

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

Monday, May 3, 2021 at 7:00 p.m.

NOTE: PER EMERGENCY ORDER FACE COVERINGS ARE REQUIRED

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

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, April 30, 2021.
4. Council acceptance of agenda.
5. Personal appearances for non-agenda items limited to 3 minutes.
 - A. The public will be allowed to speak on agenda items during the meeting.
6. Minutes:
 - A. Consider approval of minutes from April 19, 2021 Council meeting.
 - B. Consider approval of minutes from April 20, 2019 Re-organizational Council meeting.
 - C. Consider approval of minutes from April 26, 2021 Special Council meeting.
7. Committee Reports:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider licenses applications.
 - a. Consider Operator's License for Ashlyn Oren.
 - b. Consider Temporary Class "B" Beer and Wine License to Edgerton Lions Club for July 3, 2021.
 3. Consider public event packet for Concerts in the Park Series and consider waiving fees.
 4. Consider awarding bid for stump grinding and tree planting.
 5. Consider selection of MSA for Affordable Housing Program administration.
 - B. Park Committee:
 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
 2. Consider introducing and approving City of Edgerton Ordinance 21-05: Amend Chapter 15 Parks to set park closing hours.

- C. Fire District:
 - 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
 - D. Plan Commission:
 - 1. Report on discussion and action taken at previous meeting, future agenda items and upcoming scheduled meetings.
 - 2. Consider adoption of City of Edgerton Resolution 11-21: Approving the final three lot certified survey map to create two lots and one outlot at 406 Colonial Circle.
 - 3. Consider approval of an extraterritorial certified survey map (to combine lots) on N Main St and County Hwy F, for Luedtke, Section 12, Town of Fulton.
 - 4. Consider approval of extraterritorial one lot land division (to combine lots) on N East Badger Heights for Booth, Section 14, Town of Fulton.
 - 5. Consider approval of extraterritorial one lot land division on Albion Road for Zimdars, Section 27, Town of Albion.
 - 8. Consider introducing and approving the first reading of City of Edgerton Charter Ordinance 21-06: To Amend Section 2.02 Elected Officials to change the term of office for Mayor.
 - 9. Consider lease with Veterans for the Veterans' Memorial.
 - 10. Consider adoption of City of Edgerton Declaration recognizing May 9 – 15, 2021 as Police Week.
 - 11. Mayor, alderperson and staff reports.
 - 12. 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 cell tower land lease;
- AND
- Discuss and consider TIF incentive for IKI Manufacturing.
 - 13. Return to open session and consider taking action on items discussed in closed session.
 - 14. 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.

**APRIL 19, 2021 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

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

Present: Sarah Braun (remote), Casey Langan, Candy Davis, Tim Shaw, Anne Radtke (remote), and Jim Burdick (remote).

Others Present: City Administrator Ramona Flanigan, Municipal Services Director Howard Moser, Police Chief Robert Kowalski, City Attorney Bill Morgan and Sam Martino.

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

ACCEPT THE AGENDA: A Candy Davis/Casey Langan motion to approve the agenda as printed passed on a 6/0 roll call vote.

MINUTES: A Candy Davis/Casey Langan motion to approve the minutes from the April 5, 2021 Common Council meeting passed on a 6/0 roll call vote.

COMMITTEES:

Finance Committee: A Candy Davis/Tim Shaw motion to approve the bills and payroll list in the amount of \$222,602.84 passed on a 6/0 roll call vote.

Candy Davis/Tim Shaw moved to approve the public event packet for Edgerton United Methodist Church Worship in the park with the following:

1. Waive the fees,
2. Provide the needed City services,
3. Adhere to the Rock County Health Department pandemic guidelines;
4. Be aware the Council may reconsider the event packet if guidelines become stricter.

The motion passed on a 6/0 roll call vote.

Candy Davis/Casey Langan moved to approve the public event packet for July 3rd Edgerton Lion's Club Fireworks with the following:

1. Waive the fees,
2. Provide the needed City services,
3. Adhere to the Rock County Health Department pandemic guidelines;
4. Be aware the Council may reconsider the event packet if guidelines become stricter.

The motion passed on a 6/0 roll call vote.

Candy Davis/Tim Shaw moved to approve the public event packet for Edgerton Conservation Club's Kid Fishing Derby with the following:

1. Waive the fees,
2. Provide the needed City services,
3. Adhere to the Rock County Health Department pandemic guidelines;
4. Be aware the Council may reconsider the event packet if guidelines become stricter.

The motion passed on a 6/0 roll call vote.

Candy Davis/Tim Shaw moved to approve the public event packet for the Edgerton Library Summer Reading Program events with the following:

5. Waive the fees,
6. Provide the needed City services,
7. Adhere to the Rock County Health Department pandemic guidelines;
8. Be aware the Council may reconsider the event packet if guidelines become stricter.

The motion passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to approve the purchase of a Ford SUV Hybrid squad vehicle in the amount of \$35,959 from Ewald Automotive Group passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the bid from Johnson Brothers in the amount of \$3,160 for the Lord St sidewalk project passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the Badgerland Disposal contract extension to 7 years passed on a 6/0 roll call vote.

A Candy Davis/Sarah Braun motion to approve the amendment to City of Edgerton Resolution 22-20D: 2021 Salary Resolution to increase the summer DPW part-time wages to \$12 per hour passed on a 6/0 roll call vote.

DECLARATION: A Candy Davis/Casey Langan motion to approve the City of Edgerton Declaration recognizing and honoring Alderperson Anne Radtke passed on a 5/0/1 roll call vote. Anne Radtke abstained.

CLOSED SESSION: Candy Davis/Casey Langan moved 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 cell tower land lease. The motion passed on a 6/0 roll call vote.

Being no other business before the Council, an Anne Radtke/Jim Burdick motion to adjourn passed on a 6/0 roll call vote.

Cindy Hegglund/wl
City Clerk-Treasurer

Adopted May 3, 2021

**APRIL 20, 2021 COMMON COUNCIL RE-ORGANIZATION
MEETING MINUTES, CITY OF EDGERTON**

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

Present: Casey Langan, Candy Davis, Tim Shaw, Paul Davis and Jim Burdick (remote) and Sarah Braun (arrived late)

Others Present: City Administrator Ramona Flanigan, City Clerk-Treasurer Cindy Hegglund, Police Chief Bob Kowalski and Sam Martino from the Edgerton Reporter (remote)

Hegglund confirmed the meeting agendas were properly posted on Friday, April 16, 2021 at the Post Office, Library, City Hall and City's website.

City Clerk/Treasurer Cindy Hegglund swore in Alderpersons Paul Davis, Candy Davis, and Sarah Braun.

ELECT COUNCIL PRESIDENT: A Casey Langan/Sarah Braun motion to nominate and elect Candy Davis as Council President passed on a 5/0/1 roll call vote. Candy Davis abstained

CONSIDER COMMITTEE, COMMISSION AND CONTRACTUAL APPOINTMENTS: The Mayor presented the Council with his recommended appointments to committees, commissions and contractual services. The Mayor made the following changes: Remove Paul Davis from the Zoning Board of Appeals and appoint Andrew Nelson to the Historic Preserve Commission.

A Jim Burdick/Casey Langan motion to approve the committee, commissions, authorities and boards as modified passed on a 6/0 roll call vote.

A Jim Burdick/Candy Davis motion to approve the contractual appointments passed on a 6/0 roll call vote.

CONSIDER APPOINTMENT OF ZONING BOARD OF APPEALS CHAIR: A Jim Burdick/Candy Davis motion to approve the Mayor's recommendation of Dave Maynard as Chairperson of the Zoning Board of Appeals passed on a 6/0 roll call vote.

CONSIDER APPOINTMENTS TO JOINT REVIEW BOARD: A Candy Davis/Sarah Braun motion to approve the Mayor's recommendation of Jim Burdick as elected representative for Joint Review Board passed on a 6/0 roll call vote.

A Candy Davis/Tim Shaw motion to approve the Mayor's recommendation of Jon Paulson as Joint Review Board Citizen-at-large passed on a 6/0 roll call vote.

2021 POOL OPERATIONS: Aquatics Director Anne Gohlke sought the Councils input on the policies for the 2021 pool season. Gohlke stated Rock County is still in phase 2, she is suggesting the pool operate similar to the 2020 season with the following changes: 3 hour sessions each day instead of 3 ½ hours; offer swim lessons; offer water aerobics and adult lap swim using the sign up genius website; offer a swim team if enough area pools are also offering them; and offer some prepared foods as well as some prepackaged food items. The Council agreed to let Anne Gohlke set the procedures for the pool as long as they follow the Rock County guidelines.

