

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

PUBLIC WORKS COMMITTEE

Tuesday, February 27, 2024 at 5:30 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, February 23, 2024.
3. Consider Approval of November 6, 2023 minutes.
4. Permission to put bee hives at the SE corner of the cemetery.
5. Modifications to the depot for the coffee business.
6. Consider metal collection at the compost site.
7. Consider sidewalk work and bids for 2024.
8. Consider width of North end of Albion St.
9. Staff Report.
10. 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."

**NOVEMBER 6, 2023 PUBLIC WORKS COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Chairperson Jim Burdick called the meeting to order at 6:02 p.m.

Present: Jim Burdick, Casey Langan and Shawn Prebil.

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

Flanigan confirmed the agendas were properly posted on Friday, November 3, 2023 at the Post Office, Edgerton Library, City Hall and the City's website.

APPROVE MINUTES: A Prebil/Langan motion to approve the July 17, 2023 Public Works Committee minutes passed, all voted in favor.

ALBION STREET PHASING: Staff filed an application to the DOT STP program for Albion St north of W Rollin St which would pay for 80% of the street and stormwater costs. The soonest the project could be done with STP funding would be 2026. Staff is recommending the City bid Albion St south of W Rollin St in 2024, with the north section of Albion St in the 2024 bid as an alternate. The Committee discussed and agreed with the staff recommendation.

FUTURE WIDTH OF WASHINGTON AND PLEASANT STREETS: The reconstruction of Albion St will include the reconstruction of the Pleasant and Washington St intersections. Both Washington and Pleasant St are below the 28' City minimum standard street width. The Committee discussed if the Albion St plans should include reconstruction of the intersections to the future width of those streets or if the current width should be left as is in the intersections. The Committee agreed to leave the street widths at the intersections as in for the Albion St plans.

RECONFIGURATION OF BURDICK STREET: The owner of 2 Burdick St suggested the City attempt to make Burdick St a one-way street going south to reduce accidents; eliminate cars trying to get onto Fulton St using the current intersection which can be difficult to navigate; and to make it safer for pedestrians. The outlet would be around the south side of 225 W Fulton St through the rail corridor. The Committee would like staff to investigate the possibility of this driveway with the railroad.

BRUSH COLLECTION CALL BACK CHARGE: In certain circumstances, the public works staff will return to a residence if called to collect brush that was not picked up during the initial collection. An example of a call back situation would if the brush was initially too large for pick up or something else prevented the crew from collecting it during the initial process. Currently, there is not a fee for the call back but in speaking to other communities, this is something that some cities have implemented. The Committee recommended a \$50 fee for the call back collection if it is determined the brush was not initially collected due to a nonconforming pile.

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

Howard Moser/mjd
Municipal Services Director

Memo

To: Public Works
From: Staff
Date: 2/23/2024
Re: February 27, 2024 Meeting

Proposed changes to depot for cafe: The owner of the Depot Café is interested in make changes to the building to accommodate the business. The depot is owned by the city and the city leases the building to the Chamber of Commerce. The Chamber in turn subleases the building to tenants who operate out of the structure.

The current tenant and owner of the Depot Café will attend the PW meeting to explain in more detail the changes listed below. In the past, the city has required anyone making changes to the structure provide some form of guarantee that any modifications to the structure are repaired at the end of the lease. (See attached excerpts from the lease.)

