

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

Monday, June 3, 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 31, 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 May 20, 2024 Council meeting.
 - B. Consider approval of minutes of May 29, 2024 Special Council meeting.
7. Committee Reports:
 - A. Finance Committee:
 1. Consider approval of bills and payroll vouchers.
 2. Consider waiving fees for baseball fields for 4H Club.
 3. Consider bids for utility extension to Sherman Rd.
 4. Consider Home Revival Program policy amendments.
 5. Consider Event Packet for Edgerton Tobacco Days Car & Truck Show.
 - 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. RDA
 1. Report on discussion and action taken at previous meeting.
 2. Consider façade grant for 11 N Henry St.
 - E. Public Works Committee:
 1. Report on discussion and action taken at previous meeting.
 2. Consider honorary street naming policy.
 3. Consider honorary street designation for Ilir Banushi.

8. Consider City of Edgerton Resolution 12-24: Resolution Approving the DOT Urban Area Boundary.
9. Consider second reading and adoption of City of Edgerton Ordinance 24-10: Ordinance Annexing Lands on Sherman Rd from the Town of Fulton to the City of Edgerton.
10. Consider second reading and adoption of City of Edgerton Ordinance 24-11: Ordinance to Amend Section 450-20 "Official Zoning Map" of the Edgerton Code of Zoning Ordinances, for land on Sherman Rd City of Edgerton.
11. Consider City of Edgerton Resolution 14-24: Resolution Approving Tax Incremental District No. 12.
12. Consider Developer Agreement with Davis Family Dental.
13. Consider rain date event packet policy.
14. Consider Mayor recommendation of appointment to Tourism.
15. Hear presentation regarding Tax Increment Financing.
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.

**MAY 20, 2024 COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

Mayor Christopher Lund called the meeting to order at 7:03 p.m.

Present: Shawn Prebil, Michelle Crisanti, Candy Davis, Tim Shaw, Paul Davis (remote) 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, and Karla Storlid.

Loveland confirmed the meeting agendas were properly posted on Friday, May 17, 2024 at the City Hall, Library, Post Office and the City's website.

ACCEPT THE AGENDA: Candy Davis/Shawn Prebil moved to amend the agenda by postponing item #11 and moving item #8 before item #7. The motion passed on a 6/0 roll call vote.

MINUTES: A Candy Davis/Shawn Prebil motion to approve the May 6, 2024 Council meeting minutes passed on a 6/0 roll call vote.

A Candy Davis/Shawn Prebil motion to approve the May 13, 2024 Special Council meeting minutes passed on a 6/0 roll call vote.

“CLASS B” COMBINATION LIQUOR BEER LICENSE FOR ATRIA HALL: Karla Storlid stated she will only license the 1st floor and the basement of her property. The 2nd floor will be used as a VRBO.

A Tim Shaw/Shawn Prebil motion to approve a “Class B” Combination Liquor/Beer License for Collective Specialty Rentals LLC, dba Atria Hall, agent Karla Storlid passed on a 6/0 roll call vote.

COMMITTEES:

Finance Committee: A Tim Shaw/Shawn Prebil motion to approve the bills and payroll in the amount of \$358,758.42 passed on a 3/0 roll call vote.

A Tim Shaw/Candy Davis motion to approve a Temporary Class “B” Beer/Wine license for Brown Paws Rescue for the Edgerton Night Market on May 24, 2024 passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the bid from Churchill Trucking for soil hauling in the amount of \$625/hour passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve the transfer of the 2023 General Fund Surplus to the Capital Projects Fund in the amount of \$162,169 passed on a 6/0 roll call vote.

A Tim Shaw/Shawn Prebil motion to approve City of Edgerton Resolution 15-24: Fee Schedule to add fees for sign permits passed on a 6/0 roll call vote.

Personnel Committee: A Candy Davis/Jim Burdick motion to adopt City of Edgerton Resolution 01-24A: 2024 Salary Resolution to increase the Aquatics Director salary from 75% to 100% passed on a 6/0 roll call vote.

ORDINANCE 24-10: A Jim Burdick/Shawn Prebil motion to introduce and approve the first reading of City of Edgerton Ordinance 24-10: Ordinance Annexing Lands from the Town of Fulton to the City of Edgerton passed on a 6/0 roll call vote.

ORDINANCE 24-11: A Candy Davis/Jim Burdick motion to introduce and approve the first reading of City of Edgerton Ordinance 24-11: Amend Section 450-20 “Official Zoning Map” of the Edgerton Code of Zoning Ordinances City of Edgerton, Rock and Dane Co passed on a 6/0 roll call vote.

CLOSED SESSION: Candy Davis/Shawn Prebil 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 land sale.
And

Closed Session pursuant to Wis. Stat. 19.85(1)(g) “Conferring with Legal Counsel for the Governmental Body who is rendering oral or written advice concerning strategy to be adopted by the Body with respect to litigation in which it is or is likely to become involved”. Discuss and consider Orchard development. The motion passed on a 6/0 roll call vote.

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

Wendy Loveland
City Clerk
Adopted June 3, 2024

**MAY 29, 2024 SPECIAL COMMON COUNCIL MEETING MINUTES
CITY OF EDGERTON**

Mayor Christopher Lund called the meeting to order at 5:45 p.m.

Present: Shawn Prebil, Michelle Crisanti, Candy Davis, and Paul Davis.

Excused: Tim Shaw and Jim Burdick

Others Present: City Administrator Ramona Flanigan and Kathy Hessian

Flanigan confirmed the meeting agendas were properly posted on Friday, May 24, 2024 at the City Hall, Library, Post Office and the City website.

AMENDED EVENT PACKET FOR EDGERTON NIGHT MARKET: Due to severe weather the Edgerton Night Market was postponed. The event organizer is requesting an amendment to change the date to May 31, 2024.

A Paul Davis/Shawn Prebil motion to approve the amendment to the event packet for the Edgerton Night Market, changing the date to May 31, 2024 passed on a 4/0 roll call vote.

AMENDED TEMPORARY CLASS "B" BEER LICENSE FOR BROWN PAWS RESCUE FOR THE EDGERTON NIGHT MARKET: A Candy Davis/Shawn Prebil motion to approve the amendment to the Temporary Class "B" Beer license for Brown Paws Rescue for the Edgerton Night Market passed on a 4/0 roll call vote.