CHANGE MAYOR TERM: Casey Langan and Jim Burdick proposed drafting a charter ordinance to change the mayor's term of office from 2 years to 3 years. Casey Langan felt that a newcomer to the position would spend most of his/her first year learning the processes and responsibilities of the office. They would

also spend most of the first year working from their predecessors' budget and many of the appointed position on the committees would have come from the previous mayor. By extending the term one year, it would allow the mayor another year to work with his/her own budget and allow them to work longer with the citizen they appointed to the various committees.

The 3-year mayoral term would allow any of the council members to run for mayor in the opposite year their council term is up. This may result in not having to appoint an alderperson or hold a special election to fill their council seat if they were to be elected Mayor.

There was a consensus among the Council to proceed with an ordinance to change the Mayor's term of office.

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

Cindy Hegglund/wl
City Clerk-Treasurer

Adopted May 3, 2021

**APRIL 26, 2021 SPECIAL COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

Mayor Christopher Lund called the meeting to order at 6:08 p.m.

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

Excused: Jim Burdick

Other Staff Present: City Administrator Ramona Flanigan, and City Clerk/Treasurer Cindy Hegglund.

Hegglund confirmed the meeting agendas were properly posted on Friday, April 23, 2021 at the Post Office, City Hall, and the Edgerton Library.

TOBACCO LICENSE FOR 424 GAMEDAY LIQUOR: A Sarah Braun/Casey Langan motion to approve a tobacco license for 424 Gameday Liquor, Inc at 18 N Main St passed on a 5/0 roll call vote.

MAYOR'S APPOINTMENTS: Mayor Lund stated he received a resignation letter from Steve Guertin from the Parks & Recreation Committee.

A Sarah Braun/Paul Davis motion to approve the Mayor's recommendation of Jonathon Frey to the Parks and Recreation Committee passed on a 5/0 roll call vote.

A Paul Davis/Tim Shaw motion to approve the Mayor's Recommendation of Theran Springstead to the Planning Commission passed on a 5/0 roll call vote.

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

Cindy Hegglund/wl
City Clerk-Treasurer

Adopted May 3, 2021

Memo

To: Common Council
From: Staff
Date: 4/30/2021
Re: May 3, 2021 Meeting

Veterans' Memorial Lease: To formalize the relationship between the City and the Veterans organization that created the new Memorial in Veterans' Park, the City has prepared the attached lease. The lease allows the Veterans Committee to make improvements; to continue to own the improvements that make up the memorial; and to keep them in the current location for a 30-year term (with 30-year extensions). The lease allows the Veterans group to make modifications to the memorial as they deem appropriate. The City has no obligation for maintenance (other than mow the lawn), repairs, or replacement of any of the improvements. The City can, and at this point has, provided property insurance for the improvements. The annual cost for this coverage is \$160. In the event an improvement is damaged, the City would contribute the insurance proceeds to the repair or replacement of the improvements but would not be obligated to pay for any repairs or replacement not covered by insurance including the deductible. If the City were to decide to cease providing property insurance coverage, the Tenant would be required to obtain property insurance. The lease rate is \$1 per year.

Stump grinding/removal and tree planting bid award: On April 26, 2021 bids were opened for the stump removal and planting of new trees in the downtown area to replace the diseased Ash trees that were removed this year. Madison Commercial Landscapes provided the lowest responsible bid. Staff recommends awarding this contract to Madison Commercial Landscapes in the amount of \$26,500. The 2021 TIF budget included \$20,000 for this project.

MSA Services for Affordable Housing Program: MSA administers our CDBG Housing Program. Staff recommends the City enter into a contact with MSA for the new Affordable Housing Program as opposed to seeking proposals from other firms for the following reasons: the two programs are similar in nature which will be more efficient than having separate consultants; the MSA contract is relatively easy to terminate; and MSA was selected through a RFP process a few years ago.

Housing policy: A draft policy should be available for the next Finance meeting. In preparing the manual, staff has the following policy questions:

- The Owner may select a bid that is within 10% of the lowest responsible bid. The Owner may choose a contractor who submits a higher bid only if the Owner agrees to pay the difference between the lowest responsible bid and the chosen bid.
- For projects receiving a Program Loan, the Borrower's **mortgage debt to assessed value ratio** must not be greater than 90% upon completion of the Project. For projects that include additions, major remodeling, or other improvements that measurably increase the assessed value, the Program will assume the assessed value of the Property will increase by 1/3 of the cost of the Project upon its completion. The Committee may increase the assumed post project value based on an opinion from the City Assessor.
- For projects receiving a Program Loan, if the applicant had an official appraisal of the property completed no more than the 18 months prior to the date the Application was filed, the appraisal may be utilized in place of the assessed value of the property.

Program name suggestions (so far): Edgerton Home Revival

**CITY OF EDGERTON
ORDINANCE No. 21-05**

**AN ORDINANCE TO AMEND CHAPTER 15 “PARKS” TO SET PARK CLOSING
HOURS, IN THE 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:

Chapter 15, sections 15.02 and 15.04 shall be amended as follows:

15.02 (It shall be unlawful for any person)

(10) BEER, WINE AND INTOXICATING LIQUOR PROHIBITED. To have in his or her possession, while in any park, any fermented malt beverages, wine or intoxicating liquor and/or to drink any fermented malt beverages or intoxicating liquor in any public park, (See exception 15.02 (10) (a) and (b)). It shall be lawful for a person to traverse a public park without stopping while carrying unopened fermented malt beverages, wine or intoxicating liquor.

(a) Racetrack Park shall be exempted from the provisions of this Subsection so that persons may possess fermented malt beverages or intoxicating liquor provided that said person has obtained the legal drinking age, the beverage is not in a glass container, and further provided that no one may possess any opened fermented malt beverages, wine or intoxicating liquor in Racetrack Park from ~~the hours of 11:00 P.M.~~ sunset until 9:00 A.M. *unless otherwise allowed by provisions in section (15) Park Hours below.*

(12) LOITERING OR PARKING PROHIBITED. To loiter in, or park any automobile or other vehicle in, any public park, ~~bathing beach~~ or swimming pool grounds or lands owned or controlled by the City.

(15) PARK HOURS. *To be or remain in any City of Edgerton Park from sunset to sunrise.*

The following are exceptions to park hours:

- *Passing through a park area either in a vehicle or on foot without stopping during such hours;*
- *City authorized regularly scheduled recreational activities;*
- *City authorized shelter/park rentals;*
- *City approved events that are allowed after sunset but no later than midnight;*
- *Organized events at the Conservation Club.*

The entrances of all parks shall be conspicuously posted indicating the closing hours of the park.

15.04 UNIFORM FINES & PENALTIES

15.02(15) *Violate park closing hours \$250*

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

Seconded by Alderperson:

Roll Call: Ayes Noes

Christopher Lund, Mayor

Public Hearing:

1st Reading:

2nd Reading:

Adopted:

Published:

Dated:

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 _____, 2021.

Ramona Flanigan, City Administrator

**CITY OF EDGERTON MUNICIPAL CODE
CHAPTER 15**

PARKS

SECTION 15.01 CEMETERY AND PARK COMMISSION.

- (1) **CREATION.** A Cemetery and Park Commission is created pursuant to Sections 27.08 of the Wisconsin Statutes and shall have the duties and authority prescribed therein and in Section 2.05(7) of this Municipal Code and shall provide for the care and management of the parks and recreation programs in the City.
 - (a) **POWERS.** Said Commission shall advise the Common Council on the care for, management and regulation of all parks now owned or hereafter acquired and shall manage and regulate the recreation program of the City subject to the rules and regulations as may be adopted by the Common Council from time to time.
 - (b) **FUNDS AND BUDGET OF PARKS AND RECREATION.** Said Commission shall annually submit to the Council, at the time provided by law, requested budgets for the operation and maintenance of the Parks and Recreation Program. The City Administrator shall keep an account of all monies received and disbursed for the Parks and Recreation Program.
 - (c) The Director of Public Works shall have direct supervision of all parks and recreation programs and shall be appointed in accordance with Chapter 2.03(6).
- (2) **POWERS AND DUTIES.**
 - (a) **GENERAL SUPERVISION.** The Director of Public Works, under the direction of the Commission, shall have the general supervision, control, charge and management of the parks and all grounds connected therewith.
 - (b) **RESPONSIBLE TO COMMISSION.** The Director shall be directly responsible to the Commission and shall abide by such rules and regulations as may be adopted from time to time by the Commission and approved by the Council.

