

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

Monday, December 16, 2019 at 7:00 p.m.

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, December 13, 2019.
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 December 2, 2019 Council meeting.
 - B. Consider approval of minutes from December 5, 2019 Jt. Council and RDA meeting.
7. Committee Reports:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider approval of licenses.
 - a. Consider Operator's License for Alexis Smith.
 - b. Consider Temporary Class "B" Beer License to Edgerton Chamber of Commerce for December 17, 2019.
 3. Consider adoption of City of Edgerton Resolution 26-19: 2020 Salary Resolution.
 - B. Utility Commission:
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
 - C. Plan Commission:
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
 2. Consider water easement reduction at 910 Rock River Road.
 3. Consider preliminary CSM near west side industrial park with Plan Commission's conditions.
 4. Consider adoption of City of Edgerton Resolution 27-19: Approving final CSM near west side industrial park.
8. Consider extension of purchase agreement for 407 N Main St.
9. Consider second reading and adoption of City of Edgerton Ordinance 19-09: To Amend Section 18.105 "Prohibiting the Use of Tobacco Products".

10. Consider second reading and adoption of City of Edgerton Ordinance 19-11: To Amend Chapter 20 "Building Regulations" to include commercial inspections.
11. Consider naming street west from Gear Drive.
12. Consider appointment of Election Workers.
13. Mayor, alderperson and staff reports.
14. Closed session pursuant to Wis. Stat. 19.85(1) (e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session." Discuss and consider potential sale of City property.
15. 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.

**DECEMBER 2, 2019 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

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

Present: David Esau, Candy Davis, Debbie Olson, Anne Radtke and Jim Burdick

Excused: Sarah Braun

Others Present: City Administrator Ramona Flanigan, City Clerk/Treasurer Cindy Hegglund, Utility Director Randy Oren, Police Chief Bob Kowalski, Library Director Kirsten Almo, Fire Chief Randy Pickering, City Attorney Bill Morgan, and the Edgerton Reporter.

Hegglund confirmed the meeting agendas were properly posted on Wednesday, November 27, 2019 at the Post Office, Edgerton Library and City Hall.

ACCEPT THE AGENDA: A Candy Davis/Debbie Olson motion to accept the agenda as posted passed, all voted in favor.

MINUTES: A Candy Davis/David Esau motion to approve the minutes from the November 18, 2019 Common Council meeting passed, all voted in favor.

COMMITTEE REPORTS:

Finance Committee: A Candy Davis/David Esau motion to approve the bills and payroll list in the amount of \$137,147.79 passed on a 5/0 roll call vote.

A Candy Davis/David Esau motion to approve the amended building inspection fee schedule passed on a 5/0 roll call vote.

A Candy Davis/David Esau motion to approve the building inspection contract with General Engineering passed on a 5/0 roll call vote.

A Candy Davis/David Esau motion to approve the sale of a wing plow to the highest bidder in the amount of \$985 passed on a 5/0 roll call vote.

A Candy Davis/David Esau motion to approve a "Parking for Food" program by donating 50% from each parking ticket paid in the months of December and January to the Edgerton Food Pantry passed on a 5/0 roll call vote.

A Candy Davis/David Esau motion to approve the first reading, waive the second reading and adopt City of Edgerton Ordinance 19-12: Amend Section 29.04 "License Required for Dogs and Cats" to increase the licensing fees passed on a 5/0 roll call vote.

ORDINANCE 19-09: Ordinance 19-09 regulates the use of tobacco products on public property. Attorney Morgan made some amendments to the language to Ordinance 19-09. He changed the original language to include all playgrounds and athletic fields, not just the Race Track Park area. He also added language to add any outdoor seating area or public gathering place. Morgan also

gave the option of alternative language. The alternative language would prohibit tobacco use in any vehicle; on any property owned or leased by the city; or any outdoor public gathering on City-owned property with the exception of designated smoking areas established by the person in charge of the event.

David Esau/Anne Radtke moved to approve the second reading and adopt City of Edgerton Ordinance 19-09 with the alternate language: To Amend Section 18.105 “Prohibiting the Use of Tobacco Products.

Mayor Lund asked Attorney Morgan if the changes were significant enough to postpone adopting the motion until the Council could have a third reading. Morgan suggested the Council could table the original motion to discuss the issue at the next meeting.

A Debbie Olson/David Esau moved to table Ordinance 19-09 until the next Council meeting. The motion passed on a 5/0 roll call vote.

ORDINANCE 19-10: A Candy Davis/Anne Radtke motion to approve the second reading and adopt City of Edgerton Ordinance 19-10: To Create Section 16.47 “Bullying” passed on a 5/0 roll call vote.

ORDINANCE 19-11: A Candy Davis/Jim Burdick motion to introduce and approve the first reading of City of Edgerton Ordinance 19-11: To amend Chapter 20 “Building Regulations” to include commercial inspections passed on a 5/0 roll call vote.

DECLARATION: A Debbie Olson/David Esau motion to adopt the City of Edgerton Declaration recognizing the last Friday in April as Arbor Day passed on a 5/0 roll call vote.

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

Cindy Hegglund/wl
City Clerk-Treasurer
Adopted December 16, 2019

**DECEMBER 5, 2019 JOINT COMMON COUNCIL
AND RDA MEETING MINUTES
CITY OF EDGERTON**

Mayor Christopher Lund called the Council to order at 6:00 p.m.

Present: David Esau, Candy Davis, Ann Radtke, and Jim Burdick. Debbie Olson arrived at 6:03 pm.

Excused: Sarah Braun.

Chair Jim Kapellen called the RDA to order at 6:00 p.m.

Present: Chris Lund, Candy Davis, Jim Kapellen, Ron Webb, and Terry Dickinson.

Absent: Jason Price, Kevin Slagg, and Jim Schultz.

Others Present: City Administrator Ramona Flanigan, Clerk-Treasurer Cindy Hegglund, and Utility Director Randy Oren.

Hegglund confirmed the meeting agendas were properly posted on Tuesday, December 3rd and amended agendas were posted later the same day at the Post Office, Edgerton Library and City Hall.

RDA: Flanigan reported an application for a façade grant was been submitted for 2 W Fulton St. The property owner wishes to repair holes in the masonry, repair the fascia and soffit, and paint the N Main St. side of the building. The application is for a regular façade grant.

A Candy Davis/Terry Dickinson motion to recommend to Council approvals of a Façade Grant for 2 W Fulton St in the amount of \$1,960 passed on a 5/0 roll call vote.

Council: A Candy Davis/Debbie Olson motion to approve a façade grant for 2 W Fulton St in the amount of \$1,960 passed on a 5/0 roll call vote.

A Jim Burdick/David Esau motion to approve a new Class “B” Beer and Class “C” Wine license to Sustain Edge Marketing, 20 S Main St, Sarah Braun agent passed on a 5/0 roll call vote.

CLOSED SESSION: Chris Lund/Candy Davis moved for the RDA and Jim Burdick/Debbie Olson moved for the Council to go into closed session pursuant to Wis. Stat. 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session.” Discuss and consider 407 N Main St potential property development.

The motion passed RDA on a 5/0 roll call vote.

The motion passed Council on a 5/0 roll call vote.

Being no other business before the RDA, a Chris Lund/Candy Davis motion to adjourn at 7:35 pm passed, all voted in favor.

Being no other business before the Council, a Debbie Olson/Candy Davis motion to adjourn at 7:35 pm passed, all voted in favor.

