resolving any ambiguity in this Agreement, none of the parties hereto shall be deemed to have been the draftsman hereof.

(15) **Headings.** Paragraph headings have been inserted for the convenience of reference only. If there shall be any conflict between any such heading and the text of this Agreement, the text shall

have control.

(16) **Force Majeure.** The participating parties are excused from performance to the extent and for the period that required performance is prevented, delayed or hindered by a force majeure occurrence. A force majeure occurrence is defined herein as a situation in which the performance of any obligation under this Agreement by either party hereto is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, each party shall not be responsible to the other party for failure or delay in performance of its obligations under this Agreement. Each party hereto shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not excuse, but merely suspend, any party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist; provided, however, that in the event that such condition extends past the expiration date set forth in this Agreement, and the District does not desire to continue with the engagement contemplated by this Agreement after such condition ceases to exist, it may terminate this Agreement by written notice in accordance with the terms and conditions of this Agreement.

(17) **Authority.** By signing below, each person hereby represents that he or she has the authority to sign this Agreement and bind the party to adhere to its terms.

(Signatures on next page)

Dated this _____ day of _____, 2022.

CITY OF EDGERTON

Chris Lund, Mayor

Ramona Flanigan, City Administrator

EDGERTON SCHOOL DISTRICT

Dennis Pauli, Superintendent

TO: Common Council

FROM: Ramona Flanigan

MEETING DATE: November 21, 2022

GENERAL DESCRIPTION

Description of Request: Approval of a zoning change from M-1 Light Industrial to M-2 General Industrial .

Location: Edgerton Business Park

- Lot at NW corner of Wisconsin Drive known as LOT 1 CSM 10027 CS58/252 & 253 (051234195102) (lot #1 on the attached map) and
- Lot at NW corner of Gateway Lane known as LOT 4 CSM 14129 CS95/163 & 165 (051235294002) (lot #7 on the attached map)

Applicant: City of Edgerton

Current Zoning/Land Use: M-1 / Business Park land for sale

STAFF REVIEW COMMENTS

Staff has reviewed the petition for planning issues in accordance with the Edgerton Zoning and Subdivision Ordinances and has the following comments:

Rezone

1. The subject parcels, located in the Edgerton Business Park, are zoned M-1 Light Industrial. The petitioner proposes to rezone the subject parcels to M-2 General Industrial District to allow for a greater range of uses for these two “rear” parcels in the Business Park. The parcels are considered the two rear parcels because they do not have frontage on the main street in the Business Park and are therefore less visible making more intense land uses less concerning.

The most significant differences land use differences between M-1 and M-2 are: commercial outdoor display, vehicular repair and maintenance, outdoor commercial entertainment, outdoor maintenance service, outdoor storage, personal storage facilities, and heavy industrial land uses are allowed (many as either conditional or special uses) in the M-2 District but are not allowed in the M-1 District.

2. Zoning and land uses of adjacent parcels consist of the following: M-1 and A-1 to the east; M-1 to the south; and Town of Albion zoning jurisdiction for parcels to the north and west.

**CITY OF EDGERTON
ORDINANCE No. 22-08**

**AN ORDINANCE TO AMEND SECTION 22.210 “OFFICIAL ZONING MAP” OF
THE EDGERTON CODE OF ZONING ORDINANCES, CITY OF EDGERTON
ROCK AND DANE COUNTIES, WISCONSIN**

Aldersperson introduced the following Ordinance and moved its adoption:

WHEREAS the Plan Commission has held a public hearing, reviewed the zoning changes and recommends the Common Council approve the changes, and

WHEREAS the Common Council has reviewed the recommendation and concluded that the zoning change supports the following finding of fact:

The potential public benefits of the proposed rezoning outweigh any and all potential adverse impacts of the proposed rezoning.