SECTION 15.02 PARK REGULATIONS.

It shall be unlawful for any person:

- (1) **ALTERATION PROHIBITED.** To alter or change or cause to be altered or changed, anything within any park unless permitted to do so by the Common Council.
- (2) **MOTOR VEHICLES REGULATED.** To drive any motor vehicle faster than ten miles an hour and to drive any vehicle except upon the established roadways.
- (3) **INJURIES TO TREES AND SHRUBS PROHIBITED.** To willfully injure, cut down or destroy any fruit, shade or ornamental tree or shrub standing or being within any park.
- (4) **NO ANIMALS.** Repealed with Ordinance No. 97-35, see Chapter 29.
- (5) **OFFICIAL SIGNS FOR RUBBISH.** To place or leave any rubbish of any nature within any park, except where designated by official signs erected by the City.
- (6) **SIGNS AND BARRICADES.** To interfere with, break down, deface, remove, or cause to be interfered with, broken down, defaced or removed, any sign, guard, protection, barrier or barricade, placed in any park.
- (7) **POLICE OFFICER ORDERS.** To disobey or disregard the orders of any police officer when commanding any person to desist in a violation of any provision of this Chapter or the regulations prescribed by the Commission.
- (8) **TREES AND EQUIPMENT NOT TO BE CUT OR DEFACED.** To cut, mar or deface, in any way, trees, posts, benches, settees or any other property situated in any park.
- (9) **DISCHARGE OF FIREARMS PROHIBITED.** To discharge or cause the discharge of any missile from any firearm, sling shot or other weapon within 40 rods of any public park, park square or enclosure owned or controlled by the City, except any organization obtaining a permit from the Common Council.
- (10) **BEER, WINE AND INTOXICATING LIQUOR PROHIBITED.** To have in his or her possession, while in any park, any fermented malt beverages, wine or intoxicating liquor and/or to drink any fermented malt beverages or intoxicating liquor in any public park, (See exception 15.02 (10) (a) and (b)). It shall be

lawful for a person to traverse a public park without stopping while carrying unopened fermented malt beverages, wine or intoxicating liquor.

- (a) Racetrack Park shall be exempted from the provisions of this Subsection so that persons may possess fermented malt beverages or intoxicating liquor provided that said person has obtained the legal drinking age, the beverage is not in a glass container, and further provided that no one may possess any opened fermented malt beverages, wine or intoxicating liquor in Racetrack Park from the hours of 11:00 P.M. until 9:00 A.M.
 - (b) If a renter has rented the entire Racetrack Park, the renter may prohibit the possession of fermented malt beverages, wine, and intoxicating liquor in the Park or may prohibit the possession of fermented malt beverages, wine or intoxicating liquor not sold by the renter during the term of the rental period. A renter of either part or the entire Racetrack Park cannot prohibit the possession of fermented malt beverages, wine or intoxicating liquor sold by the Conservation Club in Racetrack Park. The renter of either part or the entire Racetrack Park must obtain the appropriate license prior to the sale of any fermented malt beverages and or wine.
- (11) **FISHING POND REGULATIONS.** All fishing in any pond within the City limits shall be in accordance with DNR regulations and otherwise under the direction of the Parks Committee who shall have the power and authority to enact regulations pertaining to fishing and when posted at or near said pond, shall become part of the Chapter. Swimming in any pond is prohibited within the City.
- (12) **LOITERING OR PARKING PROHIBITED.** To loiter in, or park any automobile or other vehicle in, any public park, bathing beach or swimming pool grounds or lands owned or controlled by the City.
- (13) **RIDING MOTORCYCLES PROHIBITED.** To ride or operate a motorcycle or other two or four wheeled motor driven vehicle on any grass covered surface in any public park in said City.
- (14) **BRIDGES OVER SAUNDER'S CREEK:** Jumping from bridges into Saunder's Creek is prohibited.

SECTION 15.03 BATHHOUSE, SWIMMING POOL AND FISHING POND REGULATIONS.

- (1) **HOURS.** The bathhouse and pool of the City of Edgerton will be open to the general public with lifeguards in attendance during the summer season, as specified and posted by the Park Commission. The pool and bathhouse will be closed as determined by the Commission and no person will be permitted in the area or in the pool or on the grounds owned and operated by the City as a public park for swimming and bathing during any hours when the pool and bathhouse are closed.
- (2) **TRESPASSING DURING CLOSED HOURS.** Any person entering or being in the swimming pool or trespassing in the immediate area of the bathhouse during closed hours will be considered a trespasser, and will be subject to the penalty provided in Section 15.04 of this Chapter.
- (3) **LIFEGUARD AND POLICE SAFETY ORDERS.** It shall further be unlawful for any person to disobey or disregard the orders of any lifeguard or police officer in the promulgation of the safety orders for the conduct of persons in said swimming pool and bathhouse and any person violating or refusing to obey the orders of said lifeguard or officer shall be subject to a forfeiture as provided by Section 15.04 of this Chapter.

SECTION 15.04 PENALTY.

Any person violating any provision of this Chapter shall forfeit not less than \$25.00 nor more than \$250.00, together with the costs of prosecution, and in default of payment of said forfeiture and costs of prosecution may be imprisoned in the Rock County Jail until such forfeiture and costs of prosecution are paid, but not to exceed 90 days or may have their drivers license suspended or the court may impose any other penalty as provided by State Statute.

UNIFORM FINES & PENALTIES

15.02(1)	Alter Park Property	15.04	\$250
15.02(2)	Speed in Excess of 10 mph	15.04	\$250
15.02(3)	Injure Trees or Shrubs	15.04	\$250
15.02(5)	Littering in Parks	15.04	\$250
15.02(6)	Interfere w/signs/barricades	15.04	\$250
15.02(8)	Cut/deface Trees	15.04	\$250
15.02(9)	Discharge Firearms	15.04	\$250
15.02(10)	Posses Alcohol	15.04	\$250
15.02(11)	Violate Fish Pond Regulations	15.04	\$250
15.02(12)	Park Illegally	15.04	\$250
15.02(13)	Motor vehicles Off Roadway	15.04	\$250
15.03	Violate Swimming Pool Rules	15.04	\$250

**CITY OF EDGERTON
RESOLUTION No. 11-21**

**A RESOLUTION APPROVING THE FINAL THREE LOT CERTIFIED SURVEY
MAP TO CREATE TWO LOTS AND ONE OUTLOT AT 406 COLONIAL
CIRCLE AND ELM HIGH DRIVE,
CITY OF EDGERTON, ROCK AND DANE COUNTIES, WISCONSIN.**

WHEREAS, the City of Edgerton has petitioned for approval of a final three lot certified survey map to create two lots and one outlot at 406 Colonial Circle that extends to Elm High Drive; and

WHEREAS, the certified survey map 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 conditions:

1. The final CSM indicates all easements.
2. A note appears on the face of the CSM stating lot 1 has to be rezoned from A-1 prior to establishing any structures.
3. The petitioner pays the \$20 platting fee for the two new lots.
4. The owner pays the parkland and park improvement impact fees in the amount of \$890.91 per housing unit at the time a building permit is issued

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

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Dated: May 3, 2021

Christopher W. Lund, Mayor

ATTEST

Ramona Flanigan, City Administrator

TO: Edgerton Plan Commission

FROM: Staff

MEETING DATE: May 3, 2021

GENERAL DESCRIPTION

Description of Request: Petition for approval of a final 3 lot certified survey map to create 2 lots and one outlot

Location: 406 Colonial Circle / Elm High Drive (6-26-999)

Applicant: Richardson

Current Zoning/Land Use: R-2 and A-1 / residential

Proposed Lot sizes: 1.4 acres, 2.0 acres, and 1.8 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 southern portion of the lot where the single family home is located is zoned R-2 Residential and the remainder of the lot is zoned A-1 Agriculture. The 5.3 acre parcel touches Colonial Circle and Terrace Court on its southern edge and crosses Elm High Drive. Adjacent land uses consist of the following: single family and undeveloped/natural area to the west; single family to the south; single family and school to the east; and natural area (wetland) to the north.
2. The petitioner proposes to divide the parcel into 3 lots. Lot 2 will contain the existing single-family structure on Colonial Circle/Terrace Court. There are no sewer and water services in Elm High Drive to serve lot 1 and outlot 1, and it is unlikely those services would be installed because a sanitary lift station would be required. By approving the creation of these lots, the expectation is that an owner may request to construct a structure having a private well and septic on lot 1. The outlot is designated an outlot because it is undevelopable due to floodplain and very likely wetland designations.
3. The proposed lots are substandard in area for the A-1 District. Prior to construction of a structure, the parcel would have to be rezoned. A note indicating this requirement should be placed on the CSM.
4. The petitioner will be required to pay the parkland and park improvement impact fees for lot 1 if a residential dwelling is established on the lot. No impact fee is required for either lot 2 (because the house exists) and the outlot (because it is not developable).

