

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

Monday, May 6, 2024 at 7:00 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Pledge of Allegiance.
3. Confirmation of appropriate meeting notice posted on Friday, May 3, 2024.
4. Council acceptance of agenda.
5. Personal appearances for non-agenda items limited to 3 minutes.
6. Minutes:
 - A. Consider approval of minutes of April 15, 2024 Council meeting.
 - B. Consider approval of minutes of April 16, 2024 Council Re-Organization meeting.
7. Committee Reports:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider "Class B" Combination Liquor License for Atria Hall, Karla Storlid Agent.
 3. Consider Event Packet for Fishing Derby.
 4. Consider Event Packet for Ilir's Celebration of Life Block Party
 5. Consider Temporary Class "B" Beer/Wine License for Chilimania Inc, for Ilir's Celebration of Life Block Party.
 6. Consider bids for compost and brush grinding.
 7. Consider quotes for heat pumps at Police Department.
 8. Consider amendment to Cedar Corporation contract for Albion St construction project.
 9. Consider amendment to Cedar Corporation contract for Lead Lateral replacement project.
 10. Consider Revive Edgerton Policy regarding work done before application submitted.
 - B. Fire District:
 1. Report on discussion and action taken at previous meeting.
 - C. Historic Commission
 1. Report on discussion and action taken at previous meeting.

D. Plan Commission

1. Report on discussion and action taken at previous meeting.
2. Consider extraterritorial land division for a one CSM to combine lots for Bittner on N Bigalow Ln, Section 11 Town of Fulton.
3. Consider extraterritorial land division for a one lot CSM to combine lots for Kendellen on N Edgewood Shores Rd, Section 14 Town of Fulton.

E. RDA

1. Report on discussion and action taken at previous meeting.
2. Consider façade grant for 16 W Fulton St for roof repair.
3. Consider façade grant for 204 W Fulton St for tuck pointing.

8. Consider City of Edgerton Declaration Honoring Alderperson Casey Langan.

9. Mayor, alderperson and staff reports.

10. 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 15, 2024 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

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

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

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Municipal Services Director Howard Moser, Police Chief Bob Kowalski, Library Director Beth Krebs-Smith, City Attorney Bill Morgan, and a few citizens.

Loveland confirmed the meeting agendas were properly posted on Friday, April 12, 2024 at the City Hall, Library, Post Office and the City website.

ACCEPT THE AGENDA: A Casey Langan/Jim Burdick motion to approve the agenda passed all voted in favor.

MINUTES: A Casey Langan/Tim Shaw motion to approve the March 25, 2024 Joint Council/Plan Commission meeting minutes passed all voted in favor.

A Casey Langan/Candy Davis motion to approve the April 1, 2024 Council meeting minutes passed, all voted in favor.

COMMITTEES:

Finance Committee: A Tim Shaw/Candy Davis motion to approve a change order for the Quigley St Street and Utility Improvement Project passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the bills and payroll in the amount of \$240,630.40 passed on a 6/0 roll call vote.

A Tim Shaw/Candy Davis motion to approve the Project Design & Construction Estimating Agreement for Veteran's Park Shelter with Silha & Sons/Dan Vickerman in the amount of \$10,800 using Contingency Funds passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the purchase of a tent for the festivals using Contingency funds passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve an event packet for Edgerton Lion's Club July 3rd Fireworks and waive all fees passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve a Temporary Class "B" Beer license for Edgerton Lion's Club July 3rd Fireworks passed on a 6/0 roll call vote.

A Tim Shaw/Candy Davis motion to approve the event packet for Edgerton Lion's Club Derby for Diabetes on May 4, 2024 passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the contract with Arch Solar for solar installation at various city buildings passed on a 6/0 roll call vote.

A Tim Shaw/Candy Davis motion to adopt City of Edgerton Resolution 06-24: Resolution Declaring Official Intent to Reimburse Expenditures for the SCADA Upgrade Project passed on a 6/0 roll call vote.

Redevelopment Authority: A Casey Langan/Shawn Prebil motion to approve a Small Economic Development Grant for 11 Canal St for a furnace in the amount of \$1,561.40 passed on a 6/0 roll call vote.

