

**CITY OF EDGERTON
CITY HALL
12 ALBION STREET
EDGERTON, WI**

PUBLIC WORKS COMMITTEE

Monday, April 1, 2024 at 6:00 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. Confirmation of Appropriate Meeting Notice Posted on Friday, March 29, 2024.
3. Consider Approval of February 27, 2024 minutes.
4. Consider contract for code enforcement services.
5. Consider parking on Head Street.
6. Consider sidewalk repair contracts for 2024.
7. Staff Report.
8. Adjourn.

cc: All Commission Members
Department Heads

City Administrator
City Engineer

All Council Members
Newspapers

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: 884-3341

"Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Public Works Committee."

**FEBRUARY 27, 2024 PUBLIC WORKS COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Chairperson Jim Burdick called the meeting to order at 5:30 p.m.

Present: Jim Burdick, Casey Langan and Shawn Prebil.

Others Present: City Administrator Ramona Flanigan, Municipal Services Director Howard Moser and citizens.

Moser confirmed the agendas were properly posted on Friday, February 23, 2024 at the Post Office, Edgerton Library, City Hall and the City's website.

APPROVE MINUTES: A Langan/Prebil motion to approve the November 6, 2023 Public Works Committee minutes passed on a 3/0 roll call vote.

Burdick requested to reorder the agenda by deferring the bee hive discussion until the bee hive representative arrived.

DEPOT MODIFICATIONS: The owner of the Depot Café is interested in making changes to the building to accommodate the business. The depot building is owned by the City and the City leases the building to the Chamber of Commerce, which in turn subleases to tenants who operate out of the building. Proposed changes include moving the coffee counter to the east end of the main room; repainting the interior of the building; installing a wind sail or canopy over the deck; and adding signage.

The owner of the Depot Café provided the proposed interior paint color selections to the Committee. After discussion, it was suggested that the paint color approval be made through the Historic Commission. The owner of the Café confirmed the business would fund the interior paint/painting. A photo/plan of the wind sail was also presented by the owner of the Café.

A Burdick/Prebil motion to approve the proposed wind sail plan pending Historic Commission approval passed on a 3/0 roll call vote.

Additional signage was discussed and it was established that any additional free-standing signage would need to go through the Zoning Board of Appeals.

The owner of the Café described the proposed layout of the new free-standing counter in the northeast corner of the main room. A protective mat will be placed on the floor of the area to keep the original flooring intact. Installation of two drain holes and two water line holes would be required. The plugs from the proposed floor holes will be saved for reinstallation. Additional electrical will need to be ran through the wall to the area. The owner of the Café made it clear there would be as little change to the original structure as possible.

A Burdick/Langan motion to approve the proposed changes as discussed for the new counter area with no deposit required pending Historic Commission approval passed on a 3/0 roll call vote.

METAL COLLECTION AT THE COMPOST SITE: The Committee discussed the option of having a scrap metal collection bin at the compost site available during normal operation hours. The metal collected would then be recycled.

A Burdick/Prebil motion to approve a metal collection area at the compost site passed on a 3/0 roll call vote.

SIDEWALK WORK AND BIDS FOR 2024: Moser proposed using the sidewalk utility funds in 2024 proactively rather than reactively by working through sections of the City at a time fixing sidewalks. There is \$19,400 available in the sidewalk utility and Moser suggested setting aside at least \$5,000 for Albion Street/miscellaneous sidewalk repairs. Moser suggested bidding out the sidewalk cutting and grinding. Johnson Brothers are willing to hold their sidewalk replacement bid price for 2024, which staff recommends moving forward with.

A Burdick/Langan motion to approve sidewalk work and bids for 2024 as discussed passed on a 3/0 roll call vote.

WIDTH OF NORTH END OF ALBION ST: The width of Albion Street from Crescent St to West Fulton Street is 37' back-of-curb to back-of-curb (BC-BC). From Crescent west to the beginning of the new part of Elm Drive at the middle school is 45' BC-BC and the new part of Elm Drive southwest of the middle school to Stoughton Road is 37' BC-BC. The Committee discussed narrowing the width of the north end of Albion St to 37' during the construction in 2025.

A Langan/Burdick motion to approve the narrowing the width of the north end of Albion St during construction passed on a 3/0 roll call vote.

BEE HIVES IN FASSETT CEMETERY: A citizen has proposed placing bee hives in the southeast corner of Fassett Cemetery, specifically in the city-owned field behind the cemetery.

A Burdick/Prebil motion to allow bee hives in the southeast corner of Fassett Cemetery passed on a 3/0 roll call vote.

Being no other business before the Committee, a Langan/Prebil motion to adjourn passed, all voted in favor.

Howard Moser/mjd
Municipal Services Director

**CODE ENFORCEMENT SERVICES CONTRACT BETWEEN
THE CITY OF EDGERTON AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **City of Edgerton, 12 Albion Street, Edgerton, WI 53534** (hereinafter "City") and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter "MCE") as of this **1st** day of **March, 2024**.