STAFF RECOMMENDATION

Staff recommends the Plan Commission recommend approval of the proposed final 3 lot CSM to create 2 lots and 1 outlot located at 406 Colonial Circle/ Terrace Court/ Elm High Drive subject to the following conditions:

1. The final CSM indicates all easements.
2. A note appears on the face of the CSM stating lot 1 has to be rezoned from A-1 prior to establishing any

structures.

3. The petitioner pays the \$20 platting fee for the two new lots.
4. The owner pays the parkland and park improvement impact fees in the amount of \$890.91 per housing unit at the time a building permit is issued.

CERTIFIED SURVEY MAP

OUTLOTS 24, 83 AND 84 AND PART OF OUTLOT 74, ASSESSOR'S PLAT,
CITY OF EDGERTON, AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND
IN THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T. 4N., R. 12E. OF
THE 4TH P.M., CITY OF EDGERTON, ROCK COUNTY, WISCONSIN.

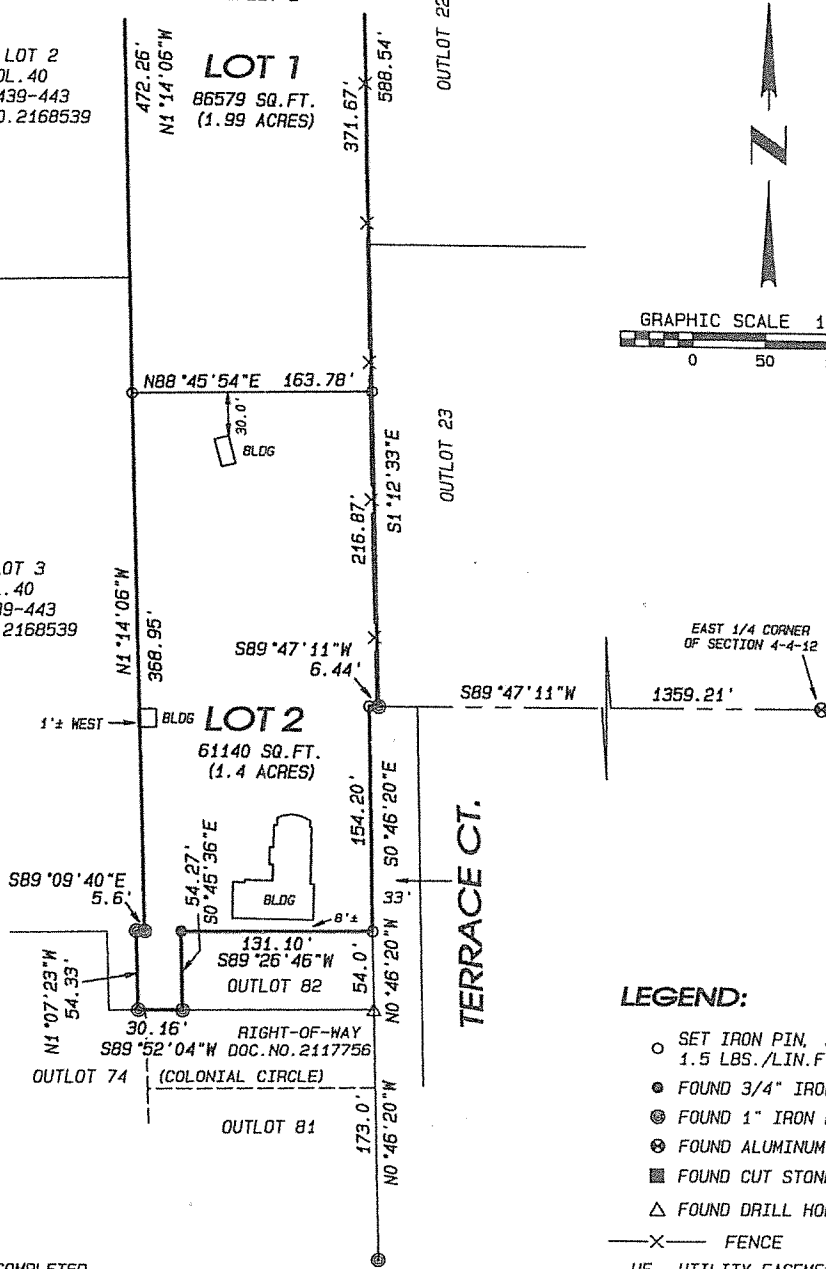
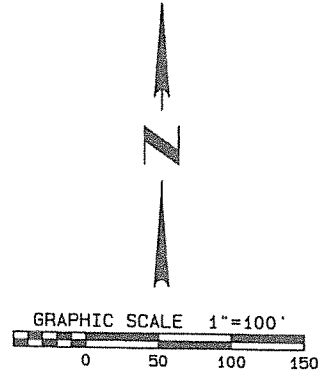
- SEE SHEET 2 -

CSM LOT 2
VOL. 40
PGS. 439-443
DOC. NO. 2168539

LOT 1
86579 SQ. FT.
(1.99 ACRES)

CSM LOT 3
VOL. 40
PGS. 439-443
DOC. NO. 2168539

LOT 2
61140 SQ. FT.
(1.4 ACRES)



LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN. FT.
- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊕ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- △ FOUND DRILL HOLE
- X— FENCE
- UE UTILITY EASEMENT

NOTES:

FIELDWORK COMPLETED _____

ASSUMED N89°43'19"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 4-4-12.

UTILITY EASEMENTS AS SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING RIGHTS TO SERVE THE PLATTED AREA.