WHEREAS the Common Council has the final authority to approve all zoning changes,

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of Edgerton, Rock and Dane Counties, Wisconsin, do ordain as follows:

SECTION 22.210 “Official Zoning Map” shall be amended for the approval of a zoning change from M-1 Light Industrial District to M-2 General Industrial District for the following Lots: Wisconsin Drive LOT 1 CSM 10027 CS58/252 & 253 (051234195102 and Gateway Ln Lot 4 CSM 14129 CS95-163 & 165 (051235294002) in the Edgerton Business Park into conformance with zoning regulations.

This Ordinance shall be in full force and effect after its passage and publication.

Seconded by Aldersperson:

Roll Call: Ayes: Noes:

Public Hearing: November 14, 2022

1st Reading: November 21, 2022

2nd Reading:

Christopher W. Lund, Mayor

Adoption:

Published:

Dated:

Wendy Loveland, City Clerk

STATE OF WISCONSIN)

)SS.

COUNTY OF ROCK)

I, Ramona Flanigan, City Administrator, City of Edgerton, Rock and Dane Counties, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the ordinance adopted by the Common Council of the City of Edgerton at its regular meeting the 7th day of March, 2022.

Ramona Flanigan, City Administrator

EDGERTON BUSINESS PARK TAX
PARCEL NUMBER INFORMATION:

Phase II

Lot #7
15.5 ac
#221/0512-352-9010-2

Phase I

SOLD
Sav-A-Lot

EASEMENT

Lot #1
4.4 ac
#221/0512-341-9510-2

SOLD
AM Mailing

#221/0512-341-9680-3
Lot #2
3.0 ac

SOLD
LARGE
DIGITAL
FORMAT

Lot #4
6ac
#221/0512-341-9745-2

Lot #5
5.1 ac
#221/0512-341-9841-2

Lot #6
7.9 ac
#221/0512-352-9160-2

Hwy 51

Wisconsin Dr.

Interstate Blvd.

Lake Dr.

TO: Edgerton Plan Commission

FROM: Ramona Flanigan

MEETING DATE: November 14, 2022

GENERAL DESCRIPTION

Address: Watts Springs Park Rd in Section 11 of the Town of Fulton

Applicant: Water's Edge Vacation LLC

Parcel Size: 16,000 sq ft

Description of Request: Approval of an extraterritorial certified survey map to combine existing lots.

STAFF REVIEW COMMENTS

Staff has reviewed the petition for planning issues in accordance with the Edgerton Master Plan and has the following comments:

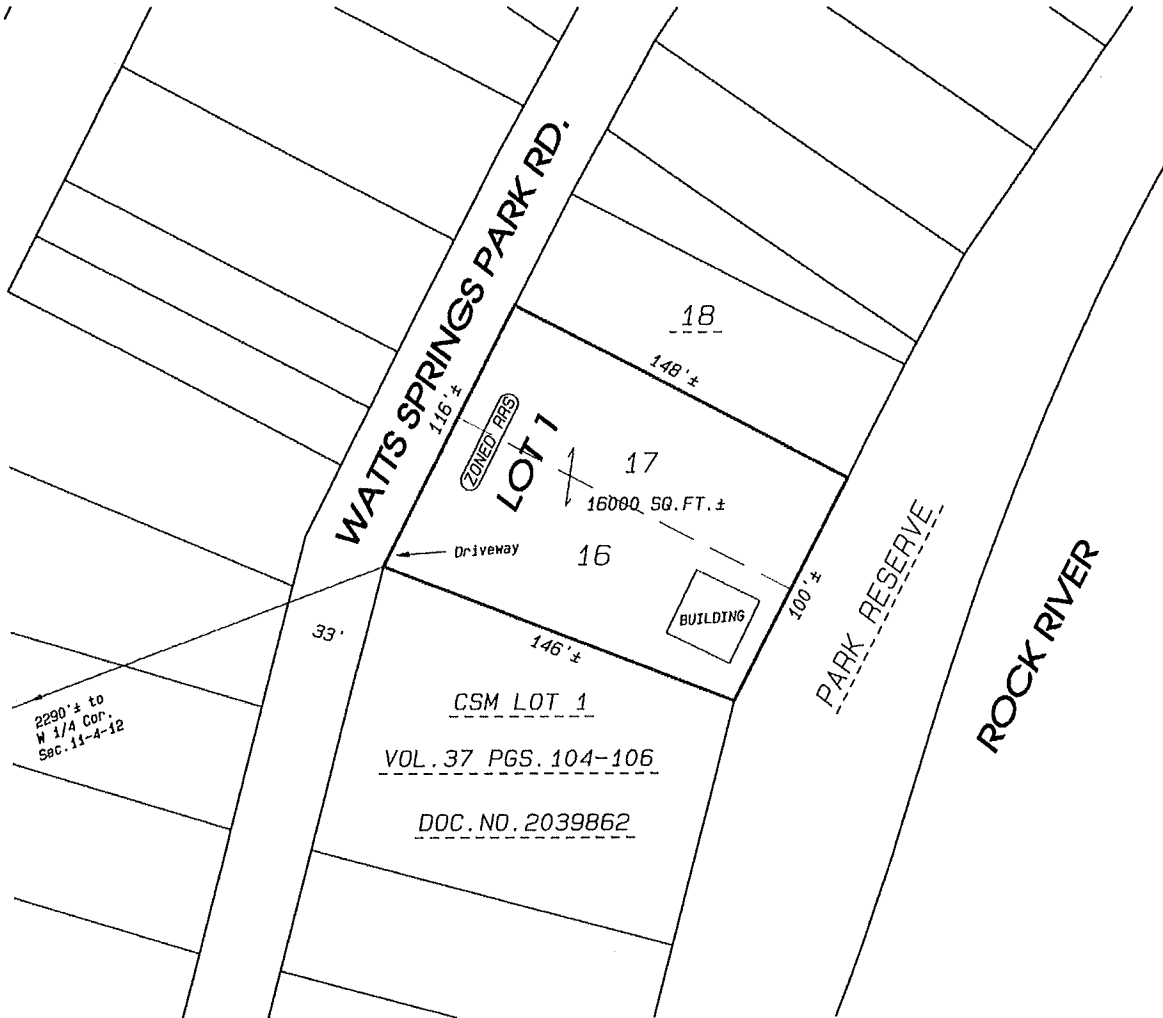
1. The proposed land division is within the City of Edgerton's extraterritorial zone. Therefore, the City has land division review authority.
2. The proposed land division combines 2 lots and does not create any additional lots.

STAFF RECOMMENDATION

Because the petitioner does not propose to create any additional lots with this land division, staff recommends the Plan Commission recommend the City Council approve the proposed land division.

PRELIMINARY CERTIFIED SURVEY MAP

LOTS 16 AND 17, WATTS' SPRINGS PARK AND LOCATED IN GOVERNMENT LOT 2 OF FRACTIONAL SECTION 11, T.4N., R. 12E. OF THE 4TH P.M., TOWN OF FULTON, ROCK COUNTY, WISCONSIN.



Date: October 19, 2022

NOTE: THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.

THE BASIS OF BEARINGS IS ASSUMED.

Project No. 122 - 489

For: WATER'S EDGE VACATIONS LLC

Combs & ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. Milwaukee St.
Janesville, WI 53548
www.combsurvey.com

tel: 608 752-0575
fax: 608 752-0534

ORDINANCE NO. 22-07
AN ORDINANCE TO ADOPT AN AMENDMENT TO THE
2015 CITY OF EDGERTON COMPREHENSIVE PLAN
FOR THE AREA KNOWN AS A PORTION OF THE UNPLATTED AREA SOUTH OF
ORCHARD HEIGHTS SUBDIVISION
OF THE CITY OF EDGERTON, WISCONSIN

Aldersperson _____ introduced the following Ordinance and moved its adoption:

The City Council of the City of Edgerton, Wisconsin, does ordain as follows:

SECTION 1. Pursuant to sections 62.23(2) and (3) and 66.1001 of Wisconsin Statutes, the City of Edgerton is authorized to prepare, adopt, and amend a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of Wisconsin Statutes.