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

Wendy Loveland
City Clerk
Adopted June 3, 2024

Memo

To: Common Council
From: Staff
Date: 5/31/2024
Re: June 3, 2024 Meeting

Waive field rental fee for 4-H Club: A 4H club wishes to use 2 softball fields at Racetrack for a youth event. There is no conflict with leagues' schedules. The policy requires a \$300 rental fee and \$500 deposit. The Club is asking for the city to waive the fees, and reduce the deposit to \$100. The 4H club will not use the scoreboard controllers. The City charges other non-profit, regular users \$15/ time the city prepares a field. Should the city reduce the charge to \$15/field and charge a \$100 deposit? If the Council agrees to the request, the Parks Committee will review the policy regarding charges to non-profit users of the fields.

Revive Edgerton Policy: Included in your packet are the proposed changes to the Revive Edgerton policy as discussed by the Finance Committee. Changes include an increase in the grant from \$2,500 to \$5,000 and an increase in the eligibility threshold from the average home value, to 120% of the average home value.

Staff also received the updated average home values from the Assessor. The average home value increased from \$252,833 to \$272,244. If the policy is changed to 120% of the average, the 2024-2025 eligibility threshold will be \$326,693. If the threshold were 110%, it would be 299,468.

Bids for utilities extension to Sherman Road: The City Engineer's recommendation for the award of the contract to install the utilities to Sherman Road to serve the new dental clinic is in your packet. The award of this contract should be conditioned upon the following: a letter of credit being provided by the developer of the dental clinic; annexation of the parcel; approval of TIF #12; and approval of the development agreement with Davis Family Dental.

Façade grant for 11 N Henry St: The owner of 11 Henry Street (C&M Printing) is seeking a grant for stucco repair and painting of the structure. The bid for the work is \$2,830. The RDA recommended the maximum grant amount of \$1,132. 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. A Certificate of Appropriateness has been issued.

Honorary street naming policy: Included in your packet is a draft Honorary Street Naming policy. The PW Committee will review and recommend a version of the Policy at their meeting on Monday evening. The following is a list of policy decisions.

- Should the city adopt a policy? If so,
- Are all designations temporary?
- How long should the sign be displayed?
- Fees?
- Proposed criteria?

Banushi temporary street designation: The Banushi's have requested an honorary street designation for Ilir Banushi for the date of the Celebration of Life event. The designation of an Honorary Street requires Council approval.

Urban Area Boundary Resolution: The DOT updates the Urban Area Boundaries (UAB) for all urban areas after each census. The attached maps are the proposed UAB for Edgerton. The only real significance to the UAB is related to grant programs, either Urban or Rural STP, for which we would apply.

Staff met with officials from the Towns of Albion and Fulton and their input has been considered in the maps. The attached spreadsheet lists the changes in the UAB. The City is required to pass a resolution approving the UAB.

TIF #12 Resolution: TIF #12 is a mixed use TIF District. A mixed use TIF district may contain a combination of industrial, commercial, and residential uses, except that lands proposed for newly-platted residential use may not exceed 35% of the area of real property within the district.

The creation of the site is being driven by a request for municipal sewer and water services from the owners of a proposed dental clinic to be located on the southeast corner of Hwy 59 and Sherman Road.

Development Agreement with Davis Family Dental: Included in your packet is the Development Agreement between the City and Davis Family Dental for the development of a new dental clinic on the corner of Sherman Road and Hwy 59. Major points of the agreement include: the Developer paying \$60,000 of the cost to extend the utilities and the city paying the remainder of the costs; the Developer building a clinic with a certain minimum value within a certain frame; and the developer guaranteeing a certain, minimum tax payment each year.

Event rain date policy: A request for a rain date has been added to the Event Packet form. Does the Council wish to adopt a policy that would allow the event, and any related local permits (such as the temporary liquor license) to be moved to the established rain date without further Council action?

City of Edgerton Honorary Street Naming Policy

Policy:

The City of Edgerton has established this policy to guide decision making regarding requests for the designation of honorary street names within the community. This program enables the City to commemorate individuals, organizations or events that have made significant contributions to the community over an extended period, or those associated with the community who have made significant contributions to humanity or that have accomplished achievements of state, national or global significance.

Honorary street names, when designated, shall not alter the official names of streets within the City for addressing and emergency response purposes. Honorary street name designations shall be temporary, as provided herein, and shall be signed and displayed in a manner that clearly distinguishes them from the official street name signs provided throughout the community. The Edgerton Common Council shall, in its sole discretion, determine when, where, and for how long such designations shall occur, based on the criteria included in this policy.

Submittal Criteria and Process:

Any City resident or organization operating within the City of Edgerton may file an application to request an honorary street name designation for a City street or portion thereof. The request shall be completed on an application form provided by the City and shall include, at a minimum, the following information:

- A completed and signed application form and the required application fee (\$25) plus the per-sign fee (\$100) to cover the cost of preparing and installing the signs. The application fee is non-refundable. The per-sign fee will be refunded if the designation is not approved.
- A map showing the proposed location of the street or portion of the street being requested for the honorary street name, and the desired location of the sign(s).
- The exact desired wording and spelling of the proposed honorary street name as it would appear on the sign.
- Adequate background information and supportive facts about the individual(s), organization, event or other subject proposed for honor and their connection to the community. The burden lies with the applicant to complete the research and prepare the information needed to justify the honorary designation. Please note that an individual family tribute or business/corporation related recognition shall not qualify for designation; the designation must honor contributions to the community or humanity as described.

Upon acceptance of an application, the Municipal Services Director shall solicit comments from other City departments, including Emergency Services, and shall review the proposed honorary street name for conflicts with other street names or honorary street names within the City. A report shall be prepared for presentation to the Public Works Committee, evaluating the request against the criteria provided below, and shall include a recommendation for approval or denial of the request.

Criteria for Review:

The Public Works Committee shall review the proposal and staff report with respect to said criteria, and make a recommendation to the Common Council.

- The individual(s), organization, event or other subject of the proposed honorary designation shall have made a clearly identifiable, documented, and significant positive contribution(s) to the cultural, economic, educational, intellectual, historical, political, or scientific vitality of the community, or shall have made significant contributions to humanity or accomplished achievements recognized as being of local, state, national or global significance.
- The individual or organization shall have resided within or been located within the City for an extended period of time, or have a significant connection to the community worthy of recognition by the City.
- The individual or organization shall be known to be of good moral character and reputation.
- The proposed location for honorary designation shall be appropriately and sufficiently connected to the individual, organization, event or other item being proposed for recognition.
- The proposed designation shall not cause undue confusion for residents and visitors using the street being proposed for designation. The area proposed for honorary designation must be determined to be able to accommodate the additional signage being proposed. Locations that are already congested or that contain numerous signs may not be able to accommodate additional signage, as determined by the Municipal Services Director.