Project No. 121 - 098 For: RICHARDSON SHEET 1 OF ___ SHEETS

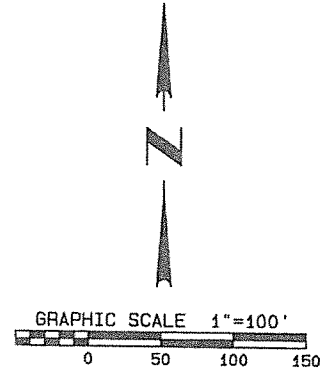
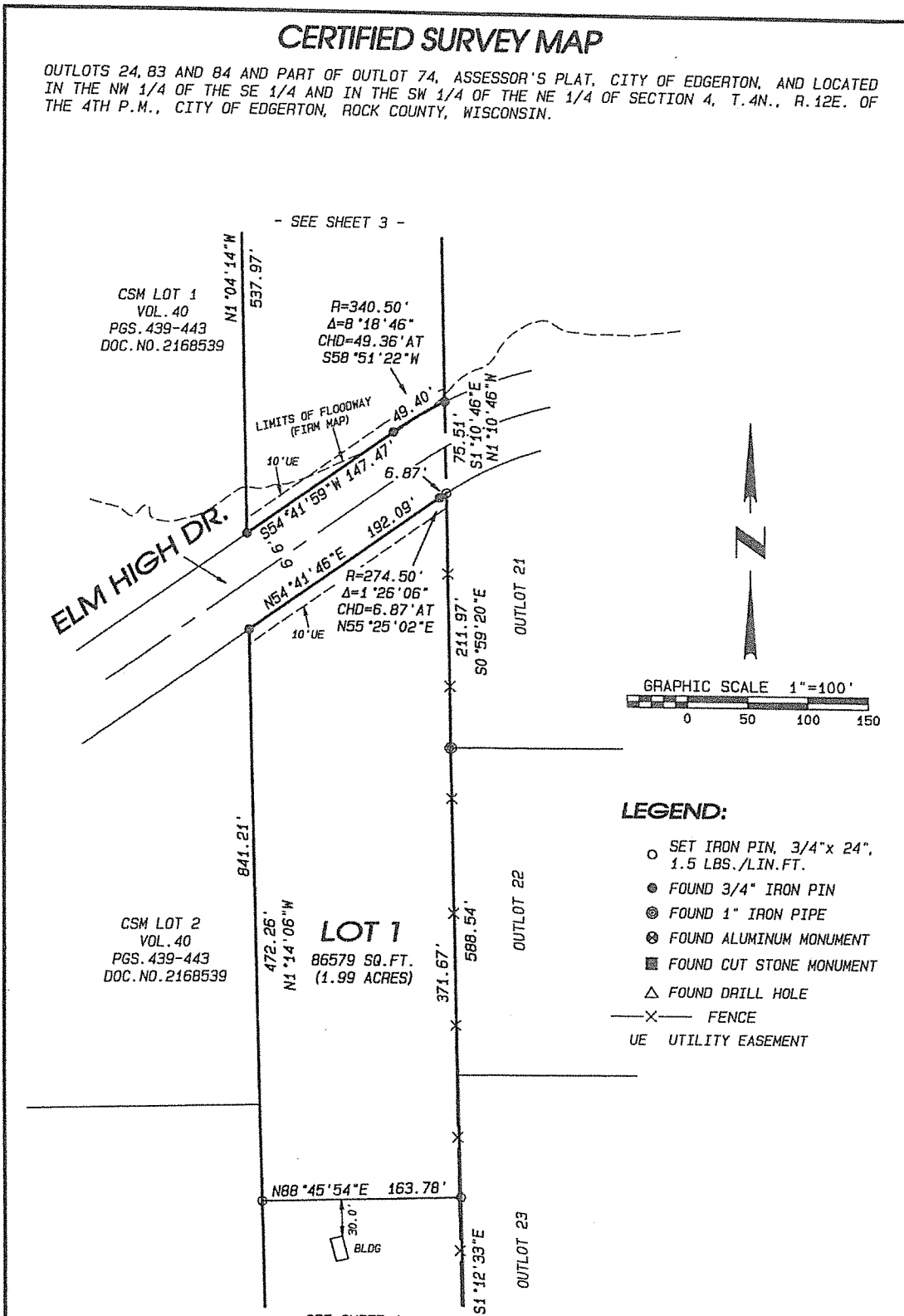
Combs & ASSOCIATES

- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St. Janesville, WI 53548
www.combsurvey.com tel: 608 752-0575 fax: 608 752-0534

CERTIFIED SURVEY MAP

OUTLOTS 24, 83 AND 84 AND PART OF OUTLOT 74, ASSESSOR'S PLAT, CITY OF EDGERTON, AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND IN THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T. 4N., R. 12E. OF THE 4TH P.M., CITY OF EDGERTON, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND 3/4" IRON PIN
- ⊙ FOUND 1" IRON PIPE
- ⊗ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- △ FOUND DRILL HOLE
- X— FENCE
- UE UTILITY EASEMENT

Combs & Associates

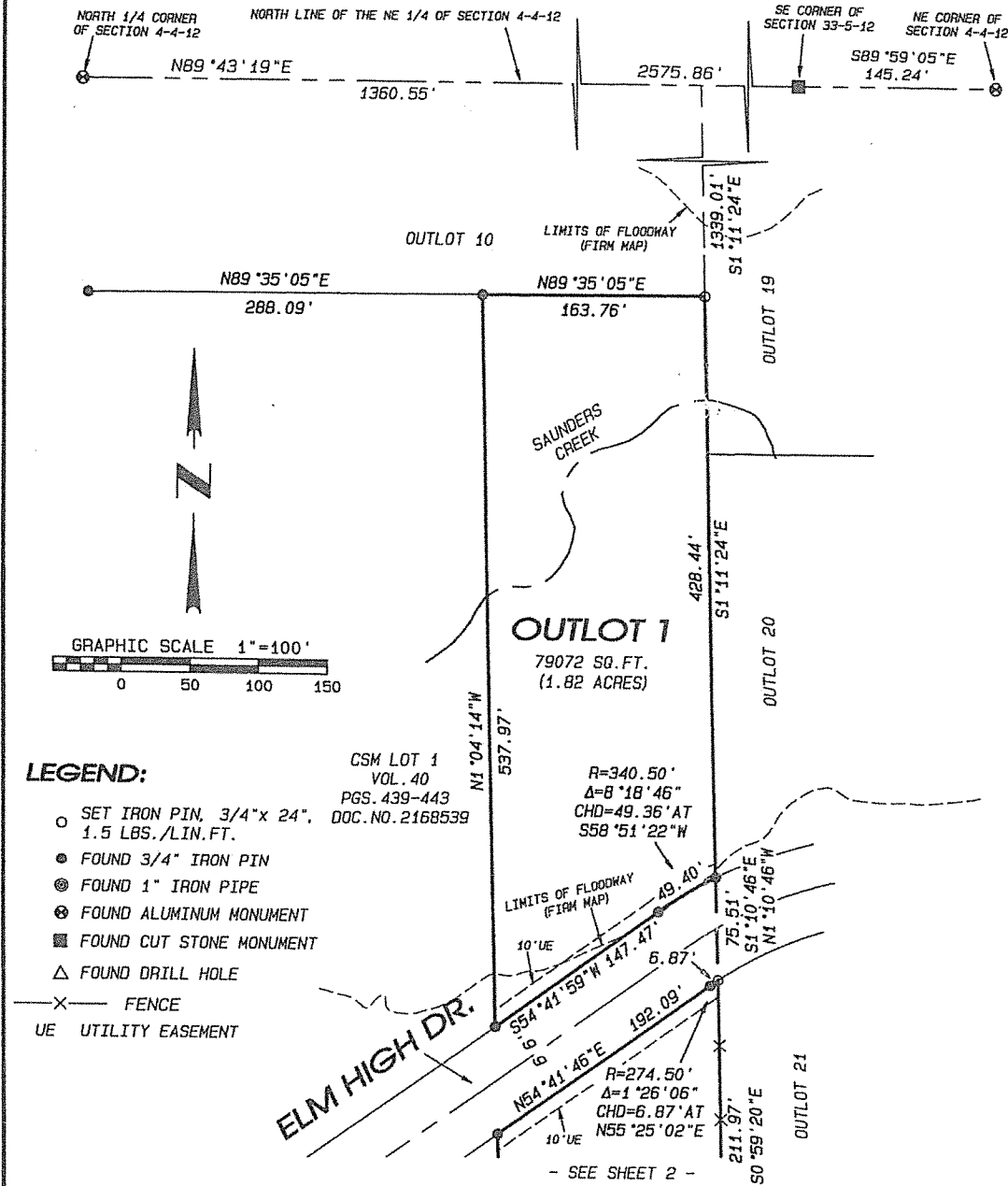
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• CIVIL ENGINEERING

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

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

CERTIFIED SURVEY MAP

OUTLOTS 24, 83 AND 84 AND PART OF OUTLOT 74, ASSESSOR'S PLAT, CITY OF EDGERTON, AND LOCATED IN THE NW 1/4 OF THE SE 1/4 AND IN THE SW 1/4 OF THE NE 1/4 OF SECTION 4, T.4N., R.12E. OF THE 4TH P.M., CITY OF EDGERTON, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
- FOUND 3/4" IRON PIN
- ⊗ FOUND 1" IRON PIPE
- ⊕ FOUND ALUMINUM MONUMENT
- FOUND CUT STONE MONUMENT
- △ FOUND DRILL HOLE
- X- FENCE
- UE UTILITY EASEMENT

CSM LOT 1
VOL. 40
PGS. 439-443
DOC. NO. 2168539

R=340.50'
Δ=8°18'46"
CHD=49.36' AT
S58°51'22"W

R=274.50'
Δ=1°26'06"
CHD=6.87' AT
N55°25'02"E

- SEE SHEET 2 -



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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

TO: Edgerton Plan Commission

FROM: Ramona Flanigan

MEETING DATE: May 3, 2021

GENERAL DESCRIPTION

Address: N Main St (Indianford) and Cnty Hwy F, Section 12, Town of Fulton.

