

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

Monday, September 16, 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, September 13, 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 September 3, 2024 Council meeting.
7. Committee Reports:
 - A. Finance Committee:
 1. Consider Change Order #2 for RT Fox for the Quigley Street, Street and Utility Improvement project.
 2. Consider Final Pay Request for RT Fox for the Quigley Street, Street and Utility Improvement project.
 3. Consider approval of bills and payroll vouchers.
 4. Consider event packet for Edgerton FFA Alumni Pork Chop Dinner.
 5. Consider funding for additional Badger Book from City of Kenosha.
 6. Consider vendor for website developer and hosting.
 7. Consider Salt Bids.
 8. Consider Temporary Class "B" Beer licenses for Edgerton Chamber of Commerce for the Edgerton Night Market.
 - B. Library Board:
 1. Report on discussion and action taken at previous meeting.
 - C. Parks & Recreation:
 1. Report on discussion and action taken at previous meeting.
 - D. Utility Commission:
 1. Report on discussion and action taken at previous meeting.

8. Consider introduction and first reading of City of Edgerton Ordinance 24-14: Ordinance to amend Chapter 167 “Alcohol Beverages” Section 167-4 C “Class C Wine” of the Edgerton Code of General Ordinances, City of Edgerton Rock and Dane Counties, Wisconsin.
9. Consider City of Edgerton Resolution 23-24: Resolution Requesting Exemption from Rock and Dane County Library Tax, City of Edgerton, Dane and Rock Counties, Wisconsin.
10. Consider approval of 2025 Joint Powers Agreement with Rock County 911 Communications.
11. Consider request by Populance LLC to assign the Development Agreement for 116 Swift St to Florentine Legacy LLC.
12. Consider release of access easement at 116 Swift Street.
13. Consider authorization to accept the donation of 116 Swift Street to fulfill the obligation of the Development Agreement.
14. Consider approval of the transfer of 116 Swift Street to Florentine Legacy LLC upon receipt of property.
15. 2025 Budget and Capital Improvement Plan
16. Mayor, alderperson and staff reports.
17. 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.

**SEPTEMBER 3, 2024 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

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

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

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Municipal Services Director Howard Moser, Aquatics Director Anne Gohlke, Police Chief Bob Kowalski, and City Attorney Bill Morgan.

Loveland confirmed the meeting agendas were properly posted on Friday, August 30, 2024 at the City Hall, Library, Post Office and the City's website.

ACCEPT THE AGENDA: A Candy Davis/Shawn Prebil motion accept the agenda as printed passed, all voted in favor.

MINUTES: A Tim Shaw/Shawn Prebil motion to approve the August 19, 2024 Council meeting minutes as amended passed, all voted in favor.

COMMITTEES:

Finance Committee: A Tim Shaw/Shawn Prebil motion to approve pay request #3 for BKS Excavating for the Albion St, Utility and Street Improvement Project in the amount of \$165,952.52 passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the bills and payroll in the amount of \$809,963.27 passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve change order #1 for Arch Electric for Solar Installation in the amount of \$7,027.30 using ARPA funds passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve funding for computer back up services for the 4 servers, 3 stand-alone computers and email services as quoted using contingency funds passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve a contract amendment for the Clerk of Courts fee for a \$100 increase per month passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to adopt City of Edgerton Resolution Authorizing the issuance and Sale of up to \$1,273,440 Taxable General Obligation Water System Promissory Notes. Series 2024B, and Providing for other Details and covenants with Respect Thereto passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the contract with Quarles & Brady for the Safe Drinking Water loan for the replacement of public and private lead service lines passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the Financial Assistance Agreement for Project #4800-08 Lead Service Lateral Replacement Project passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to adopt City of Edgerton Resolution Authorizing the issuance and Sale of up to \$330,882 General Obligation Water System Promissory Notes. Series 2024A, and Providing for other Details and covenants with Respect Thereto passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the contract with Quarles & Brady for the Safe Drinking Water loan for the Quigley Street Project passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the Financial Assistance Agreement for Project #4800-03, Quigley Street Utility and Improvement Project passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to adopt City of Edgerton Resolution 22-24: Amend Fee Schedule to add a Code Enforcement Reinspection Fee passed on a 6/0 roll call vote.

Fire District: Alderperson Candy Davis presented the monthly financial report for the Fire District. Because of unforeseen circumstances, the district is reporting a revenue shortfall of nearly \$1,000,000. It was reported that 2/3 of this amount is made up of revenue from Medicare payments and 1/3 is revenue from private insurance payments. This amount was put into the Fire District budget as revenue on the assumption the federal government would reimburse the district for these charges.

Tim Shaw asked if this amount was total for the district or is this just for the Westside District. Candy said she thought it was total for the entire District but she would inquire about it. Shaw asked how this shortfall will impact the new construction. He felt the district could not justify spending millions of dollars on new infrastructure when they are that short in revenue.

Plan Commission: A Jim Burdick/Paul Davis motion to approve an extraterritorial land division for Alcivia to correct a CSM on Pierce Road in Section 26 of the Town of Albion passed on a 6/0 roll call vote.

Personnel Committee: A Candy Davis/Tim Shaw motion to approve a WPPA amendment regarding lateral hiring process as presented, giving the Mayor approval to sign the final agreement passed on a 6/0 roll call vote.