A Casey Langan/Tim Shaw motion to approve a façade grant for 104 W Fulton St to replace an awning in the amount of \$1,153.75 passed on a 6/0 roll call vote.

A Casey Langan/Jim Burdick motion to approve a façade grant for 116 W Fulton St to replace an awning in the amount of \$1,236.46 passed on a 6/0 roll call vote.

MAYOR, ALDERPERSON AND STAFF REPORTS: Mayor Lund read declaration recognizing and honoring Casey Langan for his public service to the City of Edgerton. Langan expressed gratitude for the opportunity to serve on Council. Council commended him for his service to our community.

CLOSED SESSION: Casey Langan/Shawn Prebil moved to go into closed session pursuant to Wis. Stat. 1985(1)(c) “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 land sale. The motion passed on a 6/0 roll call vote.

A Casey Langan/Shawn Prebil motion to go into open session passed on a 6/0 roll call vote.

116 SWIFT ST: A Casey Langan/Shawn Prebil motion to approve the MOU with Populance Architecture and Development regarding Child High School redevelopment passed on a 6/0 roll call vote.

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

Wendy Loveland
City Clerk
Adopted May 6, 2024

**APRIL 16, 2024 COMMON COUNCIL RE-ORGANIZATION
MEETING MINUTES, CITY OF EDGERTON**

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

Present: Candy Davis, Tim Shaw, Paul Davis, Jim Burdick and Shawn Prebil

Excused: Michelle Crisanti

Others Present: City Administrator Ramona Flanigan and City Clerk Wendy Loveland

Loveland confirmed the meeting agenda was properly posted on Friday, April 12, 2024 at the Post Office, Library, City Hall and City's website.

City Clerk Wendy Loveland swore in Alderpersons Jim Burdick and Tim Shaw. Alderperson Michelle Crisanti was sworn in at an earlier date.

ELECT COUNCIL PRESIDENT: A Candy Davis/Shawn Prebil motion to nominate and elect Jim Burdick as Council President passed, all voted in favor.

CONSIDER COMMITTEE, COMMISSION AND CONTRACTUAL APPOINTMENTS: The Mayor presented the Council with his recommended appointments to committees, commissions and contractual services.

A Jim Burdick/Tim Shaw motion to approve the committee, commissions, authorities and boards as recommended passed on a 5/0 roll call vote.

A Jim Burdick/Shawn Prebil motion to approve the contractual appointments as recommended passed on a 5/0 roll call vote.

CONSIDER APPOINTMENT OF ZONING BOARD OF APPEALS CHAIR: A Candy Davis/Shawn Prebil motion to approve the Mayor's recommendation of Jim Kapellen as Chairperson of the Zoning Board of Appeals passed on a 5/0 roll call vote.

CONSIDER APPOINTMENTS TO JOINT REVIEW BOARD: A Candy Davis/Shawn Prebil motion to approve the Mayor's recommendation of Jim Burdick as elected representative for Joint Review Board passed on a 5/0 roll call vote.

A Candy Davis/Jim Burdick motion to approve the Mayor's recommendation of Jon Paulson as Joint Review Board Citizen-at-large passed on a 5/0 roll call vote.

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

Wendy Loveland
City Clerk

Adopted May 6, 2024

Memo

To: Common Council
From: Staff
Date: 5/2/2024
Re: May 6, 2024 Meeting

Compost/Brush Grinding: The City contracts the grinding of brush/compost on a biannual basis. Staff contacted several vendors and received two quotes for the grinding. Urban Forest Services LLC provided the lowest responsible quote as shown below:

CONTRACTOR	MOBILIZATION	HOURLY RATE	ESTIMATED TOTAL
URBAN FOREST SERVICES LLC	\$400	\$600	\$7,600
BUCKLINS	\$1,500	\$575	\$8,400.

Staff recommends awarding the brush/compost grinding contract to Urban Forest Services LLC at the quoted hourly rate and mobilization fee.