Common Council Discretion:

The Common Council, upon review and recommendation by the Public Works Committee, shall have sole discretion over the decision to authorize honorary street name requests. Honorary street names shall be temporary (1 month) unless specified otherwise by the Council.

Design and Display:

If approved, honorary signs shall follow a design template provided by the Public Works Department to ensure consistency and avoid confusion among residents as to the official name of a particular street. Unless an alternative design and location is approved by the Common Council for any particular sign, honorary street signs shall conform to the following standards:

- Signs shall be displayed on existing sign posts shared with the official street name sign to avoid confusion and uncertainty about the official name of the street in question, particularly for emergency situations;
- No more than one honorary sign shall be displayed per intersection;
- The sign(s) shall have a maximum sign size of 6"x30" and shall not overshadow the official street name sign and to avoid confusion among residents and visitors.
- While an applicant may express a desire for the specific location of proposed signs, the specific placement shall be determined by the Municipal Services Director or designee, based on appropriate standards and site conditions.
- All temporary signs will become the property of the nominator after the display period.

**CITY OF EDGERTON
RESOLUTION No. 12-24**

A RESOLUTION APPROVING THE DOT URBAN AREA BOUNDRY

WHEREAS, the Wisconsin Department of Transportation every 10 years, following the release of decennial census data, leads a process to adjust Urban Area Boundaries (UABs) across the state of Wisconsin, in conjunction with the Federal Highway Administration of Wisconsin; and

WHEREAS, the Federal Highway Administration allows states to adjust the census-defined urban area boundaries for planning and funding purposes; and

WHEREAS, the Wisconsin Department of Transportation has submitted an adjusted urban area boundary for the City of Edgerton urban area; and

WHEREAS, the adjustments proposed to the City of Edgerton urban area boundary are summarized in the change table, as shown in Exhibit 1 to this Resolution; and

WHEREAS, after review by the representatives from the Towns of Fulton and Albion; the Municipal Services Director; and the Public Works Committee; the proposed adjusted Urban Area Boundary has been found to be justified.

NOW, THEREFORE, BE IT RESOLVED by the City of Edgerton, Rock and Dane Counties, Wisconsin that the City of Edgerton informs the Wisconsin Department of Transportation that the Adjusted Urban Area Boundary as outlined in the change table, as shown in Exhibit 1, and reflected in the City of Edgerton map, as shown in Exhibit 2 to this Resolution are approved and adopted on this *3rd day of June 2024*.

Motion by:

Seconded by:

Roll Call Yeas: Noes:

Dated: June 3, 2024

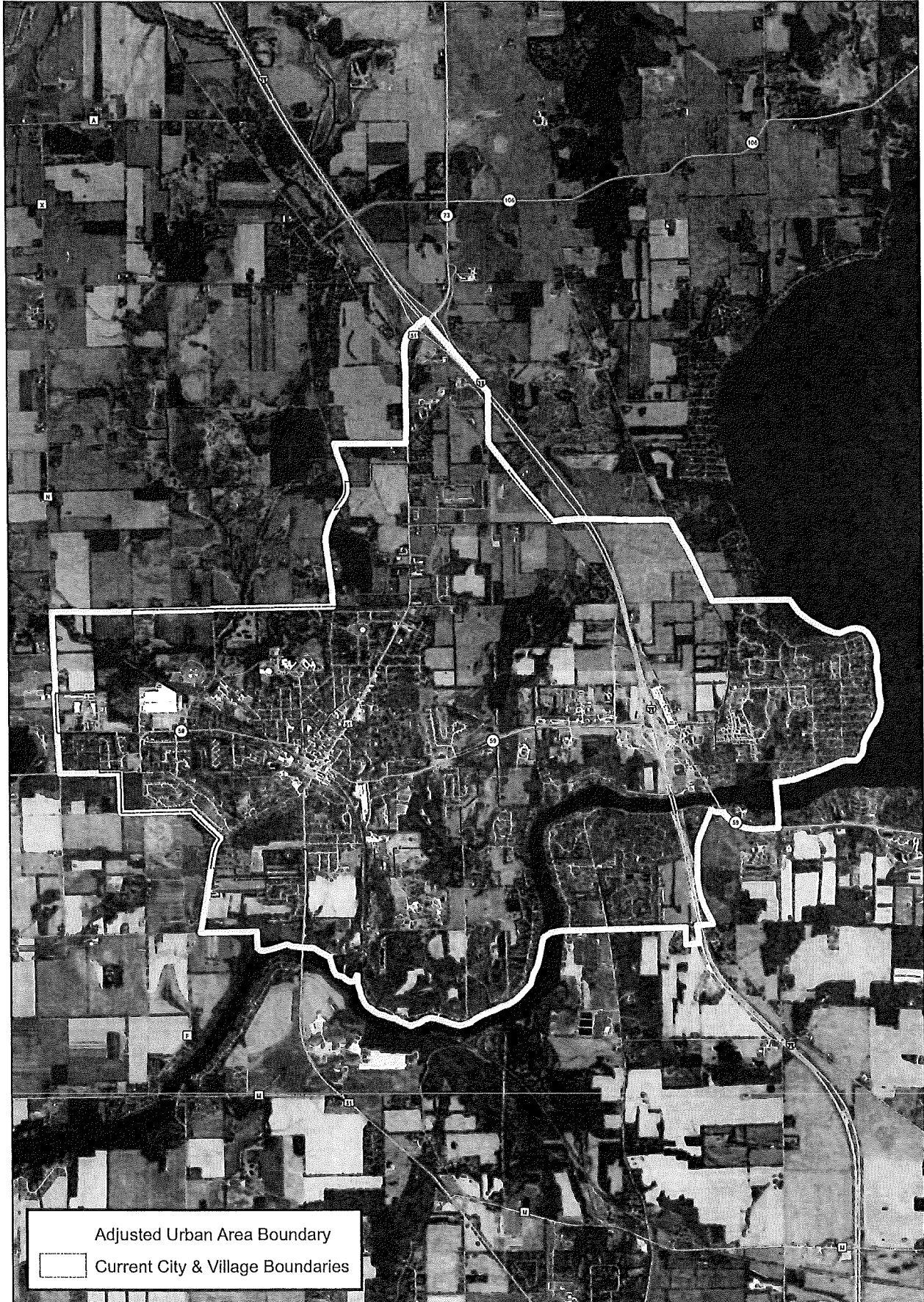
Christopher W Lund, Mayor

Wendy Loveland, City Clerk

Edgerton Urban Area

(Adjusted Urban Area Boundary)