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

Wendy Loveland
City Clerk
Adopted September 16, 2024

Memo

To: Common Council
From: Staff
Date: 9/12/2024
Re: September 16, 2024 Meeting

Badger Book purchase: The City of Kenosha purchased Badger Books in 2020 and never used them. They are selling their Badger Books for \$1,000 each. The 2020 purchase price was \$1900. Purchasing another Badger Book would allow the election staff to more efficiently process absentee ballots on election day. This additional machine would also serve as a backup machine in the event one of our current machines becomes disabled. Staff recommends we buy one of the Badger Books from Kenosha.

City Website: The City budgeted funds in 2024 for a new municipal website host and staff narrowed down the search to four potential options (listed below). All of the vendors specialize in municipal websites and have worked with municipalities in surrounding areas. Staff received quotes and participated in virtual demonstrations with each vendor. After review and discussion, staff concluded that Munitbit would be the best fit for the City. Staff recommends selecting Munitbit as the new website host for the City of Edgerton.

	Munibit	Townweb	Civic Plus	Revize
Set-up cost (one-time fee)	-	\$2,500	\$1,000	\$6,600
Yearly Fee	\$2,388	\$3,020	\$4,510 (5% increase each year)	\$2,400

Please note that depending on staff availability during the usual end of the year processes (budget, audit, IRS reporting, etc.), the new website implementation may carry over into 2025.

116 Swift Street: There are several items on the agenda related to the redevelopment of 116 Swift St (Child High School).

- Assignment of Agreement. Populance, LLC, the developer with whom the city has the Agreement to redevelop 116 Swift St, requests permission to assign the rights and obligations of the development agreement to Florentine Legacy LLC, the entity that will redevelop the property. The principals of the two entities are the same.
- Authorization to accept the donation of 116 Swift St: Restates the provisions of the approved Agreement to accept the donation of 116 Swift and authorize the Mayor to sign as documentation.
- Approval to transfer to Florentine Legacy LLC: Restates the provisions of the approved Agreement to transfer 116 Swift St to Florentine Legacy LLC and allow the Mayor to sign as documentation
- Easement Release: The city will take ownership of 116 Swift St for a brief period before transferring the property to Populance for the redevelopment of the Child High School. During the brief time the

City owns the parcel, the city should release an access easement that is no longer needed due to the reconfiguration of the parking lot. A new access easement will be recorded in the location of the new driveway. (See attached) The release should be conditioned upon the Plan Commission's recommendation regarding the release.

Class "C" Wine license ordinance amendment: On May 1, 2024, the Department of Revenue changed the State Statutes regarding restrictions on Class "C" Wine licenses. Before the change the Class C Wine license was restricted to restaurants in which the sale of alcohol beverages accounted for less than 50% of gross receipts. With the change, the Class C Wine license is no longer restricted and is available for any type of business. The City's current liquor ordinance reflects the law before the change, therefore needs to be updated to reflect the new State Statute.

**CITY OF EDGERTON
ORDINANCE No. 24-14**

**AN ORDINANCE TO AMEND CHAPTER 167 "ALCOHOL BEVERAGES" SECTION 167-4 C
OF THE EDGERTON CODE OF GENERAL ORDINANCES, CITY OF EDGERTON ROCK
AND DANE COUNTIES, WISCONSIN**

Aldersperson introduced the following Ordinance and moved its adoption:

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

Chapter 167, Section 167-4 C shall read as follows:

- A. 167-4 C "Class C" wine licensees may sell wine by the glass or in one opened original container for consumption on the premises where sold. The open container may be taken for consumption off the premises only if in compliance with § 125.51(3r), Wis. Stats. The licensee or licensed operator must be on the premises at all times. Any holder of a "Class C" license shall abide by the same closing hours as provided to those holders of Class "B" licenses. "Class C" wine licenses may be granted to an applicant only if the applicant meets the qualifications set out in § 125.04(5), Wis. Stats., for other retail licensees; ~~2) the license is for a restaurant [see §125.02(18), Wis. Stats.] in which the sale of alcohol beverages accounts for less than 50% of gross receipts; and 3) wine is the only intoxicating liquor sold in the barroom.~~

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

Seconded by Aldersperson:

Roll Call: Ayes: Noes:

Christopher Lund, Mayor

1st Reading: September 16, 2024

2nd Reading:

Adopted:

Published:

Dated:

Wendy Loveland, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF ROCK)

I, Wendy Loveland, City Clerk, City of Edgerton, Rock and Dane Counties, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the ordinance adopted by the Common Council of the City of Edgerton at its regular meeting the day of, 2024.

Wendy Loveland, City Clerk



RESOLUTION No. 23-24

RESOLUTION REQUESTING EXEMPTION FROM ROCK AND DANE COUNTY LIBRARY TAX, CITY OF EDGERTON, DANE AND ROCK COUNTIES, WISCONSIN

WHEREAS, the Rock and Dane County Boards have established county libraries and levy a county library tax as authorized under Section 43.57(3) of the Wisconsin Statutes, and

WHEREAS, Section 43.64(2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s. 43.52(1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS, the City of Edgerton will, in 2024 appropriate and expend, in 2025, an amount in excess of that calculated above,

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Edgerton hereby requests of the Rock County Board of Supervisors and Dane County Board of Supervisors that the City of Edgerton be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64(2).

BE IT FUTHER RESOLVED that confirmed copies of this resolution be forwarded by the City Clerk to the appropriate parties.