Cindy Hegglund
City Clerk-Treasurer

Adopted by RDA

Adopted by Council on December 16, 2019

TO: Edgerton Plan Commission

FROM: Ramona Flanigan

MEETING DATE: December 16, 2019

GENERAL DESCRIPTION

Description of Request: Request to vacate a portion of a water main easement

Location: East of 910 Rock River Road

Applicant: City of Edgerton

STAFF DISCUSSION

The City currently has a water main easement over the area shown on the attached map. The owner of 910 Rock River Road has requested the easement be reduced from 80' to 66' wide. A 66' wide easement is adequate for the maintenance and access to the water main. The Utility Director does not object to the easement reduction. The owner is requesting the easement reduction to ensure the existing barn is not in the easement and to provide some setback between a future road within the easement and the existing house.

R/W LINE

S.T.H. "59"

HWY 59

PT = 64+85.05

P/M LINE

Existing Barn

REMOVE AND REPLACE FENCE (INCIDENTAL)

INSTALL: 12" x 6" M.J. TEE
12" GATE VALVE W/BOX
6" GATE VALVE W/BOX
15 L.F. 6" HYDRANT BRANCH
HYDRANT 6-1/2' BURY

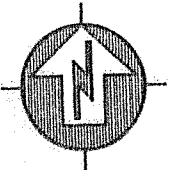
INSTALL: 12" 22.5' M.J. BEND

Existing 80' Water Main Easement. Possible Future Road

REMOVE EXISTING GRAVEL PAVEMENT—RESTORE WITH GRAVEL REPLACEMENT TYPE "E"

Existing House

RESTORE DISTURBED AREAS SOUTH OF EXISTING FENCE WITH LAWN REPLACEMENT TYPE "C"



RIVER RD.

REMOVE EXISTING ASPHALT PAVEMENT—RESTORE WITH ASPHALT REPLACEMENT TYPE "D"

ASPHALT DRIVE

ASPHALT DRIVE

REMOVE EXISTING PLUG
INSTALL: 10" GATE VALVE
W/BOX
10" x 12" M.J.
REDUCER

GRASS

6+00

5+00

4+00

3+00

2+00

1+00

0+00

ASPHALT

GRASS

GRASS

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TO: Edgerton Plan Commission

FROM: Staff

MEETING DATE: December 16, 2019

GENERAL DESCRIPTION

Description of Request: Approval of a Preliminary and Final two lot Certified Survey to allow the creation of two lots

Location: West of Westside Industrial Park

Applicant: TJN Enterprises, LLC/City of Edgerton

Current Zoning/Land Use: M-2/agriculture

Parcel Sizes: 6.9 acres and 4 acres

STAFF REVIEW COMMENTS

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

1. The proposed land division will divide the existing parcel into two parcels. The owner intends to sell lot #2 to the City. The City plans to prepare the parcel for business development. The CSM dedicates a street right of way to allow access and the future division of lot #2.

STAFF RECOMMENDATION

Staff recommends the Plan Commission recommend approval of the proposed Preliminary and Final two lot Certified Survey for the parcel west of the Westside Industrial Park under the following conditions.

1. The final CSM includes all easements.

**CITY OF EDGERTON
RESOLUTION No. 27-19**

**A RESOLUTION APPROVING THE FINAL CERTIFIED SURVEY MAP TO
DIVIDE AN EXISTING PARCEL WEST OF WESTSIDE INDUSTRIAL PARK,
CITY OF EDGERTON, ROCK AND DANE COUNTIES, WISCONSIN.**

WHEREAS, the City of Edgerton and TJN Enterprises, LLC have petitioned for approval of a final certified survey map to divide an existing parcel west of the Westside Industrial Park to create two parcels and a street right of way; and

WHEREAS, the certified survey map of said lots has been reviewed by the Planning Commission and City Engineer; and

WHEREAS, the Planning Commission recommends its approval to the City of Edgerton Common Council with the following condition:

1. The final CSM indicates all easements.

NOW, THEREFORE BE IT RESOLVED, that the City of Edgerton Common Council approves the final certified survey map as presented with the conditions above.

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Dated: December 16, 2019

Christopher W. Lund, Mayor

ATTEST

Ramona Flanigan, City Administrator

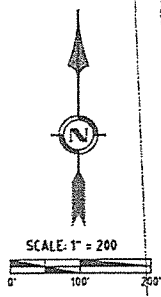
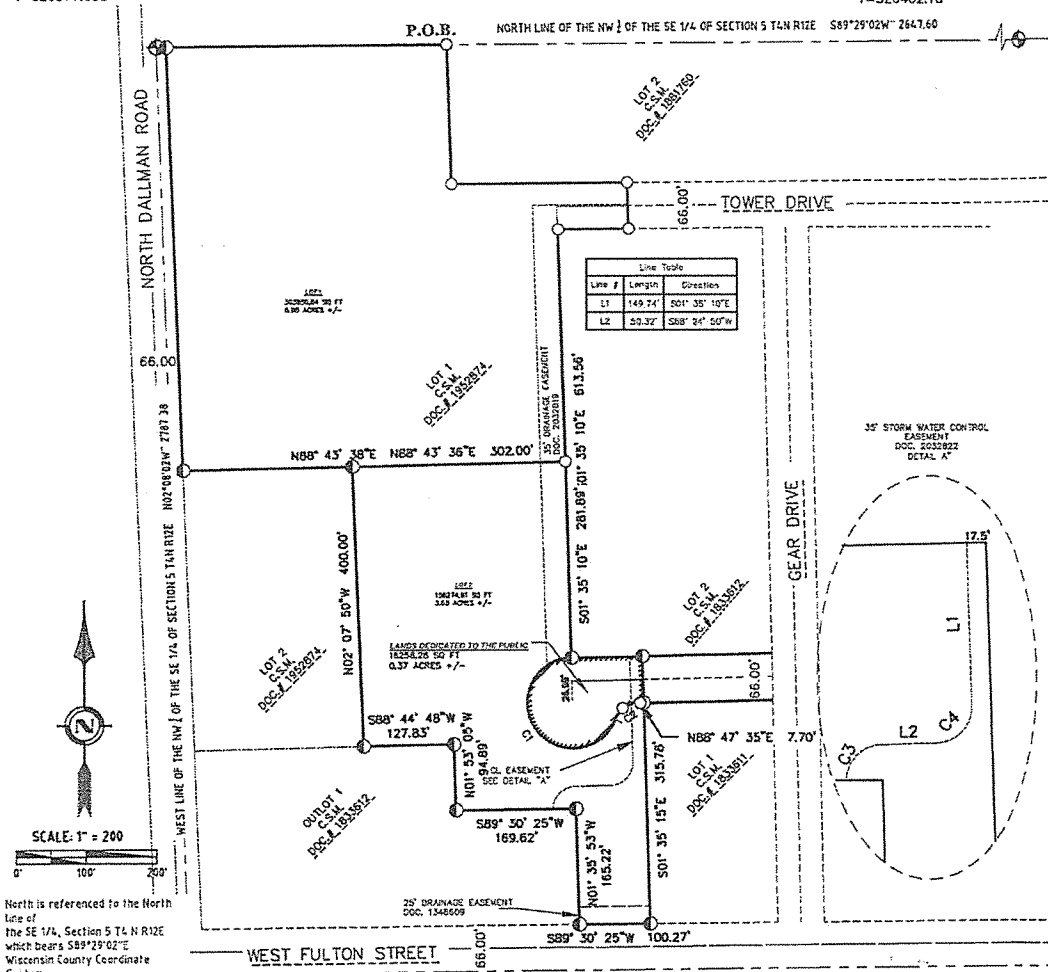
I:\Clients-Modan\VE\4884 Edgerton City of\889 West 554 Industrial Street Extension\00 Cad\0001\Survey\USM\Cad\Drawn Com.dwg 17/11/19 11:04:32 AM