RECITALS:

WHEREAS, the City requires code enforcement services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, and other miscellaneous code enforcement activities; and

WHEREAS, the City and MCE desire to contract with each other for such code enforcement services as set forth herein, to be provided by MCE to the City; and

WHEREAS, the City agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for and in consideration of the recitals set forth above and for such other valuable consideration as set herein, the receipt and sufficiency of which is hereby acknowledged, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the City with the following code enforcement services on an on-call basis:

- **Violation Monitoring**
 - Property Maintenance
 - Unsightly Debris
 - Weeds, Grass, Trees, or Other Vegetation
 - Junked, Unlicensed, or Abandoned Vehicles/Boats
 - Snow Removal

- **Violation Follow-up**

When a violation is present pertaining to any of the items above, orders will be sent to the property owner with details of the violation and a deadline to come into compliance. After the compliance deadline has passed, a re-inspection of the property will take place to determine the status of the violation and further action will be taken, as necessary, which may include any of the following:

 - Direct communications with property owners

- Phone call or email
- Final notice
- Granting of extensions if warranted based on the judgment of MCE after consultation with the City
- Issuing municipal citations through the City police department
- Nuisance abatement pursuant to City Code
 - MCE will bill property owner for all Penalty costs, according to fee schedule set forth in the Edgerton Municipal Code (hereinafter "Code") as updated from time to time with guidance of MCE, possibly resulting in possible Special Charges against property owner.
- **Municipal Programs:**
 - Vacant Building Inspection
 - Landlord Licensing Rental Inspection Program
 - Short-Term Rental Inspection Licensing Program
 - Tree Removal Permitting Program
 - Restaurant Grease Trap Compliance Program
- **Additional Tasks** (as requested):
 - Inspections for the purpose of building condemnation
 - Court Attendance and Evidence Preparation
 - Review and Recommendations for Improvement to Municipal Code of Ordinances
 - Collaboration with Building Inspector
 - Continuous Improvement of Municipal Codes and Ordinances
 - Other Issues/Complaints/Nuisances
 - Landlord/Tenant/Neighbor Dispute Mediation
 - Safety Hazard Elimination

2.) DUTIES – MCE shall perform the code enforcement services set out in the Scope of Services above for the City. MCE’s jurisdiction shall be concurrent with the City’s boundaries. Within said jurisdiction, and in the performance of those duties, MCE shall have the full lawful authority and responsibility to enforce the Code and issue citations, specific Chapters and Sections of the Code, including ordinances for which a statutory counterpart exists. MCE’s agents and employees shall not have the authority to make arrests for violations of the Code. It is specifically the intent of the parties that MCE is not a law enforcement officer within the meaning of Wis. Stat. § 165.85(2)(c). MCE shall cooperate with the City’s Police Department in investigating and issuing citations, and in other enforcement activities as needed to complete matters originating with MCE’s investigative and Code enforcement duties.

3.) HOURS AND COMPENSATION – Unless otherwise agreed upon by both parties, MCE shall provide no more than **20 hours per week** in code enforcement services and shall be compensated at the rate of **\$49.00 per hour**. Initially, MCE will respond to requests for service made by the City. At the City’s request, MCE will also perform

proactive code enforcement activities in which MCE surveys areas of the community to locate violations. If requested by the City, MCE will hold office hours in the City in office space provided by the City. MCE shall send the City an invoice every month detailing the number of hours provided and the amount owed. If an automatic renewal of this contract is enacted, as detailed below, this hourly rate shall increase by 3%, rounded to the nearest dollar, for each year that the automatic renewal takes place.

4.) TERMS OF CONTRACT – This contract shall begin **April 1, 2024** and end on **December 31, 2024**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) DOCUMENTS AND OPEN RECORDS REQUESTS – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the City and shall be turned over to the City upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the City of Edgerton within five (5) business days of written request to MCE.

6.) MONTHLY REPORT – MCE shall provide the City Administrator with a monthly report containing a summary of its work on City matters for each month of the Contract term for the prior month's work. The report shall be delivered to the City Administrator by the tenth (10th) day of each month.

7.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the City and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

8.) TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the City of Edgerton shall in its sole discretion have the right to terminate the contract with cause, in whole or in part, upon fifteen (15) days written notice of the circumstances giving rise to the decision to terminate, and MCE does not cure the alleged defect(s) if curable within fifteen (15) days following receipt of the notice.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the City.

9.) ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the City.

10.) INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The City of Edgerton shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with subrogation rights against the City waived.

11.) INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the City of Edgerton and shall not be entitled to any benefits enjoyed by employees of the City. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the City while acting within the scope of the services performed under this contract.

12.) INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the City and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

13.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

14.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the

extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

15.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC Date

NAME, TITLE Date

ATTEST:

NAME, TITLE Date

Memo

To: Public Works
From: Staff
Date: 3/28/2024
Re: April 1, 2024 Meeting

Contracts for sidewalk repair: Staff contacted several vendors to request quotes for trip hazard mitigation in 2024. We received three quotes for saw cutting/grinding at a per linear foot cost. The lowest responsible quote was submitted by Universal Concrete Grinding as shown below:

VENDOR	LF COST
UNIVERSAL CONCRETE GRINDING	\$13.75
ASTI SAWING	\$18.50
SAFE STEP	\$27.97

Staff recommends awarding the trip hazard mitigation project to Universal Concrete Grinding for \$13.75 per linear foot. This project will be funded by the sidewalk utility.

Head Street parking: A resident of Head Street requested the City allow parking on the east side of Head Street. Staff estimates there could be 10-12 parking spaces created assuming parking is not allowed on the section that is parallel the railroad tracks.

Code Enforcement Service: The 2024 budget includes \$5,000 for code enforcement services. Staff interviewed a company that provides very flexible code enforcement services to many other area municipalities. The attached contract with Municipal Code Enforcement (MCE) provides for an on call, or as needed, type of service which will allow the City to control expenses and the service level. Staff recommends the City enter into a contract MCE for code enforcement.