Motion by:

Second by:

Roll Call: Ayes: Noes:

Dated: September 16, 2024

Christopher W. Lund, Mayor

ATTEST:

Wendy Loveland, City Clerk

**JOINT POWERS AGREEMENT
256.35(9) Wis. Stats**

ROCK COUNTY AND CITY OF EDGERTON

Rock County (County) and City of Edgerton (Municipality) have combined with other municipalities to establish a sophisticated telecommunications system which automatically connects a person dialing the first "911" to a public safety answering point (PSAP) provides the PSAP with the caller's location and number identification.

Wis. Stats. 256.35(9) requires that County and Municipality annually enter into this Joint Powers Agreement as follows:

- 1) This agreement is applicable on a daily basis.
- 2) If an emergency service vehicle is dispatched in response to a request through the Rock County System, which the Municipality is a part of, such vehicle shall render its services to the persons needing the services regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries. The intent of this paragraph is to meet the legal requirements of the Wisconsin State Statutes. It is not to assign calls to emergency service departments outside of their defined service areas on a regular basis. Only unusual circumstances will require such assignment.
- 3) Municipality directs the Rock County PSAP Center receiving a call for service in the Municipality's jurisdiction to dispatch the call in the following manner.

Primary:	Police:	County Main Repeater 155.985 (TX), 159.090 (RX)
	Fire:	RF Main 153.950 (RX), 155.715 (TX) RF Paging 154.310 (RX), PL Tone 79.7
	EMS:	Same as Fire

Secondary: Police: County TAC Repeater 154.950 (TX), 158.730 (RX)
Fire: RF Central 150.815 (TX), 155.430 (RX)
EMS: Same as Above

4) All calls of an administrative nature shall be referred to Municipality's published telephone number as follows:

Administrative: Police: 884-3321
Fire: 884-3326
EMS: 884-3326

- 5) The Rock County PSAP will maintain a record of the receipt of all 911 calls, emergency and non-emergency, and a record of the dispatch. Municipality must keep records of the receipt of the dispatch and disposition.
- 6) Rock County will file a copy of this Agreement with the Wisconsin Department of Justice as required by sec. 256.35(9), Wis. Stats.

The respective Board/Council has authorized this Joint Powers Agreement and the undersigned have been authorized to execute this Agreement effective January 1, 2025.

X _____ Date _____
Rock County Administrator

X _____ Date _____
City of Edgerton, Mayor

X _____ Date _____
City of Edgerton, City Clerk

ASSIGNMENT OF AGREEMENT

This assignment and assumption of agreement is between **Populance LLC** (the "Assignor") and **Florentine Legacy LLC**, (the "Assignee").

RECITALS

WHEREAS, the Assignor and the **City of Edgerton** (the "Other Party"), entered an agreement dated August 5, 2024 (the "Agreement"), a copy of which is attached as **Exhibit A**; and

WHEREAS, under Section 11 of the Agreement relating to assignments, the Assignor may assign the Agreement to the Assignee with the consent of the Other Party; and

WHEREAS, the Other Party is willing to grant this assignment.

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

1. ASSIGNMENT.

The Assignor assigns to the Assignee of all its rights in, and delegates to the Assignee all of its obligations under, the Agreement. This transfer will become effective on (the "Effective Date"), and will continue until the terms of the Agreement end or are satisfied.

2. ASSUMPTION OF RIGHTS AND DUTIES.

After the Effective Date, the Assignee shall assume all rights and duties under the Agreement. However, the Assignor remains responsible for obligations accruing before the Effective Date.

3. INCONSISTENCY.

If there is a conflict between this assignment and the Agreement, the terms of the Agreement will govern.

4. AGREEMENT CONTINUANCE.

Except as expressly modified and supplemented by this assignment, all other terms in the Agreement remain in full effect and continue to bind the parties, including the prohibition against further assignments without the Other Party's express written consent.

5. ASSIGNOR'S REPRESENTATIONS.

The Assignor represents that:

- (a) it is the lawful owner of the interests assigned under this assignment;
- (b) it has not previously assigned its rights under the Agreement;
- (c) the interests assigned under this assignment are free from all encumbrances; and
- (d) it has all necessary authorities to act under this assignment.

6. INDEMNIFICATION.

(a) Of Other Party by Assignee.

The Assignee shall indemnify the Other Party against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense, resulting from the Assignee's performance under the Agreement after the Effective Date.

(b) Of Other Party by Assignor.

The Assignor shall indemnify the Other Party against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, resulting from the Assignor's performance under the Agreement before the Effective Date. With respect to claims, actions, judgments, liabilities, proceedings, and costs resulting from the Assignee's performance under the Agreement after the Effective Date, the Other Party shall look first to the Assignee to satisfy those claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense.

(c) Of Assignee by Assignor.

The Assignor shall indemnify the Assignee against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered by or asserted against the Assignee because of the Assignor's failure to have performed, before the Effective Date, all of the Assignor's obligations under the Agreement or because of any other claims accruing before the Effective Date that may be asserted with respect to the Agreement.

(d) Of Assignor by Assignee.

The Assignee shall indemnify the Assignor against all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense, that may after the Effective Date be suffered by or asserted against the Assignor because of the Assignee's failure to have performed, after the Effective Date, all of the Assignor's obligations under the Agreement or because of any other claims accruing after the Effective Date that may be asserted with respect to the Agreement.

7. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

8. SEVERABILITY.

If any provision contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.

9. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

10. ENTIRE AGREEMENT.

This assignment, together with the Agreement, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this assignment are expressly merged into and superseded by this assignment. The provisions of this assignment may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. No party was induced to enter this assignment by, and no party is relying on, any statement, representation, warranty, or agreement of any other party except those set forth expressly in this assignment. Except as set forth expressly in this assignment, there are no conditions precedent to this assignment's effectiveness.

11. HEADINGS.

The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.

12. EFFECTIVENESS.

This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed to be the effective date of this assignment ("Effective Date").

13. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

Each party is signing this assignment on the date stated above that party's signature.

Date: 08.23.24

By: Populance, LLC (Assignor)



Name: Christopher Gosch, Owner

Date: 08/26/24

By: Florentine Legacy, LLC (Assignee)



Name: Christopher Gosch, Managing Member

(Consent on Following Page)

CONSENT

The Other Party hereby acknowledges and consents to the above assignment and assumption, and as of its effective date.

In executing its consent to this assignment, the Other Party does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.

Date: _____

By: City of Edgerton

Name: Mayor Christopher W. Lund

Attest:

Ramona Flanigan, Administrator

the Florentine

GENERAL NOTES

DRAWING NOTES

CODE NOTES

PROPOSED SEWER PLAN

Project ID: 1486

Project Manager: [Name]

Date: 07/20/24

Scale: 1" = 10'-0"