Applicant: Luedtke

Parcel Size: 0.8 acres

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:

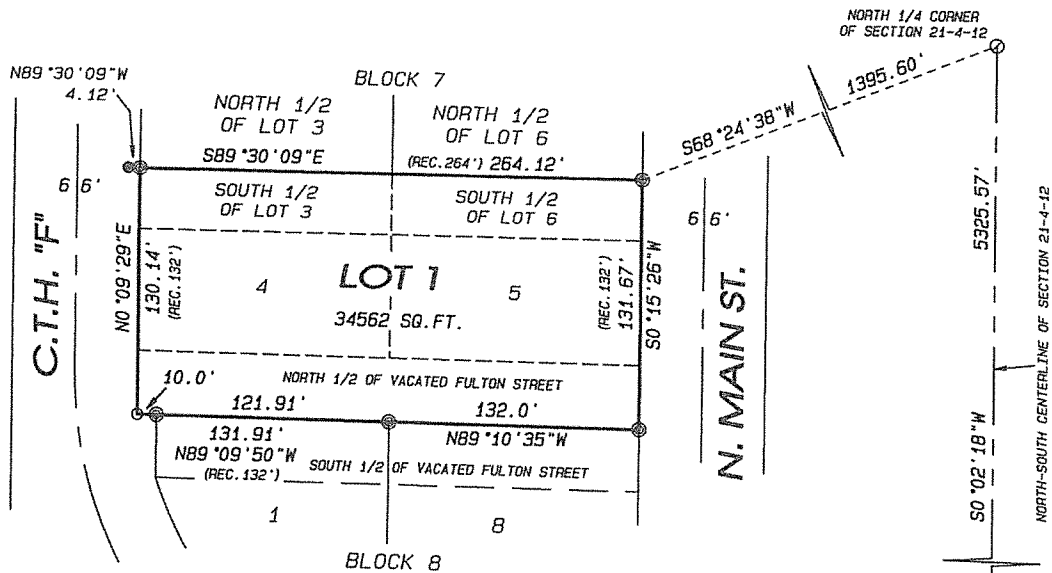
1. The proposed land division is within the City of Edgerton's extraterritorial zone. Therefore, the City has land division review authority.
2. The proposed land division combines parts of 4 lots and does not create any additional lots.

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.

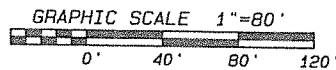
CERTIFIED SURVEY MAP

LOTS 4 AND 5 AND THE SOUTH 1/2 OF LOTS 3 AND 6, BLOCK 7 AND THE NORTH 1/2 OF VACATED FULTON STREET LAYING ADJACENT TO SAID LOTS 4 AND 5, BLOCK 7, FULTON CENTER AND LYING IN THE NE 1/4 OF THE NW 1/4 AND IN GOVERNMENT LOT 1 OF FRACTIONAL SECTION 21, T.4N., R.12E. OF THE 4TH P.M., TOWN OF FULTON, ROCK COUNTY, WISCONSIN.



LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
- ⊗ FOUND IRON PIPE - 1" DIA. UNLESS OTHERWISE SHOWN
- ⊗ FOUND ALUMINUM MONUMENT
- ⊗ FOUND DISK IN CONCRETE
- FOUND 3/4" IRON REBAR



NOTE: FIELDWORK COMPLETED MARCH 30, 2021.

NOTE: ASSUMED S0°02'18"W ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 21-4-12.

Project No. 121 - 014 For: LUEDTKE

SHEET 1 OF 3 SHEETS



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

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

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

TO: Edgerton Plan Commission

FROM: Ramona Flanigan

MEETING DATE: May 3, 2021

GENERAL DESCRIPTION

Address: N. East Badger Heights, Section 14, Town of Fulton.

Applicant: Booth

Parcel Size: 0.3 acres

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 parts of 2 lots and does not create any additional lots.

STAFF RECOMMENDATION

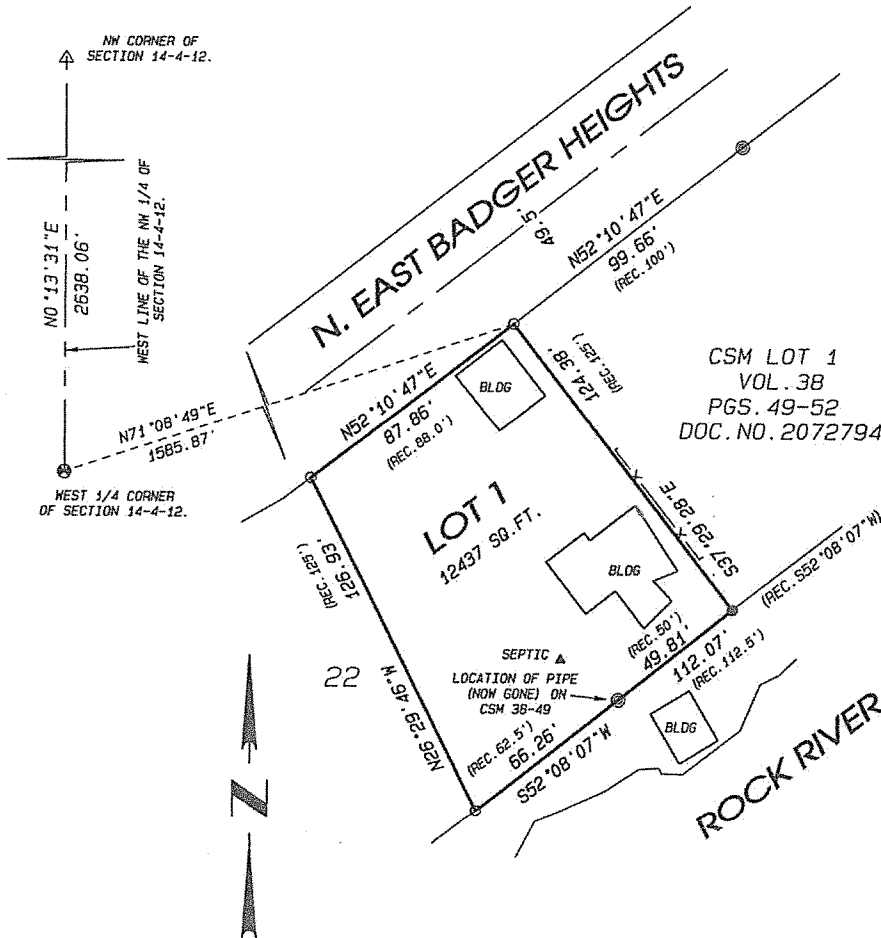
Because the petitioner does not propose to create any additional lots with this land division, staff recommends the Plan Commission recommend the City Council approve the proposed land division.

CERTIFIED SURVEY MAP

LOTS 20 AND 21, BADGER HEIGHTS, LOCATED IN GOVERNMENT LOT 2 OF FRACTIONAL SECTION 14, T.4N., R.12E. OF THE 4TH P.M., TOWN OF FULTON, ROCK COUNTY, WISCONSIN.

Land Division # _____ is Rock County Land Division and Management Ordinance Compliant.

Administrator _____



CSM LOT 1
VOL. 38
PGS. 49-52
DOC. NO. 2072794

- LEGEND:**
- SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT.
 - FOUND 3/4" IRON REBAR
 - ⊙ FOUND 1" IRON PIPE
 - ⊕ FOUND ALUMINUM MONUMENT
 - △ FOUND PK NAIL
 - X— FENCE

NOTE: FIELD WORK COMPLETED 4/9/21

NOTE: ASSUMED N0°13'31"E ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 14-4-12.

NOTE: SINCE LOT 1 CONTAINS EXISTING BUILDINGS WHICH UTILIZE AN EXISTING PRIVATE SEWAGE SYSTEM, NO SOIL EVALUATION ON THE LOT WAS REQUIRED AT THE TIME OF THIS SURVEY. HOWEVER, SOILS ON THE LOT MAY BE RESTRICTIVE TO THE REPLACEMENT OF THE SYSTEM.

Combs & Associates

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- LAND PLANNING
- CIVIL ENGINEERING

109 N. Milwaukee St. Janesville, WI 53548
www.combsurvey.com tel: 608 752-0575 fax: 608 752-0534

TO: Edgerton Plan Commission

FROM: Ramona Flanigan

MEETING DATE: May 3, 2021

GENERAL DESCRIPTION

Address: Albion Rd, Section 27, Town of Albion, Dane County

Applicant: Zimdars

Parcel Size: 2.0 acres

Description of Request: Create 1 lot

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 creates one lot.