CERTIFIED SURVEY MAP NO. _____ VOLUME _____, PAGE _____

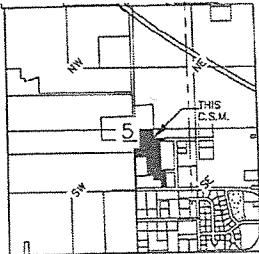
A RE-DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP AS RECORDED
AS DOCUMENT 1952874, OF SECTION 5, TOWNSHIP 4 NORTH,
RANGE 12, EAST, CITY OF EDGERTON, ROCK COUNTY, WISCONSIN

CENTER OF SECTION 5
TOWNSHIP 4 NORTH,
RANGE 12 EAST
FOUND 3/4" REBAR STAKE
X=471994.535
Y=326377.693

EAST 1/2 SECTION 5
TOWNSHIP 4 NORTH,
RANGE 12 EAST
FOUND ALUMINUM CAP
X=474643.00
Y=326402.10



North is referenced to the North
line of
the SE 1/4, Section 5 T4 N12E
which bears S89°29'02"E
Wisconsin County Coordinate
System
(Rock County)

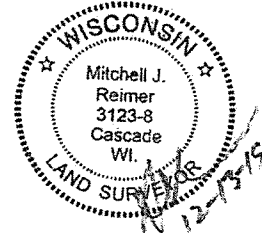


NW 1/4 OF THE SE 1/4 SECTION 5
T5N R12E
1"=3000'
OWNER/PREPARED FOR:
TJN ENTERPRISES LLC
11 Catlin Street
Edgerton, WI 53534

| Curve # | Length | Radius | Central Angle | Chord Length | Chord Bearing |
|---------|---------|--------|---------------|--------------|---------------|
| C1 | 276.41' | 64.00' | 247° 27' 18" | 108.45' | S35° 08' 45"E |
| C2 | 42.52' | 36.00' | 67° 35' 59" | 40.09' | N54° 57' 36"E |
| C3 | 50.40' | 32.50' | 88° 51' 14" | 45.80' | S43° 57' 00"W |
| C4 | 51.05' | 32.50' | 90° 20' 00" | 43.96' | N43° 24' 48"E |

LEGEND

- Road Dedication
- Government Corner (As Noted)
- Found 3/4" Rebar Stake
- Set 3/4" x 18" Rebar Weighing 1.502 Pounds/Lineal Foot
- Recorded As



Mitchell J. Reimer
Cedar Corporation
W61 N497 Washington Ave
Cedarburg, Wisconsin 53012
SHEET 1 OF 3 SHEETS

Memo

To: Common Council
From: Staff
Date: 12/13/2019
Re: December 16, 2019 Meeting

Naming a street: On rare occasion the City has the opportunity to name a street. With the purchase of the lot from Nelson Young on the west side Industrial Park, a new street will be created to serve the lot. Because the City is building the street, the City gets to name it.

Amendment to purchase agreement for 407 N Main Street: Included in your packet is an amended agreement extending the purchase date for 407 N Main Street to March 31, 2020. The extra time will allow for the completion of the phase 2 soils analysis. In addition to the date change, the agreement has the following modifications: increases the maximum carrying costs the city would owe the owner from \$8,000 to \$12,000 and include snow removal in the definition and requires the City pay for title insurance and recording fees.

Ordinance 19-09 Tobacco: Included in your are packet two alternative ordinances. Alternative A prohibits tobacco use on city owned property (except for streets) under most circumstances. Alternative B generally prohibits tobacco use within certain distances (generally 25') from public buildings, playgrounds, and gatherings of people.

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

This **Amended Memorandum of Understanding** (“Memorandum”) is made this ___ day of ~~June~~December ___, 2019 by and between City of Edgerton, a Wisconsin municipal corporation, (the “City” or “Buyer”) and WIS-TEK, LLC., a Wisconsin limited liability corporation, (the “WIS-TEK” or “Seller”) (collectively, the “Parties”).

RECITALS

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

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

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

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

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

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

AGREEMENT

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

Section 2. Consideration. The base purchase price of the Property shall be \$250,000.00 (Two Hundred Fifty Thousand and 00/100 Dollars) (“Purchase Price”). The City agrees to reimburse the Seller for up to ~~\$8,000~~12,000.00 of “carrying costs” which may accrue from September 30, 2019- ~~December~~ March 31, 2019~~20~~. For the purpose of this Agreement, Carrying Costs include: prorated taxes, utility costs (water, sewer, stormwater, power), snow removal, and insurance costs. Seller will provide documents itemizing eligible costs before reimbursement.

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

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

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

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

Section 6. Document Review Contingency.

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

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

Section 7. Buyer's Contingencies.

A. Buyer's obligations under this Purchase Agreement are contingent upon Buyer's satisfaction or waiver of the following contingencies (each individually, a "Contingency," and collectively, the "Contingencies") on or before ~~December 31~~ March 1, 2019 ("Contingency Period"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Razing of Structure. The Seller understands that in order to complete a Phase II evaluation of the Property that the structure ~~may needed~~ to be razed. ~~If the City elects to proceed with such an evaluation, the City shall provide notice to the Seller by email and first class mail as provided herein no less than 30 days prior to such razing. The Seller waives any additional right to notice and agrees that it shall not contest such a decision or action. The City shall bear the costs of any such undertaking in full and if there is no Closing, the City shall restore the site to a level, substantially debris free condition. In no circumstances shall City's costs in razing be assessed against the Seller. The Seller further releases the City from any liability or claims it may have, including for the loss of use of the Property, which may result from the razing of the structure, except however it does not release any claims it may incur as a result of claims made by unrelated third parties.~~

Section 10. Closing. Closing shall take place not later than ~~seventy-five~~ thirty (7530) days after waiver by City of the contingencies contained in Section 7. Seller shall pay

all state and county transfer fees. Buyer shall be responsible for; all title insurance fees including endorsements requested by Buyer and all recording fees.

~~**Section 11. (Reserved)Property Item Removal.** The Parties acknowledge that the Seller may desire to remove certain items, including equipment and items of architectural interest from the building after the effective date of this Agreement but prior to closing. If the Seller proposes to remove from the building any items, removal may occur only if the Seller provides a list of items to be removed and Buyer agrees. Removal of any items shall be done in such a manner as to not leave building in an unsafe or derelict condition. The Parties understand that such a removal may occur either before Close or in a reasonable period after Close. If the removal occurs after Close, Seller shall provide a release and indemnification acceptable to the Buyer protecting against any claims of injury or loss associated with the removal. Any removal after Close shall be done in a manner and time so as not to hamper or impede the Buyer's use of the Property or the further development thereof.~~

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

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

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

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

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

Christopher Lund, Mayor

Date

Ramona Flanigan, City Administrator

Date

CITY OF EDGERTON
ORDINANCE No. 19-09
(version A)

AN ORDINANCE TO AMEND SECTION 18.105 “PROHIBITING THE USE OF TOBACCO PRODUCTS” OF THE EDGERTON CODE OF GENERAL ORDINANCES, CITY OF EDGERTON ROCK AND DANE COUNTIES, WISCONSIN

Alderperson _____ introduced the following Ordinance and moved its adoption:

THE COMMON COUNCIL OF THE CITY OF EDGERTON, ROCK AND DANE COUNTIES, WISCONSIN, DO ORDAIN AS FOLLOWS:

18.105 PROHIBITING THE USE OF TOBACCO PRODUCTS IN THE CITY OF EDGERTON shall be repealed and recreated as follows:

- (1) **PURPOSE.** The Common Council finds that smoking tobacco products is hazardous to the health of both smokers and nonsmokers who are exposed to smoking. Reliable scientific studies, including studying conducted by the Surgeon General of the United States, have shown that breathing side-stream or secondhand smoke is a significant health hazard to nonsmokers, particularly to children, elderly people, individuals with cardiovascular disease, and individuals with impaired respiration function, including asthmatics and those with obstructive airway disease. Health hazards induced by breathing side-stream or secondhand smoke include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction, and bronchospasm. This Section is adopted for the purpose of protecting the public health, general welfare, safety and comfort of the people of the City of Edgerton.
- (2) **STATE STATUTES ADOPTED.** The provisions of Chapter 101.123 of the Wisconsin Statutes as amended by 2009 Wisconsin Act 12 relating to the prohibition of smoking in various enclosed places are hereby adopted and made part of this Code by reference.
- (23) **DEFINITIONS.**
 - (a) “Tobacco Products” has the meaning given in Section 139.75(12), Wisconsin Statutes and includes the following: cigarettes; cigars; snuff; chewing tobaccos; electronic smoking devices; and other kinds of tobacco suitable for chewing and/or smoking in a pipe or otherwise.
 - (b) “Use of Tobacco Products” means smoking, carrying or possessing a lighted tobacco product; chewing tobacco, or otherwise using a tobacco product for its intended purpose.
 - (c) “Electronic Delivery Device” means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other

product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately.

- (d) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.
- (e) "Person in Charge" means any owner, manager, operator, employee, and/or agent of an establishment or facility regulated by this Ordinance.

(43) USE OF TOBACCO PRODUCTS PROHIBITED IN CITY VEHICLES AND ON DESIGNATED PUBLIC AREAS/GROUNDS.

(a) In addition to the general smoking prohibition in Chapter 101, Wisconsin Statutes above, it shall be unlawful and a violation of this section for any person, whether employed by the City of Edgerton or a member of the public, to smoke or use tobacco products as follows:

1. In any City vehicle whether the vehicle is owned or leased by the City of Edgerton;
2. On any property owned or Leased by the City of Edgerton, including within any City owned or controlled public parks which have been posted.

(b) Exceptions.

1. Smoking shall be permitted at outdoor public gatherings or events on City-owned property only in such designated smoking areas as established by the person in charge. Such areas shall be provided in a location reasonably removed from the main gathering areas for the public.
2. It shall not be illegal to smoke on public sidewalks or on public right-of-ways unless such areas are part of a permitted public gathering (eg. Chili mania). In such cases, smoking shall only be permitted as provided in section 4 (b) 1. above.
3. Smoking on City-owned property which is leased to a third party shall be permitted as provided by the terms of the lease.

(45) RESPONSIBILITY OF PERSON(S) IN CHARGE.

- (a) No person in charge may allow any person to smoke in violation of this Ordinance at a location that is under the control or direction of the person in charge.
- (b) A person in charge may not provide matches, ashtrays, or other equipment for smoking at the location where smoking is prohibited.
- (c) A person in charge shall make reasonable efforts to prohibit persons from smoking at a location where smoking is prohibited by doing all of the following:
 1. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.
 2. Refusing to serve a person, if the person is smoking in a restaurant, tavern, or private club.
 3. Asking a person who is smoking to refrain from smoking and, if the person refuses to do so, asking the person to leave the location.

- (d) If a person refuses to leave a location after being requested to do so as provided in subsec. (c)3. the person in charge shall immediately notify an appropriate law enforcement agency of the violation.
- (e) A person in charge may take measures in addition to those listed in subsec. (b) and (c) to prevent persons from being exposed to others who are smoking or to further ensure compliance with this section.

~~(5) EXCEPTIONS. The prohibition against tobacco products does not apply to the following:~~

- ~~(a) a private residence;~~
- ~~(b) a retail tobacco store;~~
- ~~(c) a tobacco bar; or~~
- ~~(d) a retail electronic delivery device store.~~

(6) **PENALTY.** Penalties for violations shall be as provided in section 1.06. As prescribed by state statutes, a warning notice shall be issued to the person in charge for the first violation. A violation of this provision relating to the prohibition of smoking shall be not less than \$100 nor more than \$250 for each violation except that the forfeiture for a person in charge cannot exceed \$100 per day.

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

Seconded by Alderperson:

Roll Call: Ayes Noes

1st Reading:

2nd Reading:

Adopted:

Published:

Dated:

Christopher W. Lund, Mayor

Ramona Flanigan, City Administrator

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 ___ day of _____, 2019.

Ramona Flanigan, City Administrator

CITY OF EDGERTON
ORDINANCE No. 19-09
(version B)

AN ORDINANCE TO AMEND SECTION 18.105 “PROHIBITING THE USE OF TOBACCO PRODUCTS” OF THE EDGERTON CODE OF GENERAL ORDINANCES,
CITY OF EDGERTON ROCK AND DANE COUNTIES, WISCONSIN

Aldersperson _____ introduced the following Ordinance and moved its adoption:

THE COMMON COUNCIL OF THE CITY OF EDGERTON, ROCK AND DANE COUNTIES, WISCONSIN, DO ORDAIN AS FOLLOWS:

18.105 PROHIBITING THE USE OF TOBACCO PRODUCTS IN THE CITY OF EDGERTON shall be repealed and recreated as follows:

- (1) **PURPOSE.** The Common Council finds that smoking tobacco products is hazardous to the health of both smokers and nonsmokers who are exposed to smoking. Reliable scientific studies, including studying conducted by the Surgeon General of the United States, have shown that breathing side-stream or secondhand smoke is a significant health hazard to nonsmokers, particularly to children, elderly people, individuals with cardiovascular r disease, and individuals with impaired respiration function, including asthmatics and those with obstructive airway disease. Health hazards induced by breathing side-stream or secondhand smoke include lung cancer, respiratory infection, decreased respiratory function, decreased exercise tolerance, bronchoconstriction, and bronchospasm. This Section is adopted for the purpose of protecting the public health, general welfare, safety and comfort of the people of the City of Edgerton.
- (2) **STATE STATUTES ADOPTED.** The provisions of Chapter 101.123 of the Wisconsin Statutes as amended by 2009 Wisconsin Act 12 relating to the prohibition of smoking in various enclosed places are hereby adopted and made part of this Code by reference.
- (23) **DEFINITIONS.**

 - (a) “Tobacco Products” has the meaning given in Section 139.75(12), Wisconsin Statutes and includes the following: cigarettes; cigars; snuff; chewing tobaccos; electronic smoking devices; and other kinds of tobacco suitable for chewing and/or smoking in a pipe or otherwise.
 - (b) “Use of Tobacco Products” means smoking, carrying or possessing a lighted tobacco product; chewing tobacco, or otherwise using a tobacco product for its intended purpose.
 - (c) “Electronic Delivery Device” means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. The term electronic smoking device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other

product name or descriptor. The term electronic smoking device includes any component part of a product, whether or not marketed or sold separately.

- (d) “Service line” means any area indoors or outdoors which is open to the public in which one (1) or more persons are waiting in line to purchase, order or otherwise receive a service or good of any kind, whether or not the service involves the exchange of money, including, but not limited to ATM lines, concert lines, food vendor lines, movie ticket lines and sporting event lines or waiting for public transportation. The term “service line” does not include lines in which people wait in their vehicle such as a line for drive-through service or car wash.
- (e) “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.
- (e) “Person in Charge” means any owner, manager, operator, employee, and/or agent of an establishment or facility regulated by this Ordinance.