DRAFT



Adjusted Urban Area Boundary
Current City & Village Boundaries

0 0.25 0.5 1 1.5 2 Miles

Edgerton Urban Area

Questions/Comments for Proposed Urban Area Boundary Adjustment Based on 2020 Census

Number	Note/question	Region note/comment	Local note/comment	Final Determination
1	Should segment of STH 59 be urban or rural?	? Looks like future rural residential outside City limits-Could go either way, probabl out	rural	
2	Keep segment of CTH F rural?	future planned neighborhood area- on both sided of F-stay the way it is	rural	
3	Keep segment of Newville Rd rural?	yes-looks like buffer space	rural	
4	Keep segment of STH 59 rural?	? Seem natural area and some rural residential-probably yes	rural	
5	Include this development?	Rural Residential-probably not unless growth slated	no	
6	Should any of this rural area be excluded?	looks like planned mixed use and interstate planning area-depends on growth expectation in next 10 yrs	no	
7	Designate I-39 interchange as rural	no-urban	yes	
8	Exclude this rural area?	yes, exclude	yes	
9	Within City of Edgerton boundary	I don't think so-outside?	urban	
10	Make segment of CTH N urban or rural?	rural in nature	rural	
11	Within City of Edgerton boundary	outside from should be rural	urban	
12	Make segment of Dallman Rd urban or rural?	rural	rural	

ORDINANCE NO. 24-10

**AN ORDINANCE ANNEXING LANDS
FROM THE TOWN OF FULTON TO THE
CITY OF EDGERTON**

The Common Council of the City of Edgerton do ordain as follows:

WHEREAS, proper petition having been presented seeking direct annexation by unanimous approval by DFD Properties ("Owner"), pursuant to Wis. Stats. § 66.0217(2), of the property described on Exhibit "A" attached hereto to the City of Edgerton, Wisconsin; and

WHEREAS, there are no resident electors within said property; and

WHEREAS, the proposed area for annexation is located within an area recommended in the City's Comprehensive Master Plan (Adopted December 21, 2015) for development with full urban services; and

WHEREAS, the proposed area for annexation is proposed to be served by public sanitary sewer and public water, both of which are available to the subject property; and

WHEREAS, the proposed area for annexation is well-connected to the remainder of the City via both existing roads. The proposed development of the subject property will provide the necessary rights-of-way for the development of recommended roadway alignments; and

WHEREAS, the proposed development of the area for annexation will directly address the continued need for diverse development in the City, particularly new development. The land use proposed by the annexation is fully consistent with the adopted Comprehensive Master Plan. Therefore, the proposed annexation and development of this property would directly respond to the City's expressed planning objective to provide for well-planned development with full urban services; and

WHEREAS, the City has indicated a strong desire to meet the need for a well-planned development, under strong aesthetic and land use controls of the City's Zoning Ordinance; and

WHEREAS, the State of Wisconsin Department of Administration has favorably reviewed and found the proposed annexation is in the public interest

WHEREAS, a scale map of the land proposed for annexation is depicted on the attached Exhibit "B"; and

WHEREAS, the current population of the annexed property is zero; and

NOW, THEREFORE, the above-described property is hereby annexed from the Town of Fulton, to the City of Edgerton. Said property will be located in the Edgerton School District, Ward 6, Aldermanic District 3 of the City of Edgerton, County Supervisor District 37, Assembly District 43 and Senate District 15.

The territory annexed to the City of Edgerton will be designated by separate ordinance zoning the property (B-4) Suburban Commercial District.

This Ordinance shall take effect upon publication as provided by law and upon the City's agreement to pay the Town of Fulton the amounts required to be paid by Wis. Stats. § 66.0217(14)(a)1, estimated by City staff to be approximately \$3.50 for the five years of revenue sharing required by said statute, and a further agreement by the Owner to reimburse the City any shortfall in property taxes if the local tax revenue collected by the City from the annexed property is less than the local taxes collected by the Town for the last year the property was located in the Town for up to five years after the effective date of the annexation. (See Edgerton Code Sec. 450-28.

1st Reading: May 20, 2024

2nd Reading: June 3, 2024

Adoption: June 3, 2024

Published: June 5, 2024

Dated: June 3, 2024

Christopher W. Lund, Mayor

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 3rd day of June 2024.

Wendy Loveland, City Clerk

Exhibit A

ANNEXATION DESCRIPTION

Lot 1 and the 10.25 foot strip of land dedicated for road way purposes being part of Certified Survey Map recorded April 4, 1989 in Volume 13, Pages 498-500 of Certified Survey Maps, as Document No. 1089124, located in the Southwest 1/4 of the Southeast 1/4 of Section 2, Township 4 North, Range 12 East, Town of Fulton, Rock County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 2; thence North $00^{\circ}-16'-41''$ East along the East line of said Southeast 1/4, a distance of 1,239.35 feet to the Easterly extension of the North line of said Lot 1; thence South $89^{\circ}-36'-15''$ West along said Easterly extension, a distance of 2,353.23 feet to the Northeast corner of said Lot 1, said point being the point of beginning; thence continuing South $89^{\circ}-36'-15''$ West along said North line and its Westerly extension, a distance of 252.62 feet to the West line of said 10.25 foot strip of land; thence South $00^{\circ}-44'-10''$ East along said West line, a distance of 427.98 feet to the Westerly extension of the South line of said Lot 1; thence North $89^{\circ}-50'-40''$ East along said Westerly extension and said South line, a distance of 244.71 feet to the East line of said Lot 1; thence North $00^{\circ}-19'-15''$ East along said East line, a distance of 429.03 feet to the point of beginning and containing

Exhibit B

ANNEXATION EXHIBIT

NE COR. - SE 1/4
SEC. 2-4-12

TOWN OF FULTON
CITY OF EDGERTON

S.T.H. "59"

CORPORATE LIMIT LINE

S89°36'15"W 252.62'

P.O.B.