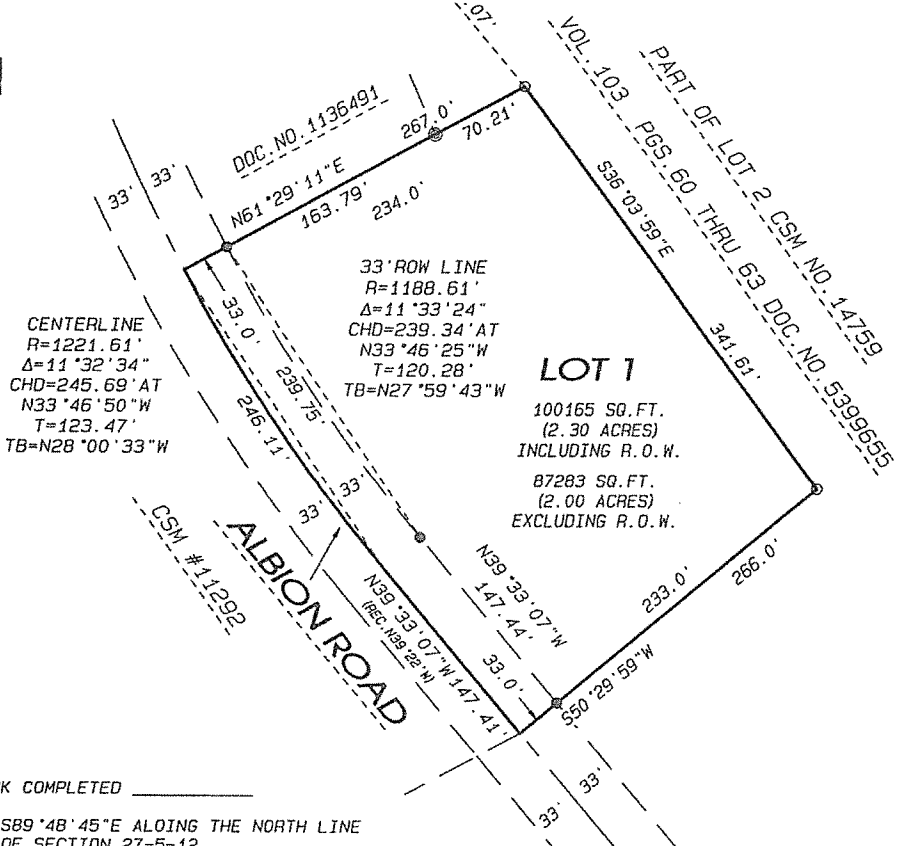
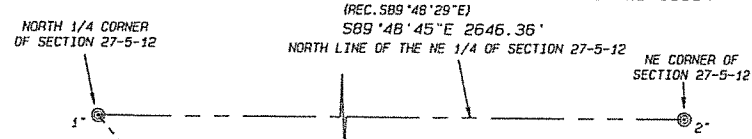
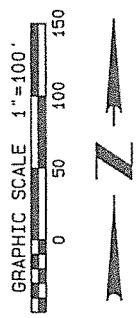
STAFF RECOMMENDATION

Staff recommends the City Council approve the proposed land division.

CERTIFIED SURVEY MAP NO. _____

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 14759, RECORDED IN VOLUME 103, PAGES 60 THRU 63 OF CERTIFIED SURVEY MAPS OF DANE COUNTY, WISCONSIN, AS DOCUMENT NO. 5399655 AND LOCATED IN THE SW 1/4 OF THE NE 1/4, NW 1/4 OF THE NE 1/4 AND IN THE NE 1/4 OF THE NW 1/4 OF SECTION 27, T.5N., R.12E. OF THE 4TH P.M., TOWN OF ALBION, DANE COUNTY, WISCONSIN.

OWNER OF RECORD:
LINDA G REPPEN
JACOB A REPPEN
444 ALBION RD
EDGERTON WI 53534



CENTERLINE
R=1221.61'
Δ=11°32'34"
CHD=245.69' AT
N33°46'50"W
T=123.47'
TB=N28°00'33"W

33' ROW LINE
R=1188.61'
Δ=11°33'24"
CHD=239.34' AT
N33°46'25"W
T=120.28'
TB=N27°59'43"W

LOT 1
100165 SQ. FT.
(2.30 ACRES)
INCLUDING R.O.W.
87283 SQ. FT.
(2.00 ACRES)
EXCLUDING R.O.W.

- NOTE: FIELDWORK COMPLETED _____
- NOTE: ASSUMED S89°48'45"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 27-5-12.
- NOTE: PLSS CORNERS AND TIES WERE LOCATED IN GOOD CONDITION AND FIELD VERIFIED.
- NOTE: REFER TO BUILDING SITE INFORMATION CONTAINED IN THE DANE COUNTY SOIL SURVEY.

Combs & Associates

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- CIVIL ENGINEERING

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

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

**CITY OF EDGERTON
ORDINANCE No. 21-06**

**A CHARTER ORDINANCE
TO AMEND SECTION 2.02 ELECTED OFFICIALS
OF THE EDGERTON CODE OF GENERAL ORDINANCES,
CITY OF EDGERTON ROCK AND DANE COUNTIES, WISCONSIN**

Aldersperson _____ introduced the following Charter Ordinance and moved its adoption:

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

Section 2.02 (1) and (2) shall be amended as follows:

(1) MAYOR AND ALDERPERSONS.

(a) ELECTION AND TERM. The Mayor shall be elected ~~in even-numbered years~~ for a term of ~~2~~ 3 years. Two aldermen shall be elected from each aldermanic district, with 1 from each district to be elected each year for a term of 2 years. Such terms shall commence as provided by law.

(b) SALARIES. The annual salary paid to the Mayor and alderpersons shall be determined by resolution.

(2) MUNICIPAL JUDGE.

(a) ELECTION AND TERM. The Municipal Judge shall be elected in even-numbered years for a term of ~~2~~ 4 years as provided in Chapter 6 of this Municipal Code.

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

Seconded by Aldersperson: Candy Davis

Roll Call: Ayes Noes

1st Reading:

2nd Reading:

3rd 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 _____, 2021.

Ramona Flanigan, City Administrator

LEASE

THIS LEASE (the “Lease”) is entered into as of the ____ day of ____, 2021 by and between the **City of Edgerton**, a Wisconsin municipal corporation (“Lessor”) and **Edgerton WI. Veterans Memorial, Inc.**, a Wisconsin non-stock corporation (the “Tenant” or “Veterans”).

RECITALS

WHEREAS, the Lessor is the owner of property located at 405 Swift St., in the city of Edgerton, Wisconsin; and

WHEREAS, the Edgerton WI. Veterans Memorial, Inc. is a nonprofit nonstock military organization formed to commemorate and preserve the memory of the veterans of Edgerton of each of the branches of service; and

WHEREAS, the Veterans have raised funds for the creation and maintenance of a memorial; and

WHEREAS, the Veterans, with the Lessor’s permission, have erected a certain aspects of a memorial upon the property as herein described; and

WHEREAS, the City has agreed to allow the Lessor to continue to utilize a portion of the property as a place on which to place the memorial; and

WHEREAS, the parties wish to formalize their agreements.

NOW THEREFORE, in consideration of the foregoing recitals and the premises and covenants recited herein, the receipt and sufficiency being hereby acknowledged, for the mutual benefit to each party, it is agreed as follows:

1. **Grant and Term.**

- (a) **Premises.** Lessor leases to Tenant, and Tenant leases from Lessor a portion of the property located at 405 Swift St., Edgerton, Wisconsin, more particularly depicted on **Exhibit A** attached hereto, (herein referred to as the “Premises”).
- (b) **Lease Term.** This Lease shall be for a term of thirty (30) years commencing on June 1, 2021 (“Commencement Date”) and terminating at midnight on May 31, 2051. Unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any lease period that it does not intend to renew this Lease, this Lease shall

automatically renew at the end of each lease period for a successive lease period upon all of the same terms and conditions of this Lease.

- (c) Surrender. Upon the termination of this lease, tenant shall have thirty (30) days from the Termination Date of this Lease to surrender the Premises to Lessor in the same condition as the Premises existed prior to the erection of the Memorial Installation. Tenant shall be responsible for the removal of all personal property and improvements made by Tenant to the Premises, including those monuments and flags already installed, at Tenant's sole cost and expense, unless otherwise agreed to in writing by the parties hereto. Failure on the part of Tenant to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to Lessor for whatever disposition is deemed to be in the best interest of Lessor.