Bid Summary-Edgerton Police Department
215 West Fulton St.
Edgerton, WI. 53534

In conjunction to the installation of a solar power system at the police station, bids have been obtained for a more efficient heating and cooling system:

Company	Estimate Amount	Equipment
Al Beyers	\$10,589.00	Bryant Hybrid-Heat -"Puron" Evolution Series Heat Pump System – 4 ton variable speed unit
Dohner Heating & Cooling	\$12,350.00	Champion High Efficiency Single Stage 95% 80,000 BTU Furnace/Champion 19SEER 3 ton Heat Pump/Champion 3 ton Cased Coil Psd.
Harker Heating & Cooling	\$12,738.00	Carrier 2 Stage Heat Pump – 4 ton unit

As the city moves forward with the process of installing a solar power system at the police department as well as other municipal buildings the police department has received quotes for more energy efficient heat pump/cooling system in order to save on energy costs.

I have received three bids to replace the heating/cooling system with the intention of tying the entire HVAC system into solar panels for additional savings. All three of the bids reflect a unit that could adopt a heat pump/cooling system compatible to solar energy when installed at the department.

All bids include 10-year parts warranty and 1-year labor as well as energy rebates.

Staff recommends the City select Al Beyer's proposal for \$10,589.00.

Project No: 4894-0114
Addn. No: 60
Date: 1/26/2024

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Albion Street - Street and Utility Improvements, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Albion Street - Street and Utility Improvements

- Description: Design both Phase 1 and Phase 2; Construct Phase 1
- Coordinate with the OWNER, assist with development of site list, prepare specifications and bidding documents, assist with bidding and analysis, assist with construction administration, observation and documentation.
- Provide for one bidding of Phase 1 construction

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site, when requested, continuously during underground utility installation. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.

- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- Recommendation for payment of Contractor's progress payment requests.
- Assist with wage rate interviews when requested

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The

ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$177,545
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Design/Bidding	Late 2023/Early 2024
Project Construction	Summer 2024
Substantial Completion	Fall 2024
Final Completion	Spring/Summer 2025

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 26th day of January, 2024.

For OWNER:

For ENGINEER:

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By: William A. Betzig

Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By: David K. Sauer

Name: _____

Name: David K. Sauer

Title: _____

Title: Director

Project No: 4894-0116
Addn. No: 57
Date: 6/22/2023

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: 2024 Lead Service Lateral Replacement, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: 2024 Lead Service Lateral Replacement

- Description: Coordinate with the OWNER, assist with development of site list, prepare specifications and bidding documents, assist with bidding and analysis, assist with construction administration, observation and documentation.
- Provide for one bidding of combined public and private side laterals

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect

to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide part time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site, when requested, continuously during underground utility installation. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.

- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- Recommendation for payment of Contractor's progress payment requests.
- Assist with wage rate interviews when requested

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$38,700
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Design/Bidding	Late 2023/Early 2024
Project Construction	Summer 2024
Substantial Completion	Fall 2024
Final Completion	Winter 2024

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 26th day of January, 2024.

For OWNER:

For ENGINEER:

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By: Will Betzig

Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By: David K. Sauer

Name: _____

Name: David K. Sauer

Title: _____

Title: Director

Memo

To: Finance
From: Staff
Date: 4/26/2024
Re: Revive Edgerton Review

Program statistics: Attached is a spreadsheet detailing program activity. Below is a summary:

- The program has dispersed a total of \$79,922 in funding since its creation in 2021 for 32 projects. 69% of the funds awarded were in grants and 31% have been for four loans. Please note that loan money will be repaid and can be used again by other applicants, thus extending the life of the program.
- The average size of the projects completed is \$14,539. The current policy allows for a **grant** of 25% of the project costs up to \$10,000. If the project exceeds \$10,000, the applicant can apply for a **loan** (2% interest with 10-year term) for 50% of the costs exceeding \$10,000. Given the average project size, the \$10,000 grant/loan policy seems appropriate.
- The current balance of available funding is \$426,103. The average amount of funds dispersed for 2022 and 2023 was \$35,707.

Current Main Policies:

- Home owners are eligible; rental properties are not
- Affordable is defined as properties having an assessed value of less than the average assessed value of all single-family homes and condominiums in the City.
- Eligible work includes investments that increase the area of the home or modernize the home; energy efficiency improvements; mechanical additions such as adding air conditioning, etc. Ineligible activities are those that relate to maintenance (replace furnace, replace roof, decks, appliances, etc.)
- Work completed prior to approval of the loan/grant agreement are ineligible.