(43) USE OF TOBACCO PRODUCTS PROHIBITED IN CITY VEHICLES AND ON DESIGNATED PUBLIC AREAS/GROUNDS.

- (a) In addition to the general smoking prohibition in Chapter 101, Wisconsin Statutes above, it shall be unlawful and a violation of this section for any person, whether employed by the City of Edgerton or a member of the public, to smoke or use tobacco products as follows:
 1. in any City vehicle whether the vehicle is owned or leased by the City of Edgerton;
 2. in any City-owned or occupied building;
 3. within 25 feet of any City-owned building or City owned pavilion or similar structure;
 4. within 25 feet of the pool at Central Park;
 5. within 25 feet of ~~the baseball fields located at Racetrack Park~~ any public playground or public athletic field;
 6. within 25 feet of any entrance to a school;
 7. within 25 feet of any outdoor seating area for an outdoor theater, outdoor concert, or outdoor sporting, service line or other outdoor public gatherings or events on City-owned property. Where such events do not provide specific seating areas, designated smoking areas shall be provided in a location reasonably removed from the main observation area as established by the person in charge; or
78. on the City grounds surrounding the Veteran’s Memorial Building.

(5) RESPONSIBILITY OF PERSON(S) IN CHARGE.

- (a) No person in charge may allow any person to smoke in violation of this Ordinance at a location that is under the control or direction of the person in charge.
- (b) A person in charge may not provide matches, ashtrays, or other equipment for smoking at the location where smoking is prohibited.

- (c) A person in charge shall make reasonable efforts to prohibit persons from smoking at a location where smoking is prohibited by doing all of the following:
 1. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.
 2. Refusing to serve a person, if the person is smoking in a restaurant, tavern, or private club.
 3. Asking a person who is smoking to refrain from smoking and, if the person refuses to do so, asking the person to leave the location.
- (d) If a person refuses to leave a location after being requested to do so as provided in subsec. (c)3. the person in charge shall immediately notify an appropriate law enforcement agency of the violation.
- (e) A person in charge may take measures in addition to those listed in subsec. (b) and (c) to prevent persons from being exposed to others who are smoking or to further ensure compliance with this section.

~~(5) EXCEPTIONS. The prohibition against tobacco products does not apply to the following:~~

- ~~(a) a private residence;~~
- ~~(b) a retail tobacco store;~~
- ~~(c) a tobacco bar; or~~
- ~~(d) a retail electronic delivery device store.~~

~~(6) PENALTY. Penalties for violations shall be as provided in section 1.06. As prescribed by state statutes, a warning notice shall be issued to the person in charge for the first violation. A violation of this provision relating to the prohibition of smoking shall be not less than \$100 nor more than \$250 for each violation except that the forfeiture for a person in charge cannot exceed \$100 per day.~~

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

Seconded by Alderperson:

Roll Call: Ayes Noes

1st Reading:

2nd Reading:

Adopted:

Published:

Dated:

Christopher W. Lund, Mayor

Ramona Flanigan, City Administrator

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 ___ day of _____, 2019.

Ramona Flanigan, City Administrator

**CITY OF EDGERTON
ORDINANCE No. 19-11**

**AN ORDINANCE TO AMEND SECTION 20.01 THROUGH 20.08 “BUILDING
REGULATIONS” OF THE EDGERTON CODE OF GENERAL ORDINANCES,**

CITY OF EDGERTON ROCK AND DANE COUNTIES, WISCONSIN

Alderperson _____ introduced the following Ordinance and moved its adoption:

THE COMMON COUNCIL OF THE CITY OF EDGERTON, ROCK AND DANE COUNTIES,
WISCONSIN, DO ORDAIN AS FOLLOWS:

Sections 20.01 through 20.08 shall be amended to include new State Codes and commercial inspections. The amendments are as follows:

SECTION 20.01 APPLICATION OF PROVISIONS.

- (1) PURPOSE. The purpose and intent of this ordinance is to:
- (a) Exercise jurisdiction over the construction and inspection of new one- and two-family dwellings and commercial buildings including agricultural buildings, detached structures and detached accessory buildings.
 - (b) Exercise jurisdiction for additions and alterations of commercial and residential structures.
 - (c) Replacement of major building equipment including furnaces, central air conditioners, water heaters, electrical systems, plumbing systems, and any other major piece of equipment.
 - (d) Provide plan review and on-site inspections of one-and two-family dwellings, and commercial buildings by inspectors certified by the Department of Safety and Professional Services.
 - (e) Establish and collect fees to defray administrative and enforcement costs;
 - (f) Establish remedies and penalties for violations; and
 - (g) Establish use of the Wisconsin Uniform Building permit as prescribed by the Department of Safety and Professional Services.

SECTION 20.02 STATE CODES ADOPTED.

The administrative code provisions describing and defining regulations are hereby adopted and by reference made a part of this ordinance as if fully set forth herein. The following Chapters of the Wisconsin Administrative Codes shall be adopted and enforced by the City’s building inspector.

- (a) Chapter SPS 302.31 Plan review fee schedule
- (b) Chapter SPS 305 Credentials
- (c) Chapter SPS 316 Electrical Code
- (d) Chapters SPS 320-325 Uniform Dwelling Code
- (e) Chapter SPS 327 Campgrounds
- (f) Chapters SPS 361-366 Commercial Building Code
- (g) Chapters SPS 375-379 Buildings Constructed Prior to 1914
- (h) Chapters SPS 381-387 Uniform Plumbing Code

Any act required to be performed or prohibited by an administrative code provision incorporated herein by reference is required or prohibited by this ordinance. Any future amendments, revisions or modifications of the administrative code provisions incorporated herein are intended to be made part of this ordinance to secure uniform statewide regulations. A copy of these administrative code provisions and any future amendments shall be kept on file in the City Administrator's office.

SECTION 20.025 Certified Municipality Status

- (1) Certified Municipality. The City has adopted the Certified Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.
- (a) Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 - 1. Provide inspection of commercial buildings with certified commercial building inspectors.

2. Provide plan examination of commercial buildings with certified commercial building inspectors.
- b) Plan Examination. Drawings, specifications, and calculations for all the types of buildings and structures, except state-owned buildings and structures, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:
 1. A new building or structure containing less than 50,000 cubic feet of total volume.
 2. An addition to a building or structure where the area of the addition results in the entire building or structure containing less than 50,000 cubic feet of total volume.
 3. An addition containing no more than 2,500 square feet of total floor area and no more than one floor level, provided the largest roof span does not exceed 18 feet and the exterior wall height does not exceed 12 feet.
 4. An alteration of a space involving less than 100,000 cubic feet of total volume.
 5. A certified municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
 6. The Department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.
- c) Plan Submission Procedures. All commercial buildings, structures, and alterations, including new buildings and additions less than 25,000 cubic feet, require plan submission as follows:
 1. Building permit application
 2. Application for review - SBD-118
 - a. Fees per Table SPS 302.31-2 and SPS 302.31
 - b. Fees apply to all commercial projects
 3. Four sets of plans
 - a. Signed and sealed per SPS 361.31
 - b. One set of specifications
 - c. Component and system plans
 - d. Calculations showing code compliance.

The administrative code provisions describing and defining regulations

SECTION 20.03 DEFINITIONS.