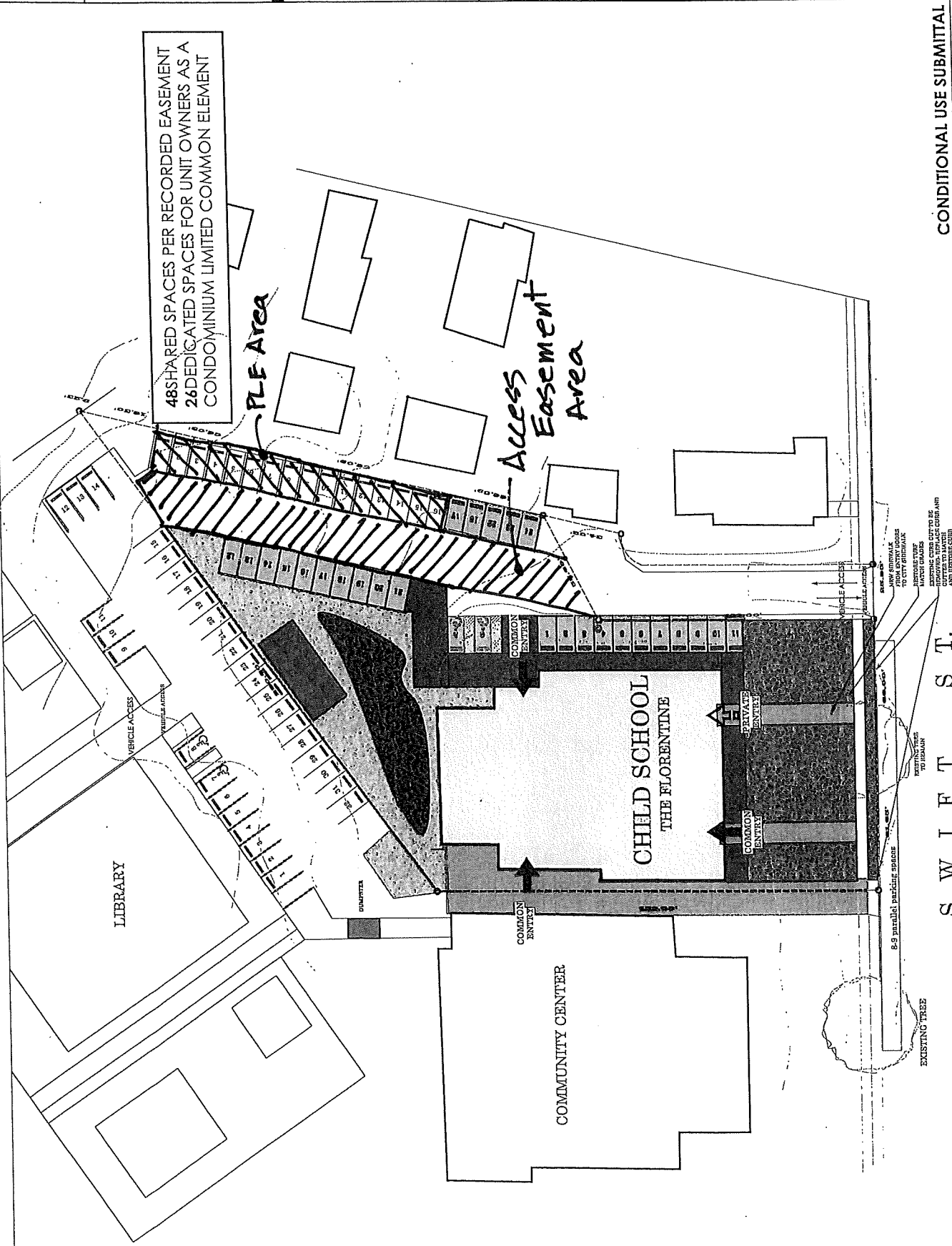
Sheet No: 07/20/24

CL-01

48 SHARED SPACES PER RECORDED EASEMENT
 26 DEDICATED SPACES FOR UNIT OWNERS AS A
 CONDOMINIUM LIMITED COMMON ELEMENT

PLE Area

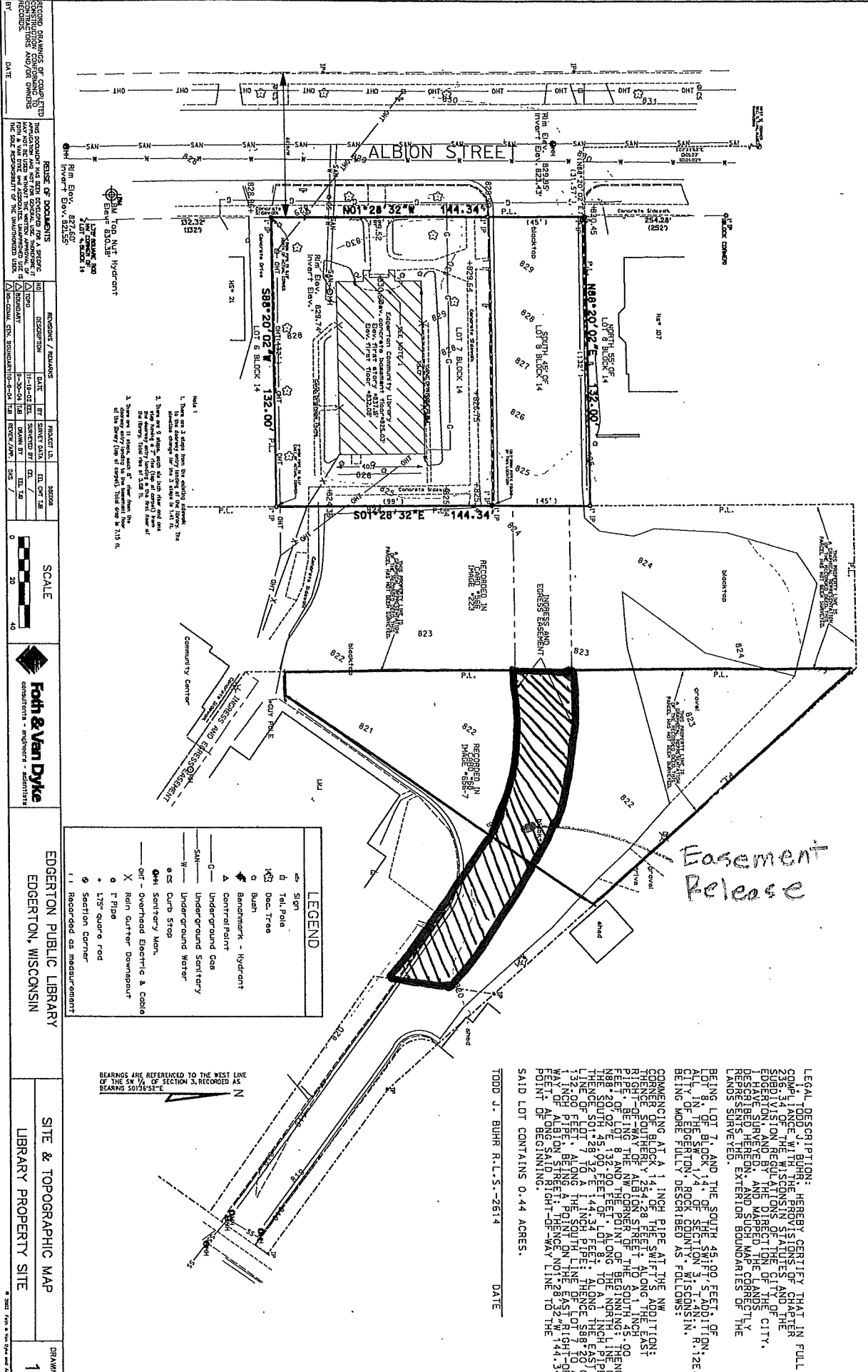
Access Easement Area



CONDITIONAL USE SUBMITTAL

SWIFT ST.

EXHIBIT A



Easement Release

LEGEND

□	sign
△	Tel. Pole
▾	Dec. Tree
○	Bush
◆	Barbwire - Hydrant
▲	Central/Paint
○	Underground Gas
○	Underground Sanitary
—	Underground Water
○	San. Curb Stop
○	Sanitary Man.
—	Off - Overhead Electric & Cable
X	Rain Cut-off Downspout
○	T. Pipe
○	1/2" square rod
○	Section corner
1	Recorded as measurement

EDGERTON PUBLIC LIBRARY
EDGERTON, WISCONSIN

LIBRARY PROPERTY SITE

1.

BEARINGS ARE REFERENCED TO THE WEST LINE
OF THE SW 1/4 OF SECTION 14, RECORDED AS
BEARING S01°28'32"E

LEGAL DESCRIPTION: HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.14 OF THE WISCONSIN STATUTES AND THE 2004 LAND SURVEYING ACT, THE SURVEYING ENGINEER HAS SURVEYED AND MARKED THE LANDS DESCRIBED HEREON, AND SUCH MAP CORRECTLY REPRESENTS THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED.