Policy questions:

- Does the committee believe we should try to increase the rate at which we are funding projects?
- If so, should we increase the eligibility threshold to 110 or 120% of the average assessed value?
- Does the Committee want to modify policies to encourage more grants or loans?
- Should grants be a larger percentage of the project costs than the current 25%?
- Should more repair or replacement type work be allowed?

- Should we offer the program to owners of rental property? Our consultant who administers major aspects of the program has the following insights into this question: It will take more time to work on a landlord project because the tenants will be involved along with the landlord and sometimes that can make things more complicated. We would need to have the tenant be the one to income qualify, not the landlord, so we would need to be able to get the income information from the tenants. We would have to decide if we would put restrictions on the property requiring, the landlord rent to a low to moderate household for a period of time or just at the time the project is completed. All of this takes more administration time.
- Should we modify the program to offer funds to projects that **create** affordable housing?
- Should we allow projects that were completed before an application was filed to obtain funding? A resident has made this request recently. Staff recommends against this policy as there have been many requests over the years in which residents were denied based on the policy that applications must be filed before any work is done. Our consultant agrees with the current policy and notes that there are requirements that must be agreed upon in the Notice of Award that we would not know if they were met if the work was completed prior to applying.

Revive Edgerton Program

	Project	Project cost	Grant amount	Maximum Loan amount	Actual Loan Amount	Property owner Investment	Pending	Pd as of 04/19/24
1	Insulation/windows	\$ 2,021.95	\$ 505.48			\$ 1,516.47		\$ 505.48
2	Windows	\$ 7,478.00	\$ 1,868.88			\$ 5,609.12		\$ 1,868.88
3	Windows	\$ 4,532.44	\$ 1,133.11			\$ 3,399.33		\$ 1,133.11
4	Windows	\$ 8,228.00	\$ 2,057.00			\$ 6,171.00		\$ 2,057.00
5	Electric/Windows/AC	\$ 44,674.00	\$ 2,500.00	\$ 17,337.00	\$ 685.00	\$ 24,837.00		\$ 3,185.00
6	Windows/Porch	\$ 32,549.18	\$ 2,500.00	\$ 14,391.09	\$ 10,621.86	\$ 15,658.09		\$ 13,121.86
7	Garage	\$ 14,963.06	\$ 2,500.00			\$ 12,463.06		\$ 2,500.00
8	Electric/remodel	\$ 13,869.54	\$ 2,500.00			\$ 11,369.54		\$ 2,500.00
9	Remodel	\$ 15,800.00	\$ 2,500.00			\$ 13,300.00		\$ 2,500.00
10	Mechanical upgrade	\$ 11,428.00	\$ 2,500.00			\$ 8,928.00		\$ 2,500.00
11	Remodel	\$ 50,000.00	\$ 2,500.00			\$ 47,500.00		\$ 2,500.00
12	Solar Panels	\$ 25,863.00	\$ 2,500.00	\$ 8,011.50	\$ 7,951.50	\$ 15,351.50		\$ 10,431.50
13	Replace water heater	\$ 2,570.00	\$ 642.50			\$ 1,927.50		\$ 642.50
14	Insulation upgrade	\$ 6,050.00	\$ 1,512.50			\$ 4,537.50		\$ 1,512.50
15	Asbestos removal	\$ 1,750.00	\$ 437.50			\$ 1,312.50		\$ 437.50
16	Mechanical upgrade	\$ 12,275.00	\$ 2,500.00			\$ 9,775.00	X	
17	Solar Panels	\$ 33,523.00	\$ 2,500.00			\$ 31,023.00	X	
18	Remodel	\$ 16,000.00	\$ 2,500.00			\$ 13,500.00	X	
19	Garage	\$ 17,000.00	\$ 2,500.00			\$ 14,500.00		\$ 2,500.00
20	Cistern	\$ 4,229.00	\$ 1,057.25			\$ 3,171.75		\$ 1,057.25
21	Bathroom remodel	\$ 18,824.68	\$ 2,500.00			\$ 16,324.68		\$ 2,500.00
22	Duct Work	\$ 5,000.00	\$ 1,250.00			\$ 3,750.00		\$ 1,250.00
23	Windows	\$ 16,375.00	\$ 2,500.00			\$ 13,875.00		\$ 2,500.00
24	Windows	\$ 8,881.00	\$ 2,220.25			\$ 6,660.75		\$ 2,220.25
25	Remodel	\$ 10,563.00	\$ 2,500.00			\$ 8,063.00		\$ 2,500.00
26	Windows	\$ 21,575.00	\$ 2,500.00	\$ 5,837.50	\$ 5,837.50	\$ 13,237.50		\$ 8,337.50
27	Windows	\$ 5,625.01	\$ 1,406.25			\$ 4,218.76		\$ 1,406.25
28	Windows	\$ 4,722.64	\$ 1,180.66			\$ 3,541.98		\$ 1,180.66
29	Windows	\$ 12,150.00	\$ 2,500.00			\$ 9,650.00		\$ 2,500.00
30	Windows	\$ 8,301.00	\$ 2,075.25			\$ 6,225.75		\$ 2,075.25
31	Windows	\$ 13,900.00	\$ 2,500.00			\$ 11,400.00		\$ 2,500.00
32								
Total		\$ 450,721.50	\$ 62,346.63	\$ 45,577.09	\$ 25,075.86	\$ 331,397.78		\$ 79,922.49