- (1) ADDITION. "Addition" means new construction performed on a dwelling which increases the outside dimensions of the dwelling.
- (2) ALTERATION. "Alteration" means a substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.
- (3) DEPARTMENT. "Department" means the Department of Industry, Labor and Human Relations.
- (4) DWELLING. "Dwelling" means:
 - (a) Any building, the initial construction of which is commenced on or after the effective date of this ordinance, which contains one or two dwelling units, or
 - (b) An existing structure, or that part of an existing structure, which is used or intended to be used for a one- or two-family dwelling.
- (5) MINOR REPAIR. "Minor repair" means repair performed for maintenance or replacement purposes on any existing one- or two-family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection, or exterior aesthetic appearance, and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair (See Also Chapter 22.12).
- (6) ONE- OR TWO-FAMILY DWELLING. "A one or two-family dwelling" means a building structure which contains one or separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household, to the exclusion of all others.
- (7) PERSON. "Person" means an individual, partnership, firm or corporation.
- (8) UNIFORM DWELLING CODE. "Uniform Dwelling Code" means those administrative code provisions, and any future amendments, revisions, or modifications thereto, contained in the following chapters of the Wisconsin Administrative Code.

SECTION 20.04 METHOD OF ENFORCEMENT.

For the purpose of administering and enforcing the provisions of this ordinance and the Uniform Dwelling Code, the City shall establish the office of Building Inspector which shall be filled by that method prescribed under section 20.05 and Chapter 2.03(5) of this Municipal Code.

SECTION 20.05 BUILDING INSPECTOR.

- (1) **CREATION AND APPOINTMENT.** There is hereby created the office of Building Inspector. The Building Inspector shall be appointed in accordance with Chapter 2.03(4) of the Municipal Code. The Building Inspector shall be certified for inspection purposes by the Department in the required categories specific under SPS 305, Wisconsin Administrative Code; by the department in each of the categories specified, Wisconsin Administrative Code, and by the Department of Safety and Professional Services.
- (2) **SUBORDINATES.** The Building Inspector may appoint, as necessary, subordinates, which appointment shall be subject to confirmation by the Council. Any subordinate hired to inspect buildings shall be certified under Wisconsin Administrative Code, by the department.
- (3) **DUTIES.** The Building Inspector shall administer and enforce all provisions of this ordinance.
- (4) **POWERS.** The Building Inspector or an authorized certified agent may at all reasonable hours enter upon any public or private premises for inspection purposes, and may require the production of the permit for any building, plumbing, electrical or heating work. No person shall interfere with or refuse to permit access to any such premises to the Building Inspector or his/her agent while in the performance of his/her duties.
- (5) **RECORDS.** The Building Inspector shall perform all administrative tasks required by the Department.

SECTION 20.06 BUILDING PERMITS.

- (1) **BUILDING PERMITS REQUIRED.** No owner or contractor may commence construction of any building or mechanical system prior to obtaining a valid permit from the Building Inspector. Application for a building permit shall be made in writing upon that form, designated as the Wisconsin Uniform Dwelling Permit Application, furnished by the Department of Safety and Professional Services for 1 and 2 family homes. The municipality shall provide building permit forms for projects other than 1 and 2 family homes.
- (2) **REPAIRS AND ADDITIONS REQUIRING PERMIT.**
 - (a) Addition, alteration or repair to an existing one- or two-family dwelling, commercial building including agricultural buildings, detached structures, decks, or detached accessory buildings not deemed minor repair by the Building Inspector.
 - (b) Where any building or other structure is erected, moved or structurally altered so as to change its use or increase its floor area.
 - (c) Where 50 percent or more of the full assessed value of a structure is destroyed and it is being repaired or altered.
 - (d) For new accessory buildings.
 - (e) Alterations, replacement and/or remodeling to the building's heating, electrical or plumbing systems.
- (3) **CASES WHERE BUILDING PERMIT IS NOT REQUIRED.**
 - (a) For any improvements or alterations to an existing building in the amount of \$1,000 or less which shall not effect a structural change in use or encroach upon any yard or open space.
 - (b) For any maintenance repairs deemed minor.
- (4) **APPLICATION FOR BUILDING PERMIT.**

An application for Building Permit shall be made to the Building Inspector upon forms furnished. The applicant shall submit two (2) sets of plans for all new, repairs or additions to existing one- or two-family dwellings, commercial, detached structures and accessory buildings at the time that the building permit application is filed. The application shall include, for the purpose of proper enforcement of these regulations, the following data:

 - (a) An accurate map of the property, in duplicate and properly dimensioned showing:
 1. The boundaries of the property involved.
 2. The location of the centerline of any abutting streets or highways.
 3. The location of the lot of an existing building, proposed additions or proposed new buildings, including the measured distances between such buildings, and from the lot lines, and from the centerline of any abutting streets or highways to the nearest portion of such building.
 4. The high-water line of any stream or lake on which the property abuts.
 - (b) The use to be made of the building, structure, or land, and such other information as may be required by the Building Inspector for the proper enforcement of this chapter.
 - (c) Any other requirements of this chapter and Chapter 22 - Zoning Ordinance.
- (5) **ISSUANCE OF BUILDING PERMIT.**

If the Building Inspector finds that the proposed building or repair or addition complies with all City ordinances and the Adopted Building Codes in this chapter, the Inspector shall officially approve the application and a building permit shall be subsequently issued to the applicant. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept

on file with the City Administrator.

SECTION 20.07 FEES FOR BUILDING PERMITS AND INSPECTIONS.

Building permit fees and costs are set by the Common Council.

SECTION 20.08 VIOLATION AND PENALTIES.

- (1) Prohibition. No person, entity, or firm may construct, remodel, demolish, or repair any building in a manner which violates any provision or provisions of this ordinance.
- (2) Every person, firm, or entity which violates this code shall, upon conviction, forfeit not less than \$25.00 nor more than \$1,000 for each day of non-compliance, together with the costs of prosecution.
- (3) Violations discovered by the Building Inspector shall be corrected within 30 days, or more if allowed by the Inspector, after written notice is given. Violations involving life safety issues shall be corrected in a reasonable time frame established by the Building Inspector.
- (4) Compliance with the requirements of this ordinance is necessary to promote the safety, health, and well-being of the community and the owners, occupants, and frequenters of buildings. Therefore, violations of this ordinance shall constitute a public nuisance that may be enjoined in a civil action.

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

Seconded by Alderperson:

Roll Call: Ayes Noes

1st Reading:

2nd Reading:

Adopted:

Published:

Dated:

Christopher W. Lund, Mayor

Ramona Flanigan, City Administrator

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 ___ day of _____, 2019.

Ramona Flanigan, City Administrator

Marked up Version

CITY OF EDGERTON MUNICIPAL CODE
CHAPTER 20

BUILDING REGULATIONS

SECTION 20.01 -APPLICATION OF PROVISIONS.

~~(1) TITLE.~~ This ordinance shall be known as the one and two family dwelling code of the City of Edgerton.

- (1) ~~(2)~~ —PURPOSE. -The purpose and intent of this ordinance is to:
- (a) ~~(a)~~ Exercise jurisdiction over the construction and inspection of new one- and two-family dwellings and commercial buildings including agricultural buildings, detached structures and detached accessory buildings.
 - (b) Exercise jurisdiction for additions to existing one- and two-family dwellings; alterations of commercial and residential structures.
 - (c) ~~(b)~~ Replacement of major building equipment including furnaces, central air conditioners, water heaters, electrical systems, plumbing systems, and any other major piece of equipment.
 - (d) Provide plan review and on-site inspections of one- and two-family dwellings, and commercial buildings by inspectors certified by the Department of Industry, Labor Safety and Human Relations; Professional Services.
 - (e) ~~(e)~~ —Establish and collect fees to defray administrative and enforcement costs;
 - (f) ~~(d)~~ —Establish remedies and penalties for violations; and
 - (g) ~~(e)~~ —Establish use of the Wisconsin ~~uniform building~~ Uniform Building permit as prescribed by the Department of ~~Industry, Labor Safety and Human Relations; Professional Services.~~

SECTION 20.02 -STATE UNIFORM DWELLING CODE CODES ADOPTED.