S89°36'15"W 2,353.23'

LANDS TO BE
ANNEXED TO THE
CITY OF EDGERTON

N. SHERMAN ROAD

S00°44'10"E 427.98'

S00°44'10"E 428.02'

N00°19'15"E 429.03'

LOT 1
CSM VOL. 13,
PG. 498-500
TAX PARCEL NO. 012
0050901

LOT 2
CSM VOL. 13,
PG. 498-500
TAX PARCEL NO. 012
0050902

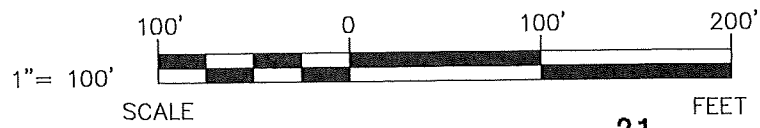
N00°16'41"E 1,239.35'
E. LINE - SE 1/4 - SEC. 2-4-12
N00°16'41"E 2,618.19' (OVERALL)

N89°50'40"E 244.71'

LOT 1
CSM VOL. 20, PG. 74
TAX PARCEL NO. 012
005081

UNPLATTED LANDS

P.O.C.
SE COR. - SE 1/4
SEC. 2-4-12





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JOB NO. 220091100

CITY OF EDGERTON
ORDINANCE No. 24-11
AN ORDINANCE TO AMEND SECTION 450-20 “OFFICIAL ZONING MAP”
OF THE EDGERTON CODE OF ZONING ORDINANCES, CITY OF
EDGERTON ROCK AND DANE COUNTIES, WISCONSIN

Aldersperson _____ introduced the following Ordinance and moved its adoption:

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

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

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

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

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

1. SECTION 450-20 “Official Zoning Map” shall be amended for 11108 Sherman Road, from RRL Rural Residential Large District to B-4 Suburban Commercial District.

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

Seconded by Aldersperson: _____
Roll Call: Ayes Noes Abstain

1st Reading: May 20, 2024
2nd Reading: June 3, 2024
Adoption: June 3, 2024
Published: June 5, 2024
Dated: June 3, 2024

Christopher W. Lund, Mayor

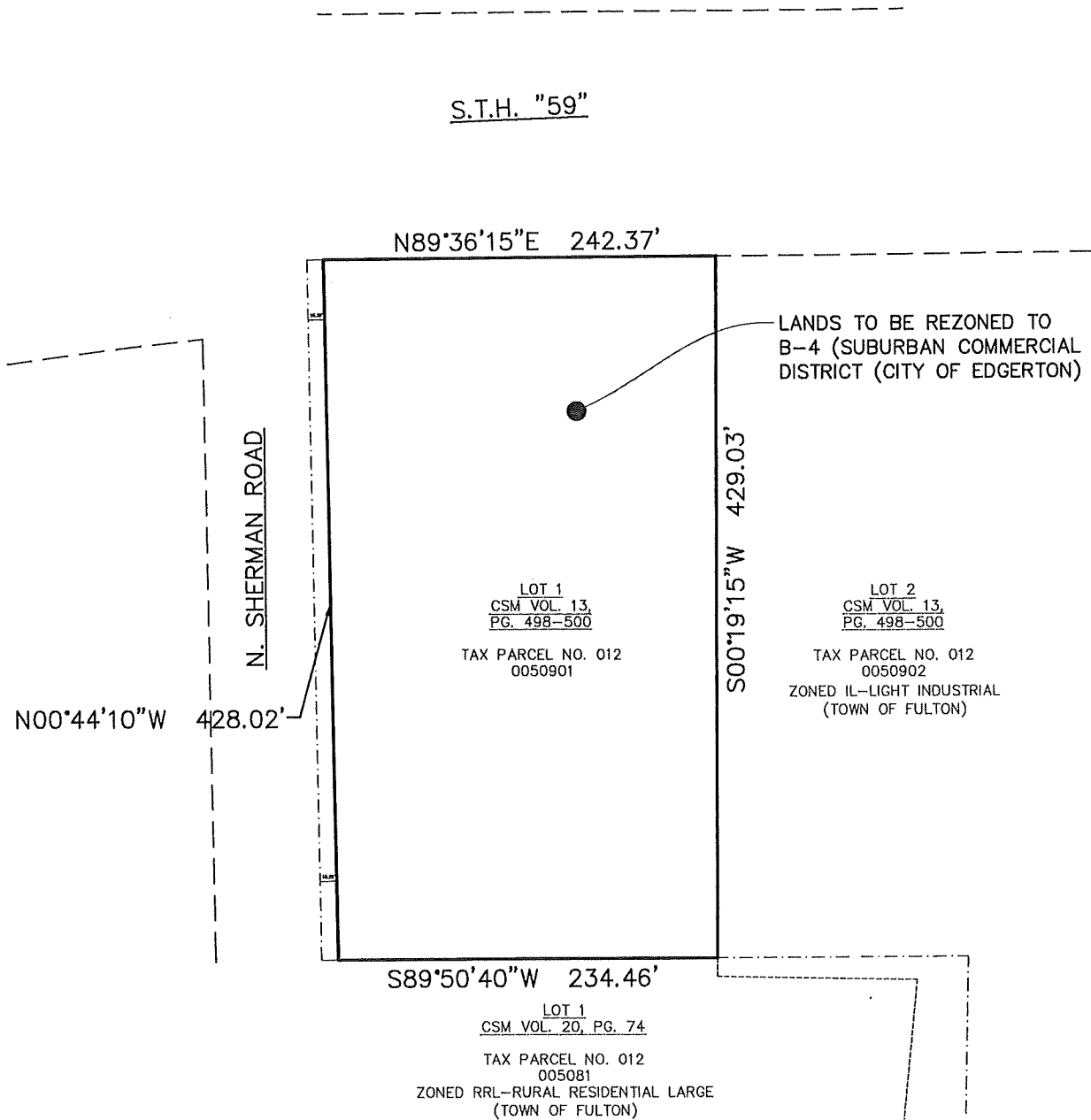
Wendy Loveland, City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF ROCK)

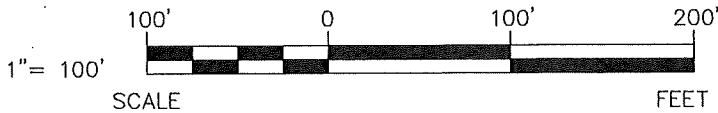
I, Wendy Loveland, City Clerk, City of Edgerton, Rock and Dane Counties, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the ordinance adopted by the Common Council of the City of Edgerton at its regular meeting the 3rd day of June 2024.