SECTION 2. The City of Edgerton has prepared documentation entitled, "Amendment to the City of Edgerton Comprehensive Plan," as illustrated in Exhibit #1 attached to this Ordinance which will serve to amend the "City of Edgerton Comprehensive Plan" adopted in 2015.

SECTION 3. The City Council of the City of Edgerton has adopted and followed the written procedures outlined in the 2015 City of Edgerton Comprehensive Plan that are designed to foster public participation in the comprehensive plan amendment process as required by section 66.1001(4)(a) of Wisconsin Statutes.

SECTION 4. The Plan Commission of the City of Edgerton, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the City Council the adoption of the amendment to the "City of Edgerton Comprehensive Plan for the Area Known as a Portion of the Unplatted Area South of the Orchard Heights Subdivision".

SECTION 5. The City of Edgerton has held one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of Wisconsin Statutes and provided other opportunities for public involvement per its adopted public participation procedures.

SECTION 6: The City Council of the City of Edgerton, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled, "Amendment City of Edgerton Comprehensive Plan for the Area Known as a Portion of the Unplatted Area South of the Orchard Heights Subdivision" pursuant to section 66.1001(4)(c) of Wisconsin Statutes.

SECTION 7. This ordinance shall take effect upon passage by a majority vote of the members-elect of the City Council and publication/posting as required by law.

This Ordinance shall be in full force and effect after its passage and publication.

Seconded by Aldersperson _____

Roll Call: Ayes Noes

1st Reading: October 24, 2022

2nd Reading: November 21, 2022

Christopher Lund, Mayor

Adopted: November 21, 2022

Published: November 9, 2022

Dated: November 21, 2022

Christopher Lund, Mayor

STATE OF WISCONSIN)

)ss.

COUNTY OF ROCK)

I, Wendy Loveland, City Clerk, City of Edgerton, Rock and Dane Counties, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the ordinance adopted by the Common Council of the City of Edgerton at its regular meeting the 7th day of November, 2022.