~~—The administrative code provisions describing and defining regulations with respect to one- and two-family dwellings in Chapters Ind 20-25 of the Wisconsin Administrative Code, whose effective dates are generally June 1, 1980, are hereby adopted and by reference made a part of this ordinance as if fully set forth herein. -The following Chapters of the Wisconsin Administrative Codes shall be adopted and enforced by the City's building inspector.~~

- (a) Chapter SPS 302.31 Plan review fee schedule
- (b) Chapter SPS 305 Credentials
- (c) Chapter SPS 316 Electrical Code
- (d) Chapters SPS 320-325 Uniform Dwelling Code
- (e) Chapter SPS 327 Campgrounds
- (f) Chapters SPS 361-366 Commercial Building Code
- (g) Chapters SPS 375-379 Buildings Constructed Prior to 1914
- (h) Chapters SPS 381-387 Uniform Plumbing Code

Any act required to be performed or prohibited by an administrative code provision incorporated herein by reference is required or prohibited by this ordinance. -Any future amendments, revisions or modifications of the administrative code provisions incorporated herein are intended to be made part of this ordinance to secure uniform statewide ~~regulation of one- and two-family dwellings in this city of the State of Wisconsin; regulations.~~ A copy of these administrative code provisions and any future amendments shall be kept on file in the City Administrator's office.

SECTION 20.03 ~~DEFINITIONS.~~ 025 Certified Municipality Status

- (1) ~~(1)~~ —Certified Municipality. The City has adopted the Certified Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.

- (a) Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 - 1. Provide inspection of commercial buildings with certified commercial building inspectors.
 - 2. Provide plan examination of commercial buildings with certified commercial building inspectors.
- b) Plan Examination. Drawings, specifications, and calculations for all the types of buildings and structures, except state-owned buildings and structures, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:
 - 1. A new building or structure containing less than 50,000 cubic feet of total volume.
 - 2. An addition to a building or structure where the area of the addition results in the entire building or structure containing less than 50,000 cubic feet of total volume.
 - 3. An addition containing no more than 2,500 square feet of total floor area and no more than one floor level, provided the largest roof span does not exceed 18 feet and the exterior wall height does not exceed 12 feet.
 - 4. An alteration of a space involving less than 100,000 cubic feet of total volume.
 - 5. A certified municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
 - 6. The Department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.
- c) Plan Submission Procedures. All commercial buildings, structures, and alterations, including new buildings and additions less than 25,000 cubic feet, require plan submission as follows:
 - 1. Building permit application
 - 2. Application for review - SBD-118
 - a. Fees per Table SPS 302.31-2 and SPS 302.31
 - b. Fees apply to all commercial projects
 - 3. Four sets of plans
 - a. Signed and sealed per SPS 361.31
 - b. One set of specifications
 - c. Component and system plans
 - d. Calculations showing code compliance.

The administrative code provisions describing and defining regulations

SECTION 20.03 DEFINITIONS.

- (1) ADDITION.- "Addition" means new construction performed on a dwelling which increases the outside dimensions of the dwelling.
- (2) ~~(2)~~—ALTERATION.- "Alteration" means a substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.
- (3) ~~(3)~~—DEPARTMENT. -"Department" means the Department of Industry, Labor and Human Relations.
- (4) ~~(4)~~—DWELLING. -"Dwelling" means:
 - (a) ~~(a)~~—Any building, the initial construction of which is commenced on or after the effective date of this ordinance, which contains one or two dwelling units, or
 - (b) ~~(b)~~—An existing structure, or that part of an existing structure, which is used or intended to be used for a one- or two-family dwelling.
- (5) ~~(5)~~—MINOR REPAIR. -"Minor repair" means repair performed for maintenance or replacement purposes on any existing one- or two-family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairways or exits, fire protection, or exterior aesthetic appearance, and which does not increase a given occupancy and use. -No building permit is required for work to be performed which is deemed minor repair (See Also Chapter 22.12).
- (6) ~~(6)~~—ONE- OR TWO-FAMILY DWELLING. -"A one or two-family dwelling" means a building structure which contains one or separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household, to the exclusion of all others.
- (7) ~~(7)~~—PERSON. -"Person" means an individual, partnership, firm or corporation.
- (8) ~~(8)~~—UNIFORM DWELLING CODE.— "Uniform Dwelling Code" means those administrative code provisions, and any future amendments, revisions, or modifications thereto, contained in the following chapters

of the Wisconsin Administrative Code:

~~Wis. Adm. Code Chapter Ind 20—Administrative and Enforcement~~

~~Wis. Adm. Code Chapter Ind 21—Construction Standards~~

~~Wis. Adm. Code Chapter Ind 22—Energy Conservation—Standards~~

~~Wis. Adm. Code Chapter Ind 23—Heating, Ventilating and Air Conditioning Standards~~

~~Wis. Adm. Code Chapter Ind 24—Electrical Standards~~

~~Wis. Adm. Code Chapter Ind 25—Plumbing and Potable Water Standards~~

SECTION 20.04 -METHOD OF ENFORCEMENT.

—For the purpose of administering and enforcing the provisions of this ordinance and the Uniform Dwelling Code, the City shall establish the office of Building Inspector which shall be filled by that method prescribed under section 20.05 and Chapter 2.03(5) of this Municipal Code.

SECTION 20.05 -BUILDING INSPECTOR.

- (1) ~~(1)~~—CREATION AND APPOINTMENT. -There is hereby created the office of Building Inspector.- The Building Inspector shall be appointed in accordance with Chapter 2.03(4) of the Municipal Code. -The Building Inspector shall be certified for inspection purposes by the Department in the required categories specific under SPS 305, Wisconsin Administrative Code; by the department in each of the categories specified under sec. Ind 26.06, Wisconsin Administrative Code, and by the Department of Health Safety and Social Professional Services in the category of plumbing.
- (2) ~~(2)~~—SUBORDINATES.— The Building Inspector may appoint, as necessary, subordinates, which appointment shall be subject to confirmation by the Council. -Any subordinate hired to inspect buildings shall be certified under ~~Ch. Ind 26,~~ Wisconsin Administrative Code, by the department.
- (3) ~~(3)~~—DUTIES.- The Building Inspector shall administer and enforce all provisions of this ordinance ~~and the Uniform Dwelling Code.~~
- (4) ~~(4)~~—POWERS.- The Building Inspector or an authorized certified agent may at all reasonable hours enter upon any ~~pubic~~public or private premises for inspection purposes, and may require the production of the permit for any building, plumbing, electrical or heating work. -No person shall interfere with or refuse to permit access to any such premises to the Building Inspector or his/her agent while in the performance of his/her duties.
- (5) ~~(5)~~—RECORDS. -The Building Inspector shall perform all administrative tasks required by the Department under the Uniform Dwelling Code.

SECTION 20.06 -BUILDING PERMITS.

- (1) ~~(1)~~—BUILDING PERMITS REQUIRED. -No ~~oneowner~~ owner or two-family dwelling of which ~~initialcontractor~~ initial contractor may commence construction shall be commenced after June 1, 1980 shall be built, enlarged, altered, or repaired ~~unless a~~ of any building or mechanical system prior to obtaining a valid permit for the work shall first be obtained by the owner, or his agent, from the Building Inspector. Application for a building permit shall be made in writing upon that form, designated as the Wisconsin Uniform Dwelling Permit Application, furnished by the Department of Industry, Labor and Human Relations Safety and Professional Services for 1 and 2 family homes. The municipality shall provide building permit forms for projects other than 1 and 2 family homes.
- (2) ~~(2)~~—REPAIRS AND ADDITIONS REQUIRING PERMIT.
 - (a) ~~(a)~~ No ~~addition~~ Addition, alteration or repair to an existing one- or two--family dwelling, commercial building including agricultural buildings, detached structures, decks, or detached accessory buildings not deemed minor repair by the Building Inspector shall be undertaken unless a building permit for this work shall first be obtained by the owner, or his agent, from the Inspector.