BEING LOT 7, AND THE SOUTH 43.00 FEET OF LOT 8 A, BLOCK 14, OF SECTION 14, ADJUTING NORTH 1/2 OF EDGERTON, ROCK COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 INCH PIPE AT THE NW CORNER OF BLOCK 14, 28 FEET ALONG THE EAST RIGHT-OF-WAY OF ALBION STREET TO A 1 INCH PIPE OF LOT 8 AND THE POINT OF BEGINNING; THENCE N88°20'02"E 132.00 FEET ALONG THE NORTH LINE OF THE SOUTH 43.00 FEET OF LOT 8; TO AN 1 INCH PIPE LINE OF LOT 7 TO A 1 INCH PIPE; THENCE S88°20'02"E 132.00 FEET ALONG THE SOUTH LINE OF LOT 7 TO A 1 INCH PIPE; BEING A POINT ON THE EAST RIGHT-OF-WAY OF ALBION STREET; THENCE SOUTH 43.00 FEET TO THE POINT OF BEGINNING.

SAID LOT CONTAINS 0.44 ACRES.

TODD J. BUHR R.L.S.-2614 DATE

FOOTH & VAN DYKE
CONSULTANTS - ENGINEERS - ARCHITECTS

EDGERTON PUBLIC LIBRARY
EDGERTON, WISCONSIN

LIBRARY PROPERTY SITE

1.

Memo

To: Common Council
From: Staff
Date: 9/12/2024
Re: 2025 CIP and ARPA

2025 Capital Improvement Plan (CIP)

CIP Charts: included in your packet is a spreadsheet that listing the projects planned for the next 5 plus years. The spreadsheet is organized around the borrowing plan. Additionally, there is a bar graph representation of the spreadsheet.

The following assumptions were made in creating the CIP:

- The Council will continue to levy \$260,000 annually for street repair.
- The Council will continue to have a goal of maintaining annual debt payments of approximately \$600,000 with the term of loans being 4-5 years.
- The capital plan does not include any impacts of the Fire District capital or operating plans.
- We will not receive grant funding for the reconstruction of IKI Drive and we will receive grant funding for the reconstruction of Stoughton Road and W Rollin Street. These are expensive projects so if actual grant funding is different than the assumptions, the CIP will have to be modified.

2022 Borrowed funds: The last of the 2022 borrowing proceeds will be spent next year on the second phase of Albion.

2027 Borrowing: The next borrowing for capital projects is scheduled for 2027 and is estimated to be approximately \$1.55 million. The subsequent borrowing is planned for 2031 and is estimated to be significantly larger at \$2.25 million due the retirement of current debt.

TIF 6&7 closure: The current CIP does not include the interest payment TIF 6 and 7 will make to the General Fund. If the Council assesses the interest charges to the TIF as has been the practice, the estimated payment will be approximately \$500,000. The interest payment to the General Fund will occur before 2029. There are no restrictions on the use of these funds

Capital Surplus: The current balance in the Capital Surplus Fund is \$447,261. It is projected that there will be a General Fund surplus created in 2024 which will increase the Capital Surplus Fund. The CIP uses Capital Surplus Funds to fund a portion of the Washington St, Ridgeway/Crescent St, and South St projects. The draft CIP spends at total of \$475,000 over the 5 years.

Utilities: The CIP is coordinated with the Water and Sewer utilities capital plans. If the Council wishes to complete projects sooner than in the draft CIP, the impact on the utility rates will have to be considered.

Library Furnace: the library furnace should be replaced. The estimated cost provided by the Director is \$165,000. This project is not yet included in the CIP.

2025 Budget Capital List

A more detailed list of capital projects and equipment requested in the 2025 budget is included in the attached "2025 Budget - Capital" spreadsheet