Wendy Loveland, City Clerk

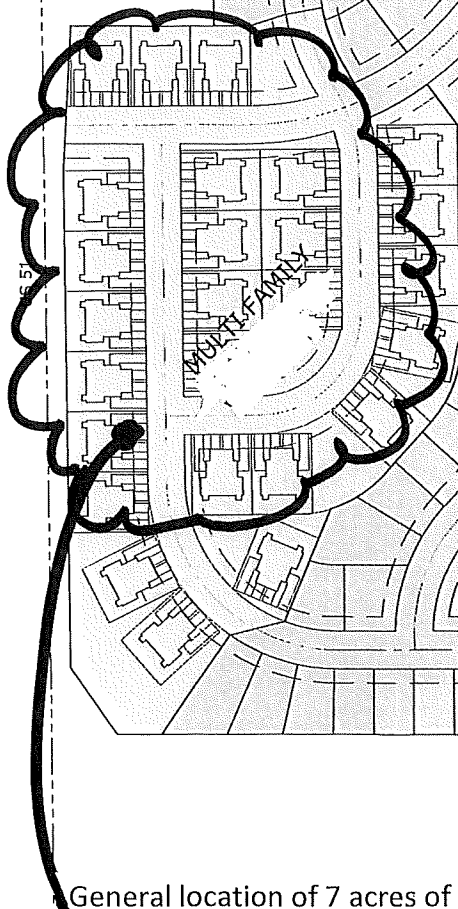
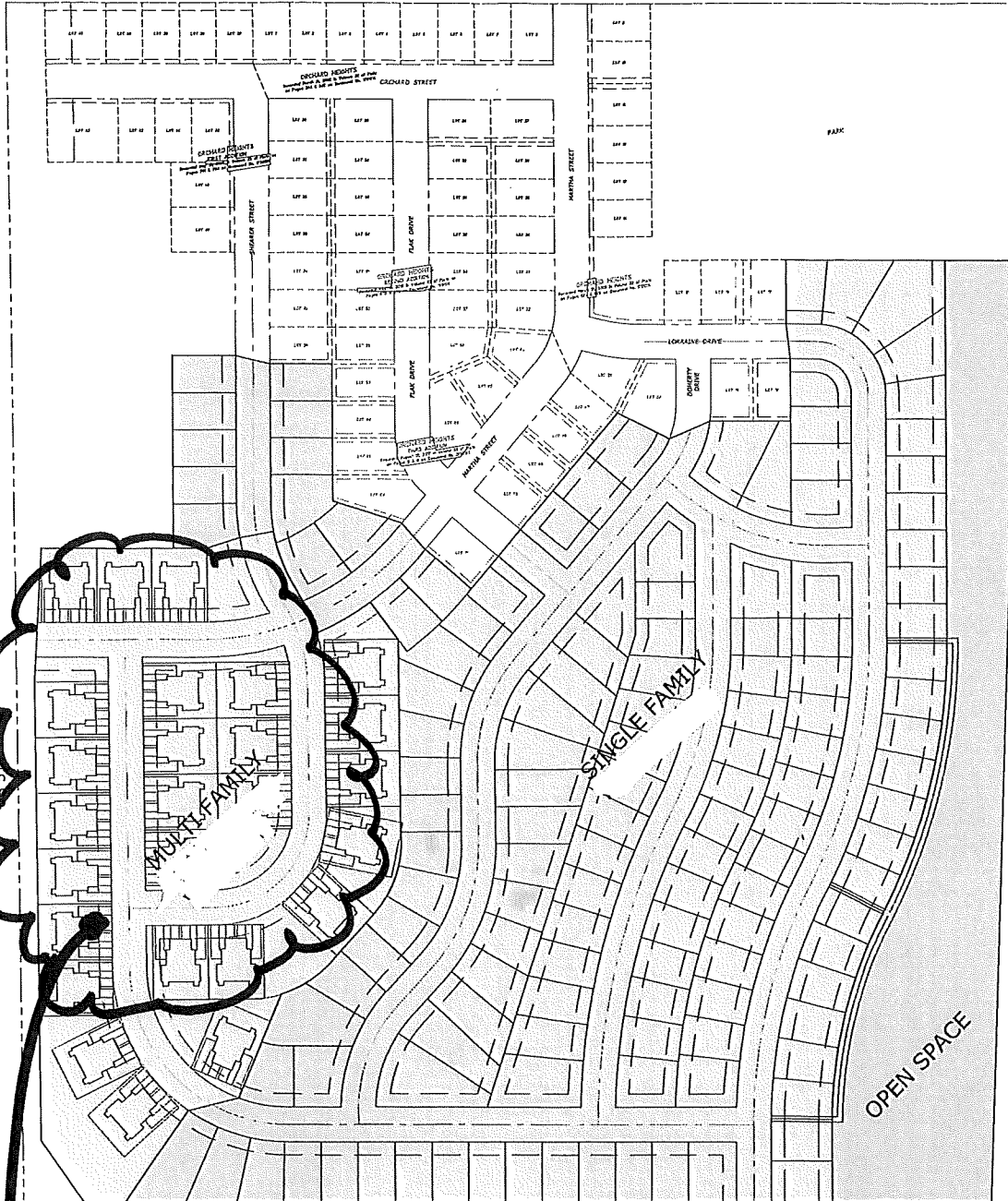
Exhibit #1

ARC DESIGN
RESOURCES INC.

5211 ZENITH PARADISE
SUITE 200 PARK A 41111
MOBILE, AL 36688
FAX: (251) 484-9327

www.arcdesign.com
ARC Design Firm License No. 14-001324

COMPREHENSIVE PLAN AMMENDMENT: ORCHARD HEIGHTS



General location of 7 acres of Multi-Family Residential land use.

Actual boundary of Multi-Family area to be approved as part of the zoning and platting process.