	Start		2021	2022	2023	4/19/2024
	\$	\$				
Adm costs	\$	952.50	\$	5,299.75	\$	2,669.00
Funds dispersed	\$	3,507.47	\$	32,813.86	\$	38,601.16
Loan Principal repaid					\$	1,188.61
Interest on loans and investments	\$	321.87	\$	2,935.70	\$	16,820.99
TID 8 Increment					\$	135,961.31
Available funds	\$	349,975.45	\$	314,797.54	\$	427,498.29
					\$	426,103.41

Memo

To: RDA
From: Staff
Date: 4/24/2024
Re: May 6, 2024 Meeting

204 W Fulton St: The owner of 204 W Fulton Street (Teen Center) is seeking a grant for tuckpointing the top two feet on the south and east sides of the structure. The bid for the work is \$9,365. The maximum grant amount would be \$3,746. Please note that, if the grant were approved, the funding source for this project would be from the limited ED Fund from which each property can only receive one grant per year.

16 W Fulton St: The owner of 16 W Fulton Street (Pat's Realty) is seeking a grant to repair the roof. The bid for the work is \$5,700. The maximum grant amount would be \$2,280. Please note that, if the grant were approved, the funding source for this project would be from the limited ED Fund from which each property can only receive one grant per year.

CITY OF EDGERTON DECLARATION

Recognizing and Honoring Alderperson Casey Langan for his Public Service to the City of Edgerton

WHEREAS, Alderman Casey Langan has faithfully served the 1st district and all citizens of the City of Edgerton with unwavering dedication and commitment from April 2020 to April 2024;

WHEREAS, Alderman Langan has served with distinction on multiple vital committees including the Parks & Recreation Committee, Public Works Committee, Redevelopment Authority Committee, Tourism Commission, Joint Review Board, and Board of Review;

WHEREAS, Alderman Langan's visionary leadership has been instrumental in the establishment of the Tourism Commission, enhancing Edgerton's appeal as a destination and bolstering economic prosperity for the community;

WHEREAS, Alderman Langan's advocacy for the Pollinator program reflects his dedication to environmental sustainability and the preservation of Edgerton's natural beauty;

WHEREAS, Alderman Langan has been a steadfast advocate for lead lateral replacement, prioritizing the health and safety of all citizens of Edgerton;

WHEREAS, Alderman Langan's efforts to promote solar energy for city buildings demonstrate his commitment to innovative solutions for environmental challenges and reducing the carbon footprint of our community;

WHEREAS, Alderman Langan's instrumental role in the creation of Tax Increment Financing (TIF) districts and veteran housing has significantly contributed to community development and the well-being of Edgerton's residents;

WHEREAS, Alderman Langan's unwavering support for historic preservation ensures that the rich heritage of Edgerton is safeguarded for future generations;

NOW, THEREFORE BE IT RESOLVED, that the City of Edgerton expresses its deepest gratitude and highest commendation to Alderman Casey Langan for his outstanding service, exemplary leadership, and tireless advocacy on behalf of the citizens of Edgerton.

Attest

Christopher Lund, Mayor

Wendy Loveland, City Clerk