~~(b) (b)~~—Where any building or other structure is erected, moved or structurally altered so as to change its use or increase its floor area.

~~(c) (e)~~—Where 50 percent or more of the full assessed value of a structure is ~~destroyed~~destroyed and it is being repaired or altered.

~~(d) (d)~~—For ~~any~~new accessory buildings.

~~(e) (3)~~—Alterations, replacement and/or remodeling to the building's heating, electrical or plumbing systems.

~~(3)~~ CASES WHERE BUILDING PERMIT IS NOT REQUIRED.

~~(a) (a)~~—For any improvements or alterations to an existing building in the amount of \$1,000 or less which shall not effect a ~~structural~~structural change in use or encroach upon any yard or open space.

~~(b) (b)~~—For any maintenance repairs ~~regardless of cost~~deemed minor.

~~(4)~~ (4) APPLICATION FOR BUILDING PERMIT.

—An application for Building Permit shall be made to the Building Inspector upon forms furnished. -The applicant shall submit two (2) sets of plans for all new, repairs or additions to existing one- or two-family dwellings, commercial, detached structures and accessory buildings at the time that the building permit application is filed. -The application shall include, for the purpose of proper ~~inforcement~~enforcement of these regulations, the following data:

—(a) An accurate map of the property, in duplicate and properly dimensioned showing:

1. ~~1.~~ 1.—The boundaries of the property involved.

2. ~~2.~~ 2.—The location of the centerline of any abutting streets or highways.

3. ~~3.~~ 3.—The location of the lot of an existing ~~buildings~~building, proposed additions or proposed new buildings, including the measured distances between such buildings, and from the lot lines, and from the centerline of any abutting streets or highways to the nearest portion of such building.

4. ~~4.~~ 4.—The high-water line of any stream or lake on which the property abuts.

—(b) The use to be made of the building, structure, or land, and such other information as may be required ~~by the Building Inspector for the proper enforcement of this chapter.~~

~~(c)~~ by the Building Inspector for the proper enforcement of this chapter.

~~(c)~~ Any other requirements of this chapter and Chapter 22 - Zoning Ordinance.

~~(5)~~ (5) ISSUANCE OF BUILDING PERMIT.

—If the Building Inspector finds that the proposed building or repair or addition complies with all City ordinances and the ~~Uniform Dwelling Code~~Adopted Building Codes in this chapter, the Inspector shall officially approve the application and a building permit shall be subsequently issued to the applicant. -The issued building permit shall be posted in a conspicuous place at the building site.- A copy of any issued building permit shall be kept on file with the City Administrator.

~~(6)~~ BUILDING PERMIT FEE. The applicant, upon filing of Building Permit application with the Building Inspector, shall pay a fee to the Building Inspector in accordance with the Building Permit requirements of this chapter. ~~(Ord. 97-29)~~

SECTION 20.07 FEES FOR BUILDING PERMITS AND INSPECTIONS.

—At anytime the application for a building Building permit is filed, the applicant shall pay the fees in accordance with the current Building Fees and costs are set by the Common Council. ~~(Ord. 02-23)~~

SECTION 20.08 -VIOLATION AND PENALTIES.

~~(1)~~ (1)—Prohibition. No person shall erect, use, occupy, entiv, or maintain firm may construct, remodel, demolish, or repair any one or two family dwelling in violation of building in a manner which violates any provision of this ordinance or the Uniform Dwelling Code or cause to permit any such violation to be committed. Any person violating any provisions of ~~the~~this ordinance.

~~(2)~~ Every person, firm, or entity which violates this code shall, upon conviction, be subject to forfeit not less than Twenty Five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00), \$1,000 for each day of non-compliance, together with the costs of prosecution and, if in default of payment thereof, shall be

imprisoned for a period of not less than one (1) day or more than six (6) months or until such forfeiture and costs are paid.

- ~~(2)~~ If an investigation reveals a noncompliance with this ordinance or the Uniform Dwelling Code, Violations discovered by the Building Inspector shall notify the applicant and the owner, in writing, of the violation(s) to be corrected. All cited violations shall be corrected within 30 days, or more if allowed by the Inspector, after written notification unless an extension of time is granted pursuant to Sec. Ind 20.10 (1) (c) Wisconsin Administrative Code.

- ~~(3)~~ (3) If, after written notification, the violation is not corrected within 30 days, a stop work order may be served on the owner or his or her representative and a copy thereof shall be posted at the construction site. Such stop work order shall not be removed except by written notice of is given. Violations involving life safety issues shall be corrected in a reasonable time frame established by the Building Inspector after satisfactory evidence has been supplied that the cited violation has been corrected.

- ~~(4)~~ Each day each violation continues after Compliance with the 30 day written notice period has run shall constitute a separate offense. Nothing in requirements of this ordinance shall preclude is necessary to promote the City from maintaining any appropriate action to prevent or remove a violation of any provisions safety, health, and well-being of the community and the owners, occupants, and frequenters of buildings. Therefore, violations of this ordinance or the Uniform Dwelling Code.

- ~~(4)~~ (5) If any construction or work governed by the provisions of this ordinance or the Uniform Dwelling Code is commenced prior to the issuance of a permit, double fees shall shall constitute a public nuisance that may be charged enjoined in a civil action.

ELECTION WORKERS

| | | | | |
|-------------|-------|-------|-------------------------|---------------------------------|
| 1. Citizen | 2 yr. | 12/19 | Terry Oren | 114 E Lawton St. #1 295-1945 |
| 2. Citizen | 2 yr. | 12/19 | Margaret Tadder | 108 Albion St 884-4800 |
| 3. Citizen | 2 yr. | 12/19 | Kathy Klein | 32 Lilac Ct 884-8303 |
| 4. Citizen | 2 yr. | 12/19 | LaWanna Schieldt | 505 Stoughton Rd #7 728-4730 |
| 5. Citizen | 2 yr. | 12/19 | Lisa Venske | 412 E. Fulton St Wk-256-3162 |
| 6. Citizen | 2 yr. | 12/19 | Linda Quam | 1322 Meadow Ln 884-4593 |
| 7. Citizen | 2 yr. | 12/19 | Barbara Buhrow | 909 Blaine St 608-921-8776 |
| 8. Citizen | 2 yr. | 12/19 | Karyn Patrick | 107 Lord St 449-6997 |
| 9. Citizen | 2 yr. | 12/19 | Katie Dobberpuhl | 607 W. Fulton St 884-9320 |
| 10. Citizen | 2 yr. | 12/19 | Jim "Red" Davis | 434 Fairfield Cir 884-6476 |
| 11. Citizen | 2 yr | 12/19 | Terry & Cathy Dickinson | 743 Hemphill Ave 884-9586 |
| 12. Citizen | 2 yr | 12/19 | Dale Pope | 1231 Fieldcrest Dr 290-3330 |
| 13. Citizen | 2 yr | 12/19 | Heidi Schieldt | 602 S Main St 884-8953 |
| 14. Citizen | 2 yr | 12/19 | Gary Beyer | 1241 Fieldcrest Dr 884-9317 |