2. **Use of Premises by Tenant.**

- (a) Use of Premises. The Premises will be used by Tenant to honor veterans and educate people about the nation's history and to display flags on poles for each of the six branches of service. The use will also include benches and commemorative brick pavers. (collectively, "Memorial Installation")
- (b) Maintenance by Tenant. The Tenant shall solely be responsible for the maintenance and repair of the Memorial Installation. The Lessor will mow the lawn in the memorial area.

3. **Rent; Expenses and Taxes.** In consideration for the value Tenant brings to the Premises, Lessor agrees to lease the Premises to Tenant for One Dollar and no/100 (\$1.00) per year which shall be due and payable on the first day of each Lease Year.

4. **Alterations and Additions.** Tenant shall have the right to make alterations and improvements upon the Premises to the extent (a) any and all additions are consistent with those monuments and installations already located on the premises as described in Section 2(a) herein; (b) any and all additions and improvements are in compliance with all government codes and regulations; (c) all required permits are obtained prior to the commencement of the work by Tenant, Tenant's agents, employees or outside contractors; (d) Lessor approved of all alterations and additions in writing; and (e) the Premises is returned to the same condition as the Premises existed prior to the erection of the Memorial Installation, unless otherwise agreed to in writing by the parties. Tenant shall promptly pay for any work done in or about the Premises contracted by him

and will not permit or suffer any construction or mechanics' liens to attach to the Premises as a result thereof, and shall promptly cause any claim for any such lien to be released or to secure the Lessor to Lessor's satisfaction in the event Tenant desires to contest any such claim.

5. **Repairs and Maintenance; Utilities.**

- (a) Tenant's Responsibilities. Tenant shall be responsible for maintenance and repair of any portion of the Memorial Installation on the Premises which may become necessary during the term of this Lease. Lessor has no obligation to make repairs or replace Memorial improvements.
- (b) Utilities. Lessor agrees to pay the cost of all utility services necessary for Tenant's installation.

6. **Insurance and Indemnities.**

- (a) Insurance by Tenant. Tenant shall obtain, at Tenant's expense, beginning on the Commencement Date, and shall maintain through the expiration or termination of this Lease, any policies of insurance, at such coverage and in such limits as it deems necessary and appropriate. The Lessor shall, at its sole discretion, provide property and liability insurance for the Memorial Improvements. In the event the Lessor decides to discontinue property insurance coverage, the Lessor shall notify the Tenant 90 days prior to the lapse in coverage at which time the Tenant shall obtain property insurance coverage.
- (b) Insurance Policies. If Property Insurance is required of Tenant, it shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class XI, as rated in the latest edition of Best's Insurance Guide, and shall be satisfactory in all respects to Lessor and the holder of any mortgage. If Tenant obtains property insurance, Tenant shall deliver to Lessor copies of such policies or certificates evidencing the existence and amounts of such insurance with additional insured clauses satisfactory to Lessor. When Tenant property insurance coverage is mandatory, no such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Lessor. At least thirty (30) days prior to the expiration of any such policies, Tenant shall furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost to Tenant. Tenant shall not do or permit anything to be done which will invalidate the property insurance policies furnished by Tenant. If Tenant fails to comply with the requirements of this Section, Lessor may obtain such

insurance and maintain it in effect, and Tenant shall pay Lessor the premium cost and any other costs or expenses incurred by Lessor.

- (c) Exemption of Lessor from Liability. Beyond what is covered by Lessor's insurance, Tenant hereby agrees that Lessor shall not be liable for injury or damage to the Memorial Installation, or other property of Tenant, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from any other cause whatsoever, whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except to the extent caused by Lessor's negligence, reckless or willful misconduct or breach of contract, or that of Lessor's agents or employees.
- (d) Indemnification. Tenant shall indemnify, defend and hold harmless Lessor from and against any and all claims arising from its use of the Premises, except to the extent caused by Lessor's negligence, recklessness or willful misconduct, or that of its agents or employees, and shall further indemnify, defend and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on the part of Tenant to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, customers, invitees, contractors, occupants, or employees, and from and against all reasonable costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Tenant, upon notice from Lessor, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Lessor.

7. **Events of Default.** The occurrence of any of the following events shall constitute a default of this Lease:

- (a) Tenant's failure to pay the rent, or any other sums payable hereunder for a period of ten (10) days after written notice by Lessor;
- (b) Tenant's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) days after written notice by Lessor;
- (c) Tenant's vacating or abandoning the Premises or attempting to mortgage or pledge its interest hereunder without Lessor's written consent;

- (d) Tenant's interest under this Lease being sold under execution or other legal process;
- (e) Tenant's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- (f) Tenant's failure to take occupancy of the Premises when same is tendered by Lessor to Tenant; or
- (g) Lessor's failure to observe, keep or perform any of the terms, covenants, agreements or conditions of this Lease for a period of (10) days after written notice by Tenant.
- (h) Tenant's failure to repair Memorial in the event Memorial is damaged.

8. **General Provisions.**

- (a) Severability. The invalidity of any provision of this Lease, or of its application to any person or circumstance as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- (b) Notices. All notices and demands hereunder shall be in writing, and shall be given by registered or certified mail, return receipt requested, and shall be deemed given if (a) hand delivered; (b) sent by Express Mail or a national commercial courier service for next day delivery, to be confirmed in writing by said courier or service; or (c) when deposited in the United States Mail with sufficient postage prepaid thereon to carry it to its addressed destination; and when addressed as follows:

LESSOR: City Administrator
 City of Edgerton
 12 Albion St.
 Edgerton, WI 53534
 608-884-3341

TENANT: Edgerton WI. Veterans Memorial
 PO Box345
 Edgerton, WI 53534

The above names and addresses may be changed at any time or from time to time by notice as above provided.

- (c) Waivers. No waiver by Lessor of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Tenant.
- (d) This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
- (e) Entire Agreement. This Lease contains the entire agreement between the parties, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

The parties hereby agree to the terms and covenants contained herein the day first written above.

LESSOR
City of Edgerton

TENANT
Edgerton WI. Veterans Memorial, Inc.

By: _____
Chris Lund, Mayor

By: _____

Attest: _____
Ramona Flanigan, City Administrator

To The Citizens of Edgerton:

Each year during Police Week, we remember those law enforcement officers who have made the ultimate sacrifice while serving those they were sworn to protect. Their deaths remind us all that the safety and security we enjoy come at a great cost. This tradition of honoring Law Enforcement came to pass on October 1, 1962, when President John F. Kennedy signed Public Law 87-726, a joint resolution of the 87th Congress: *Pursuant to 36 U.S.C. 136-137, the President designates May 15th of each year as "Peace Officers Memorial Day" and the week in which it falls as "Police Week."*

Each year during Police Week, communities across the United States hold memorial services in remembrance of police officers who have made the supreme sacrifice for their communities. May 15 has been designated National Peace Officers Memorial Day.

In 1994, President William J. Clinton signed Public Law 1030322, a joint resolution of the 103rd Congress directing that the flag of the United States be flown at half-staff on all government buildings on May 15th.

Most local communities incorporate a resolution into their municipal code designating days for Police Week and indicating that flags will be flown at half-staff on May 15th to honor the fallen Peace Officer. The City of Edgerton's Mayor Christopher Lund read and the Edgerton City Council passed the resolution at the May 3rd Council meeting.

Thank you for your thoughts; we here at the Edgerton Police Department appreciate your support!

***CITY OF EDGERTON DECLARATION
RECOGNIZE MAY 09–15, 2021 AS POLICE WEEK***

WHEREAS, the Congress and President of the United States have designated May 15th as Pease Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of the City of Edgerton's law enforcement play an essential role in safeguarding the rights and freedoms of the citizens of the City of Edgerton; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation;

NOW, THEREFORE, BE IT RESOLVED that the City of Edgerton Common Council calls upon all citizens of the City of Edgerton and upon all patriotic, civil and educational organizations to observe the week of May 9th as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

BE IT FURTHER RESOLVED that the City Council ask that during this week and throughout the year citizens will take time to honor and remember the dedication and bravery of all the law enforcement officers especially those who have laid down their lives in service to our cities, towns, villages, states and especially to our country.

This the 3rd day of May, 2021

Christopher W. Lund, Mayor

Attested:

Ramona Flanigan, City Administrator