Wendy Loveland, City Clerk

REZONE EXHIBIT



LOT 1 OF A CERTIFIED SURVEY MAP RECORDED APRIL 4, 1989 IN VOLUME 13, PAGES 498-500 OF CERTIFIED SURVEY MAPS, AS DOCUMENT NO. 1089124, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 2, T.4N., R.12E. OF THE 4TH P.M., TOWN OF FULTON, ROCK COUNTY, WISCONSIN.





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JOB NO. 220091100

RESOLUTION NO. 14-24

RESOLUTION APPROVING TAX INCREMENTAL DISTRICT NO. 12

COMMON COUNCIL OF THE CITY OF EDGERTON, WISCONSIN

WHEREAS, pursuant to Wis. Stats. Section 66.1105, the City of Edgerton Plan Commission has prepared the Project Plan of Tax Incremental District No. 12 (TID #12) including: 3 parcels; costs for capital, infrastructure and land acquisition projects and related expenditures within the TID #12 Boundary and within one-half mile of the district boundary; costs for promotion, development and administrative programs; donations to TID #9, #10, and/or TID #11; and providing assistance to owners, lessees, and developers of land within the district boundary; and

WHEREAS, on April 16, 2024, the City of Edgerton Plan Commission met and held a public hearing for the proposed Tax Increment District No. 12 Project Plan; and

WHEREAS, such public hearing was properly noticed in the City's official newspaper, and a copy of such notification was duly transmitted to all local governmental entities having the power to levy taxes on property within the district, including Rock County, Blackhawk Technical College, and the Edgerton School District pursuant to Wis. Stats. § 66.1205(4)(a); and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed Tax Increment District No. 12 Project Plan; and

WHEREAS, pursuant to such procedure and after due reflection and consideration, the Plan Commission adopted the TID #12 Project Plan by resolution and favorably recommended to the Common Council of the City of Edgerton the TID #12 Project Plan and Boundary in the forms attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Wis. Stat. §66.1205(4)(gm):

1. The Common Council of the City of Edgerton hereby creates a tax incremental district which:
 - a. Shall be named Tax Incremental District No. 12, City of Edgerton ("TID #12") in Rock County;
 - b. Is a mixed-use district; and
 - c. Shall be created effective January 1, 2024.

2. The Common Council hereby finds and determines that only whole parcels are included within TID #12 and that all parcels are contiguous and not connected only by railroad rights-of-way, rivers or highways.
3. The Common Council hereby finds and determines that not less than 50%, by area, of the real property within the TID #12 Boundary is suitable for mixed-use development as defined in Wis. Stat. § 66.1105(2)(cm).
4. The Common Council hereby finds and determines that all project costs within the TID #12 Project Plan relate directly to promoting mixed-use development in the District.
5. The Common Council hereby finds and determines that the equalized value of TID #12 plus the value increment of all existing districts in the City of Edgerton does not exceed 12 percent of the municipality's total equalized value.
6. The Common Council hereby finds and determines that the improvement of TID #12 is likely to enhance significantly the value of substantially all other real property in the district and that the project costs are consistent with the purpose for which the district is created.
7. The Common Council hereby finds and determines that the TID #12 Project Plan is feasible and in conformity with the master plan of the City of Edgerton.
8. The Common Council hereby finds and determines that the percentage of territory within TID #12 devoted to retail business at the end of the expenditure period is estimated to be less than 35%.
9. The Common Council hereby pledges to pay the Town of Fulton an amount equal to the property taxes the town levied on the recently annexed parcel (at the time of annexation) for each of the next five years.
10. The Common Council hereby finds and determines that less than 35% of the district is land proposed for newly platted residential development and that all residential development will have a density greater than three units per acre.
11. The Common Council hereby finds and determines that should TID #12 have sufficient revenues to pay all current project costs, surpluses may be donated to City of Edgerton TID #9, #10, or #11 to pay eligible costs, which have the same overlying taxing jurisdictions.
12. The Common Council hereby finds and determines that the development expected in TID #12 would not occur without the use of tax increment financing and

improvement of the area is likely to significantly enhance the value of other real property in the City.

13. The Common Council hereby finds and determines that the benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.
14. The Common Council hereby approves, accepts, and adopts the TID #12 Project Plan and Boundary in the form attached hereto as Exhibit "A" in accordance with Wis. Stats. § 66.1105(4)(h)1.

This Resolution shall take effect upon approval by the Joint Review Board pursuant to Wis. Stat. § 66.1105(4m).

This Resolution was adopted at a regular meeting of the Common Council of the City of Edgerton on the 3rd day of June 2024.

CITY OF EDGERTON

By:

Chris Lund, Mayor

ATTEST:

Wendy Loveland, City Clerk

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF EDGERTON, AND
DFD PROPERTIES LLC**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), dated effective as of the 3rd day of June 2024, is made by and between the **City of Edgerton, Wisconsin**, a Wisconsin municipal corporation (the “City”), **DFD Properties LLC**, a Wisconsin corporation (the “Business”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Business is a private for-profit entity which is presently located in downtown Edgerton operating a family dental clinic; and

WHEREAS, the Business owns a parcel of real property located at SE corner of Sherman Road and Hwy 59 (parcel 6-6-23.2C) and being more particularly described and depicted on Exhibit “A” hereto, (the “Property”); and

WHEREAS, the Business intends to pursue annexation of the Property into the City of Edgerton; and

WHEREAS, Business intends to construct a new 4,509 sf facility for a dental clinic on the Property as generally described in Exhibit “B” attached hereto (the “Project”); and

WHEREAS, the Project is anticipated to result in the expansion of the Business and will employ an estimated 10 full-time equivalent employees in the Business; and

WHEREAS, real estate investment by the Business for the Project is estimated to be \$1,905,167.00 million; and

WHEREAS, the finished Project is anticipated to add \$875,000 in additional real estate value; and

WHEREAS, the Property is located in the City’s Tax Incremental District No. 12 which the City was established in order to finance costs and provide development incentives within the District as permitted under Wis. Stats. § 66.1105; and

WHEREAS, the estimated costs of the Project include costs for property access relocation, utility extensions, and exterior building materials upgrades and that the City hereby determines these Project costs, as well additional economic development incentives, are eligible project costs under Wis. Stats. § 66.1105 and in accordance with the Project Plan of the District; and

WHEREAS, the Business is requesting that the City install public sanitary sewer and water infrastructure to the Property boundary to serve the Business; and

WHEREAS, the Business would not be able to undertake the Project without the availability of the public sewer and water infrastructure financed through tax increment financing; and

WHEREAS, the City finds it appropriate to provide financial assistance by funding the public sewer and water infrastructure to serve the Business using tax increment financing and the investment made to install the infrastructure will be repaid with the generation of new tax increment from the Property in accordance with this Agreement; and

WHEREAS, the City finds that the development and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by encouraging economic development, expanding the tax base and creating new jobs, thereby serving public purposes in accordance with State and local law; and

WHEREAS, the City finds that but for the City's provision of this financial assistance to the Business, the Project would not occur.