2025 Five Year Capital Projects and Equipment Plan

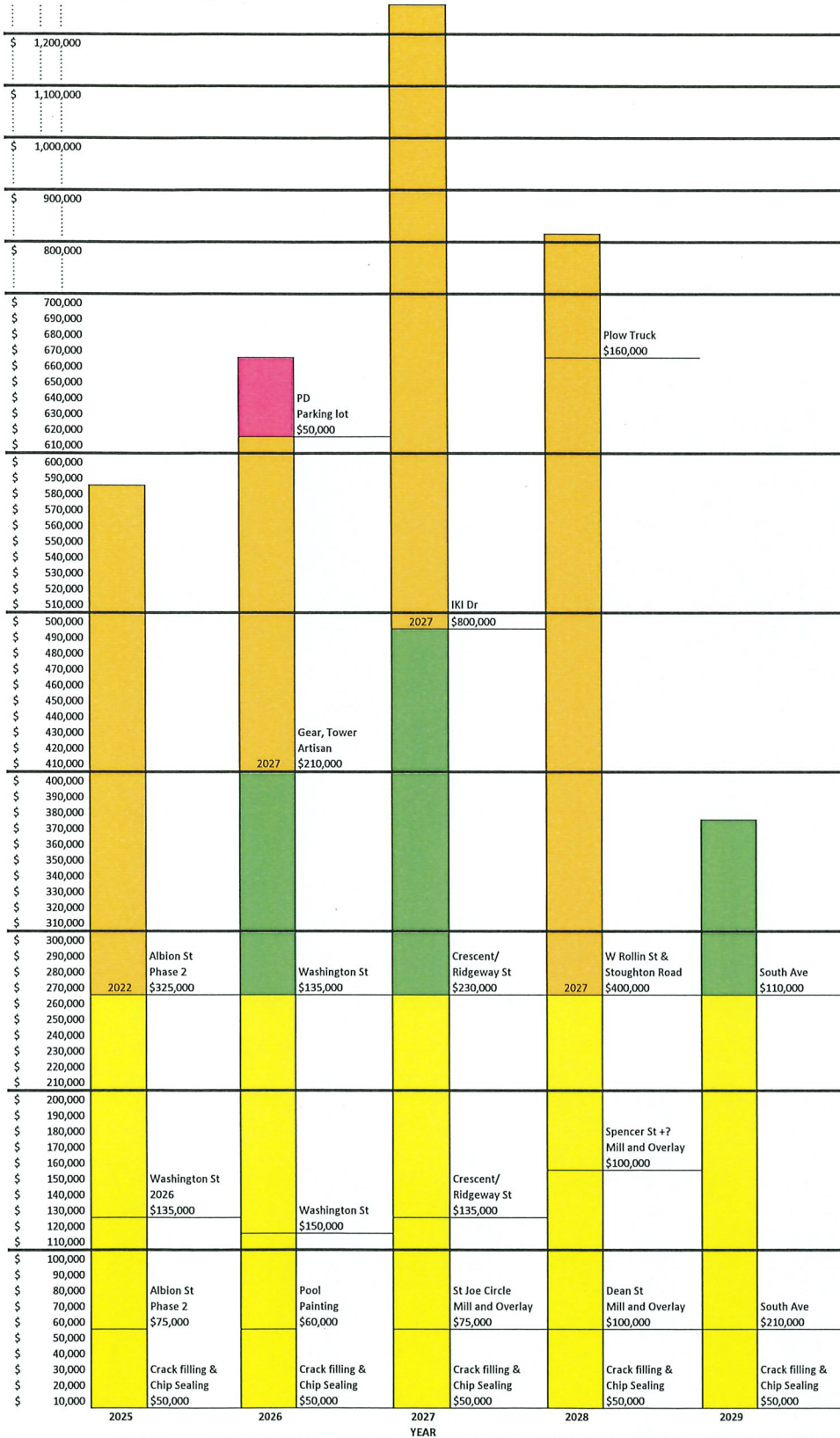
Borrowing Year	Construction Year	Projects	Projects Funded by Borrowing	Other Funding	Other Funding Source
2022		Total Amount Borrowed		\$ 1,981,000	
	2022	So Main	\$ 491,971		
	2022	Borrowing costs	\$ 30,130		
	2022	Retaining wall E Fulton	\$ 183,402		
	2023	Quigley St *	\$ 157,093	\$ 12,390	LRIP, water utility
	2022	Loader	\$ 69,780		utility
	2022	Plow Truck	\$ 187,110		utility
	2023	Henry St*		\$ 867,000	TIF
	2023	W Fulton (Hwy 59 to Dallman)	\$ 182,241		DOT grant
	2023	Library Roof	\$ 112,246		
	2023	Library meeting room		\$ 50,000	ARPA
	2024	Cemetery Fence		\$ 21,573	Cemetery Fund Designation
	2024	Lead Lateral replacement program		\$ 1,480,000	utility, SDW borrowing
	2024	Albion (Rollin to W Fulton) *	\$ 241,785	\$ -	Borrowing
	2024	Solar installation		\$ 200,000	ARPA
	2024	Chipper		\$ 46,360	Capital surplus
	2024	W Rollin, Stoughton Rd, Elm High and Lyons		\$ 224,538	2024 tax levy
	2025	Park Development		?	Capital Surplus and park fees
	2025	Shelter veterans park			
	2025	Albion (Ridgeway to Rollin) *	\$ 325,000	\$ 75,000	Bld sale proceeds, capital surplus, donations, ARPA, Fed Appropriation borrowing, 2025 tax levy
		Available	\$ 242		
2027		Total Amount Borrowed		\$ 1,550,000	
	2026	PD parking lot	\$ -	\$ 88,640	TIF
	2026	Pool painting		\$ 60,000	2026 tax levy
	2026	Washington Street*	\$ -	\$ 420,000	2025 and 2026 tax levy, \$135,000 cap surplus
	2027	IKI	\$ 800,000	\$ -	
	2026	Gear, Tower and Artisan	\$ 208,487	\$ 500,000	STP Local
	2028	Spencer, ???		\$ 100,000	2028 tax levy
	2028	Dean St		\$ 100,000	2028 tax levy
	2028	Stoughton RD (IKI -Head)	\$ 264,000	\$ 536,000	CDBG, borrowing
	2027	Plow truck	\$ 155,000		
	2028	W Rollin (Head to Albion)*	\$ 138,600	\$ 281,400	CDBG, borrowing
	2028	Hemphill (west section)	0	\$ 50,073	2028 tax levy
	2027	St Joes	0	\$ 75,980	2027 tax levy
	2027	Crescent and Ridgeway*	\$ -	\$ 363,491	2027 tax levy, cap surplus
		Available	\$ (15,845)		
2031		Total Amount Borrowed		\$ 2,250,000	
	2030	Bucket truck	\$ 120,000		
	2029	South Ave (Lord to Martha)*	\$ -	\$ 320,000	2029 tax levy, capital surplus
	2030	Plow Truck	\$ 155,000		
		Shannon St *	\$ 45,823		
		Little York Rd *	\$ 45,823		
		Jenson St	\$ 72,133		
		Pool Painting	\$ 60,000		
		Ladd Lane *			
		E High *			
		E Rollin *			
		E Lawton *			
		Hwy 51 pavement rehab			
		Building maintenance			
		Park development			
		Available	\$ 2,010,377		