AGREEMENT

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 Business and the City promise, covenant and agree as follows:

1. **DEFINITIONS**. Except as otherwise specifically defined in this Agreement, the following terms shall have the following meanings:

“Agreement” means this document and all its component parts.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such person, and the term “affiliated” has a correlative meaning. The term “control,” as used in the immediately preceding sentence, means, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Assessed Value Base” means \$600 which represents the Real Estate Value of the Property as of January 1, 2023.

“Award of Contracts” means the City's award of contracts for the installation of the public infrastructure.

“Business” means DFD Properties LLC, or any permitted successors or assignees.

“Business Contribution” means payment made by the Business to the City toward the installation of the public infrastructure for the Project.

“City” means the City of Edgerton, a Wisconsin municipal corporation.

“Collected Tax Increment” means 100% of all taxes generated by that portion of the Property that is Taxable Property, excluding, in all years, all taxes generated by the Assessed Value Base.

“City Incentive” means the City’s financial contribution.

“District” means the City’s Tax Incremental District No. 12.

“Incentive Maximum” means the maximum total City Incentive.

“Increment Guarantee” means the amount of Collected Tax Increment over the Assessed Value Base.

“Project” means the total improvements to be constructed as generally described in Exhibit “B” attached hereto and incorporated herein, subject to future zoning, site plan, building code and other necessary land use approvals to which the final project shall conform.

“Project Costs” means the aggregate costs of constructing the Project.

“Project Plan” means the Project Plan prepared and approved in conjunction with TID No. 12 in the City of Edgerton, dated June 3, 2024.

“Property” means the real property described in Exhibit “A” attached hereto and incorporated herein.

“Tax Increment” means the amount of tax increment generated by TID No. 10, as defined in Wis. Stats. § 66.1105(2)(i).

“TIF Eligible Project Costs” means the total costs for the public streets and utilities, including but not limited to the street, street lights, street signs, sanitary sewer, water lines, fire hydrants, utilities or other public improvements related thereto for the Project. Developer acknowledges and agree that the precise TIF Eligible Project Costs shall be determined by the City, in its sole discretion, based on the reasonable costs incurred by Business in constructing the Project.

“Taxable Property” means all real contained upon the Property, as defined in Wis. Stats. § 66.1105(2).

2. BUSINESS’S OBLIGATIONS.

2.1. Covenant to Develop. Business shall construct the Project and anticipates expending at least \$1,670,167.00 for the Project, exclusive of site acquisition costs. Construction

on the Project shall commence no later than September 30, 2024 and be eligible for an occupancy permit by December 31, 2025.

2.2. Prior to the City awarding Construction Contracts anticipated by Section 3.2, the Business shall provide the City with an acceptable letter of credit (“LOC”) in the total amount of the \$300,000. The City shall release the LOC upon issuance of an occupancy permit for the Project.

2.3. The Business Contribution payment shall be in the amount of \$60,000, and it shall be made prior to the issuance of an occupancy permit.

2.4. The Business agrees to an Increment Guarantee equal to or greater than \$15,250. If, in any tax year the taxes paid on the Property are less than the Increment Guarantee, the Business will make short fall payments as described in Section 2.6.

2.5 **Employment, Minimum Job Retention and Creation Guarantees** - The Business currently has an existing employment level of 7 full-time equivalent employees

The Business estimates it will create at least an additional 3 full time equivalent jobs by December 31, 2026 and agrees to maintain those positions at the Property during the term of the Agreement up to the Expiration Date.

The Business anticipates the majority of the positions created shall be provided compensation commensurate with similar positions currently working at the Business’s present location.

The Business shall document to the City at least annually the current number of full time equivalent employees working at the Property and their compensation levels so that the City may evaluate the effectiveness of the development incentives.

2.6 **Short Fall Payments.** The Business shall guarantee a Collected Tax Increment, in the amount of \$15,250 each year for the remaining life of TID #12, including any allowable extensions thereof. The guarantee shall first apply to the 2026 tax year and shall continue through the closure of TID #12. In the event that the assessed value of the Property results in an Increment of less than required by this section in any tax year, the Business shall make up the shortfall through a payment to the City equal to the difference (“Short Fall Payments”). Short Fall Payments shall be made no later than January 31st of the year in which the tax payment is due. If in any year there is a failure to make the Required Payments, that any deficiency may be placed on the Property’s taxes as a special charge pursuant to Section 66.0627, Wis. Stats.

2.7 **Additional Assistance.** No additional financial assistance shall be requested by the Business to the City for the Project defined herein through TID #12.

3. **CITY’S OBLIGATIONS.**

3.1. The Parties intend that the City’s financial contribution to the Project will be funded through the Edgerton Tax Increment Financing District (TID) #12. The City Incentive will include funding for the cost of the installation of public water and sanitary sewer mains to the boundary of

the Property, less the amounts as set forth in Section 2.3 which the Business would otherwise need to pay for a private onsite wastewater system and a private well to the Incentive Maximum of \$250,000.

3.2. Following the annexation of the Property, and within four months of the creation of TID #12, the Business will provide satisfactory evidence to the City of having obtained the necessary private financing and having obtained all required permits needed to build and operate the Project. Following this, the City will move to award contracts for the installation of the public infrastructure.

3.3. The City shall have no obligation to proceed with the Award of Contracts if the total of said contracts exceed the Incentive Maximum, unless the Business agrees to pay such amount of the Award of Contracts which is over the Incentive Maximum ("Business Supplement"). If the Business elects to supplement the City's obligation above the Incentive Maximum, it shall inform the City of that decision within ten (10) days of notification by the City that the Award of Contracts exceeds the Incentive Maximum. The Business Supplement shall be paid by the Business within thirty (30) days of request by the City.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS. Business represents and warrants to and covenants with the City, and the City represents and warrants to and covenants with Business, respectively, as follows:

4.1. Taxes. The Business shall pay when due, all federal, state and local taxes in connection with the Property. It is understood that the land, improvements of the Property shall be subject to property taxes.

4.2. Certification of Facts. No statement of fact by Business contained in this Agreement, and no statement of fact furnished or to be furnished by Business to the City pursuant to this Agreement, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

4.3. Organization. The Business is a business corporation duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its Business. The Business is qualified to do Business in each jurisdiction in which failure to do so would have a material adverse effect on its Business or financial condition.

4.4. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by the Business hereunder have been duly authorized by all necessary action of the Business and constitute valid and binding obligations of the Business, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

The City represents and warrants to the Business that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by the City under this Agreement and the Bond.

4.5. No Conflict. The execution, delivery and performance of the Business's obligations pursuant to this Agreement will not violate or conflict with the Business's respective Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which the Business is bound, nor will the execution, delivery, or performance of the Business's obligations pursuant to this Agreement violate or conflict with any law applicable to the Business.

4.7. No Litigation. To the knowledge of the Business, there is no litigation or proceeding pending or threatened against or affecting the Business respectively that would adversely affect the construction of the Project improvements, or the priority or enforceability of this Agreement, the ability of the Business to complete the Project improvements or the ability of the Business to perform their obligations under this Agreement.

The City represents and warrants to the Business that to the knowledge of the City, there is no litigation or proceeding pending or threatened against or affecting the City that would adversely affect the priority or enforceability of this Agreement or the ability of the City to perform its obligations under this Agreement or the Bond.

4.8. No Default. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and the Business is not in default (beyond any applicable period of grace) of any of obligations under any other material agreement or instrument to which the Business is a party or an obligor.

4.9. Compliance with Laws and Codes. The Business covenants that the Project Improvements, as of the date of completion, will conform and comply in all respects with all applicable laws, rules regulations and ordinances, including, without limitation, all building codes and ordinances of the City. The Business will comply with, and will cause the Project Improvements to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

4.10. Calculation of Actual Tax Increment. The Collected Tax Increment that forms the basis for the payments on the Bonds to Business involves the calculation of the increases in the assessed value of the real and personal property located on the Property by the City Assessor or the Wisconsin Department of Revenue in accordance with Wis. Stats. § 70.32.

5. INDEMNIFICATION.

5.1. The Business releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agree to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person

occurring at or about or resulting from any defect in the Project Improvements or any environmental condition(s) on, in or under the Property (including but not limited to the presence or release of any hazardous substance or material) or any investigation, monitoring or remediation performed in connection therewith, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement or which result from negligent or willful acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth under this Agreement.

5.2. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Business agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Business (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby or the construction, installation, ownership, maintenance and operation of the Project Improvements.

5.3. The City agrees to protect and defend the Business and to hold the Business harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the willful misrepresentation or willful misconduct of the City (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby.

5.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

6. **TERM AND TERMINATION.** The term of this Agreement shall begin on the date of this Agreement set forth above and shall continue until the expiration of Tax Increment District No. 12, currently 2044.

7. **DEFAULT.** In the event that either the City or the Business defaults under any material terms or conditions of this Agreement, and such default continues for a period of ninety (90) days or more after receipt of written notice of the default from the non-defaulting party, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default, including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have the rights and remedies to which it may be entitled, either at law or in equity.

8. **ASSIGNMENT OF AGREEMENT.** This Agreement shall not be assignable by the Business, except (1) to Affiliates, and (2) collaterally, to Business's lender(s) (and in either such case, Business shall provide written notice and proof of such assignment to the City of such assignment) without the prior written consent of the City. Proof of assignment shall be provided by a copy of such assignment agreement. The rights and obligations of this Agreement may only be assigned in their entirety and cannot be apportioned among differing parties, including

Affiliates.

9. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the successors and assigns of the Business. Upon consent of the City to any assignment the Business shall be relieved of any further obligation under this Agreement.

10. **TRANSFER OR ASSIGNMENT OF BOND.** The Bond may be transferred or assigned by the registered owner thereof (in whole or in part) to another party, upon notice to the City and surrender of the Bond at the office of the City Clerk accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing.

11. **MISCELLANEOUS.**

11.1. **Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To the Business: DFD Properties LLC
Attn: Jordan Davis, member
621 N Page St
Stoughton WI 53589-1432

To the City: City of Edgerton
c/o City Administrator
12 Albion Street
Edgerton, WI 53562

Any party may, by written notice to the other party, designate a change for notice purposes.

11.2. **No Vested Rights Granted.** Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this Project shall inure to the Business. Nor does the City warrant by this Agreement that the Business is entitled to any other approvals required. The parties agree that no third-party rights of any kind, express or implied, are created or intended by this Agreement.

11.3. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

11.4. **Mutual Assistance.** The City and the Business shall do all things reasonably necessary or appropriate to carry out the terms, provisions and obligations of this Agreement and to aid and assist each other in carrying out this Agreement, including, without limitation, the giving of notices, the holding of public hearings, the enactment by the City of resolutions and ordinances, and the execution and delivery of documents, instruments, petitions and certifications. The City

and the Business shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) any approvals and permits that are reasonably necessary or desirable.

11.5. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement whether provided by law or provided by the Agreement shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any other such remedies for the same event of default or breach or of any of its remedies for any other event of default or breach by any other party.

11.6. Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

11.7. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

11.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

11.9. No Third Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

11.10. Attorney Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or any of the agreements contemplated herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

11.11. Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

11.12. Construction of Agreement. This Agreement is the result of mutual negotiations, consultations with counsel and a mutual drafting effort, and the parties agree that the Agreement will not be construed against any party by reason of any rule of construction of contracts requiring ambiguities in a contract to be construed against the drafter.

11.13. Independent Contractors. Each party to this Agreement is entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF EDGERTON, WISCONSIN

By: _____
Christopher W. Lund, Mayor

ATTEST:

By: _____
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)
)ss.
ROCK COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

DFD PROPERTIES LLC

By: _____
Jordan Davis, Member

ATTEST:

By: _____
Oliver Davis, Member

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this _____ day of _____, 2024, the above-named, Jordan Davis, as Member DFD Properties, LLC and Oliver Davis, as Member DFD Properties, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

(SHEET 2 OF 2)

Depiction of Property

CERTIFIED SURVEY MAP #1089124, VOL 13 PG 498-500 LOT 1 (Attached as Exhibit A)

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

See attached Plans

*****The attached plans are for illustrative purposes only.*****

4894-9752-9268, v. 1