* May require sewer and water replacement

Assumptions

Tax levy: the increase in highway aids over 2019 amount will continue to be provided by the State

5- Year Capital Improvement Plan



	Total	
Tax Levy	\$1,300,000	
Borrowing	\$1,895,000	(\$1,570,000 2027 borrowing)
Capital Surplus	\$475,000	
TIF	\$50,000	

OPERATING INCREASES (DECREASES)	CAPITAL EQUIPMENT	CAPITAL PROJECTS
DPW	DPW	DPW
Code Enforcement \$10,000	V-Box sander \$ 6,000 Forks for skid steer (1) \$ 4,000 Combo bucket for loader \$ 25,000	Albion Street Phase 2 (4) \$ 325,000 Albion Street Phase 2 \$ 75,000 Washington St (2026) \$ 135,000
Stormwater	Stormwater	Stormwater
		Ladd Lane pond (5)
Cemetery	Cemetery	Cemetery
	1 ton dump truck (1) \$ 60,000	
Parks	Parks	Parks
	Mower (1) \$ 8,000	Netting RTP Skate park RTP Concession stand roof \$ 8,000 Dog park sidewalk \$ 17,000 Orchard park/South Ave sidewalk \$ 19,000 Veterans Park pavilion
Pool	Pool	Pool
	5 rescue tubes \$ 250 3/4" pool ropes \$ 100 Vacuum hose \$ 400 Popcorn popper \$ 425 Acid pump \$ 575 Water aerobics weights \$ 250 Signage \$ 320 6 lounge chairs \$ 1,000 Diving boards coating \$ 148	
General Government	General Government	General Government
Adm staff reduction \$ 20,000 Website maintenance \$ 3,000 IT maintenance IT backups \$ 2,600		Comprehensive Plan Update \$ 50,000
Library	Library	Library
	5 Computers \$ 4,000 Door counter \$ 4,000 Furnace \$ 165,000	
Police	Police	Police
IT maintenance IT backups \$ 2,600	2 Squad radios \$ 6,967 Patrol vehicle (1) \$ 40,000 2 Radar units \$ 4,080 Server upgrade \$ 4,187 Computer replacement (3) \$ 4,500	
Refuse and Recycling	Refuse and Recycling	Refuse and Recycling

Note: does not include operating increases due to wages

- (1) Net of trade in, grant or donation
- (2) funded with park improvement fees or advertising fees
- (3) TIF
- (4) borrowing
- (5) Stormwater Utility
- (6) partially paid by sewer and water utilities
- (7) Capital Surplus Funds
- (8) designated funds
- (9) Brown Fund
- (10) Grant/ARPA
- (11) Library Funds

ARPA

There is currently \$211,023 in unallocated ARPA funds and approximately \$46,000 in earned interest. Interest earned does not have ARPA restrictions making it available for the Council to determine how to spend the funds. ARPA funds have to be obligated by the end of the year. The ARPA definition of obligated means, "place orders for property and services, enter into contracts and subawards, and fulfill other similar transactions that require payment".

Projects completed so far include: water utility meter reading technology, GIS mapping, accounting receipting software, library meeting rooms, CORP, pedestrian lights, solar installations, pedestrian light sidewalk ramp, and Fire District shortfall.

When selecting ARPA fund projects in the past, the council has selected projects that:

- Are not related to an operating or recurring expense since this is one-time money;
- Reduce operating costs or have a payback; and
- Address needs that emerged in the COVID pandemic.

The following is a chart of project ideas for Council to consider. Once the list is complete, the council should prioritize the list so the staff can further refine, or obtain, cost estimates and bids in order to obligate the funds by the end of the year.

ARPA Project Ideas

Project	Description	Payback or operating cost reduction	Alternative Funding Sources	Estimated cost
Energy				
WWTP solar	Planners previously thought this project had too long of a payback period. The actual proposal from Arch Solar makes project feasible.	13 years	Sewer utility rate payers	\$87,314
Lighting upgrades in city buildings	Convert to LED	Usually a quick payback, approximately 5 years?	Levy	?
Library Furnace (efficiency upgrade)	Furnace needs to be replaced. Could use ARPA funds to upgrade to a very efficient furnace or pay for the entire furnace with ARPA funds.	If a high efficiency furnace installed, there would be a payback.	Levy, borrowing, capital surplus	Entire furnace \$165,000
Battery Backup at City hall	Would provide power when power is interrupted and would further reduce energy costs.	?	Levy	\$20,000
Electric vehicle charging station at DPW	No plan to buy an EV in the next few years but will be needed in the future.		Levy	\$5,000
Modify Library book return	Significant energy loss due to configuration	?	Levy	
Parks				
Park pavilion at Veterans Park	New community park pavilion honoring veterans.	N/A	Proceeds from sale of 414 Albion St; Federal grant, donations, borrowing	\$500,000
Public Sidewalk at Dog Park		N/A	levy, parks fees	\$17,000
Public Sidewalk between South St and Orchard Park		N/A	levy, parks fees	\$19,000
Other				
Comprehensive Plan Update	Has to be updated in 2025	N/A	levy	\$50,000
Radio read meters in golf course subdivision	Reduce staff time in meter reading.		Utility rate payer	\$25,000