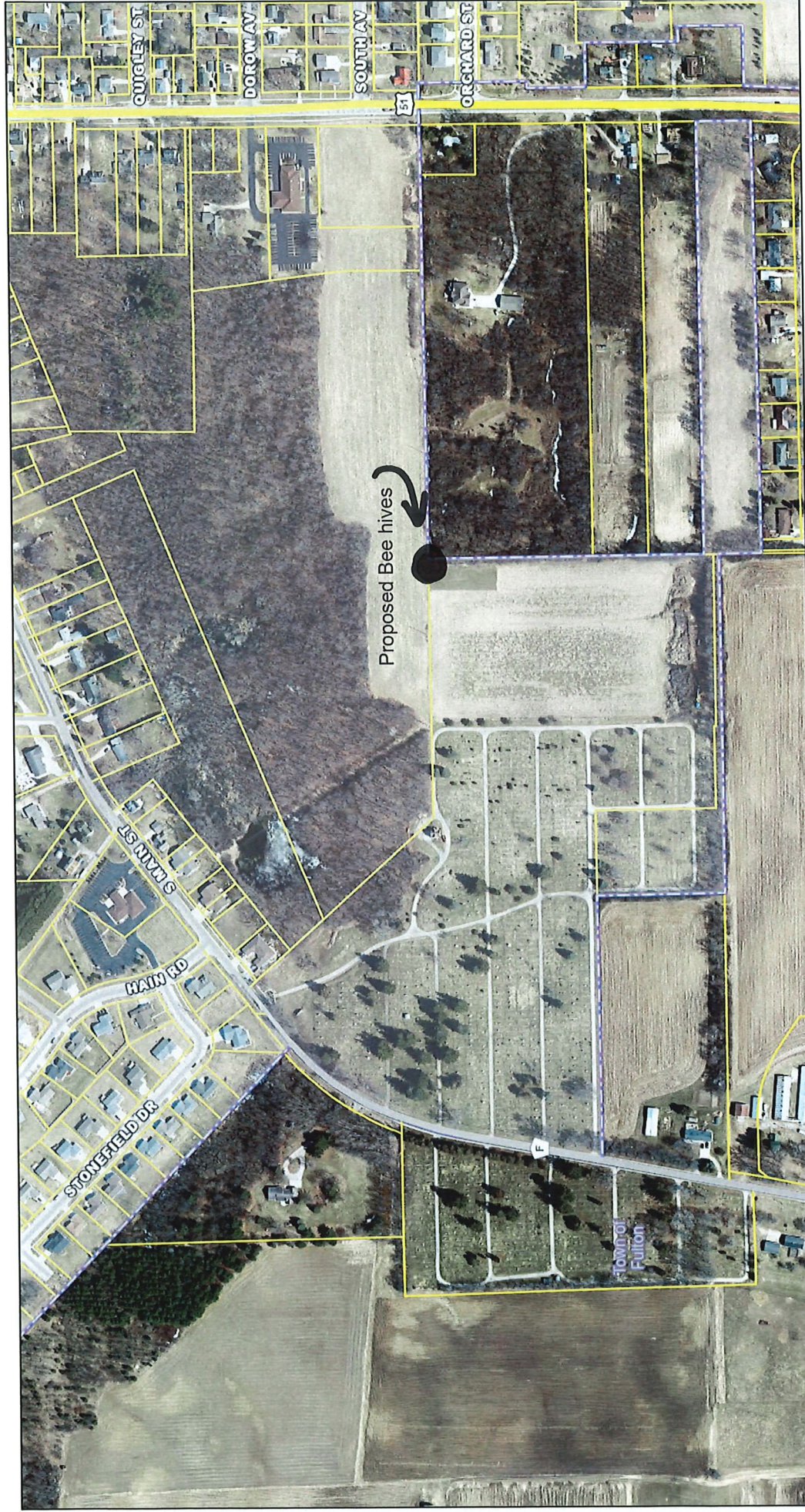
Proposed changes:

- Move the coffee making and serving counter to a new counter in the east end of the main room. This will require the installation of plumbing, electrical and wall coverings. The tenant can provide details of how the service counter will be anchored to the floor and other details.
- The tenant is requesting the interior of the building be repainted. The paint colors selected for the building when it was renovated were based on the original colors that were used in 1906. The lease does not specifically indicate who is responsible for interior painting but it does prohibit the tenant from painting without City approval.
- The tenant wishes to install a wind sail or canopy over the deck. The tenant will describe how he plans to attach the sail to the building. If the sail is permitted, staff does not recommend the sail be attached to the railing.
- The tenant wishes to add signage by attaching a sign to the railing. A variance would be required to add another free-standing sign. If a variance were granted to allow a second free standing sign, staff recommends the sign not be attached to the railing.

Width of Albion Street north of Crescent: Albion St north of Rollin Street to approximately 100' west of Ridgeway. is scheduled for reconstruction in 2025. The width of Albion Street from Crescent 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. The new part of Elm Drive southwest of the middle school to Stoughton Road is 37' BC-BC.

Staff is recommending the width of Albion be reduced from Crescent St to the end of construction to 37' BC-BC for the following reasons: narrower streets reduce vehicle speed; parking is not allowed in the section so 45' width is unnecessary; it will make it easier for pedestrians to cross the street; it will widen the terraces for snow storage and tree health.

ArcGIS Web Map



2/14/2024, 11:28:21 AM

Tax Parcel Layer

Rock County Land Information Office, County of Rock Land Information Office, Rock County, Wisconsin

Depot + Sublease

Demised Premises to be used, or permit any act whatsoever to be done on the Premises, in a manner, which would violate or make void or inoperative any policy of insurance held by Tenant and/or Landlord.

(c) Storage of Merchandise. Subtenant shall store or stock in the Demised Premises, at all times during the term hereof, only such goods, wares, and merchandise as the Subtenant intends to use, at or from the Premises or use in connection with a service offered by Subtenant in the regular course of Subtenant's business.

(d) Public Relations. In the conduct of its business in and about the Demised Premises, Subtenant shall observe and comply with all laws, ordinances, and regulations of public authorities.

(e) Porch/Deck. Subtenant's lease of structure shall include the covered porch area on the east end of the building. Subtenant shall maintain the porch area in a clean, neat and orderly fashion. The porch area shall not be used for storage. All items placed in the porch area shall be durable and weather resistant. Subtenant lease space does not include the platform on the north and west sides of the building. Subtenant may utilize the platform as a public space but cannot restrict the use of the space by others. Subtenant may restrict the use of the space by others if they are being disruptive to other patrons. Subtenant may place furniture and other similar patio furnishings on the platform upon approval of the Tenant. The Subtenant shall be responsible to remove all patio furnishings from the platform when a community event is scheduled for the platform.

(f) The Landlord reserves the right to allow public access to the restrooms in the Demised Premises on the day and evening of the tree lighting ceremony usually occurring in November, as long as the ceremony is held in the area of the Demised Premises. The Subtenant agrees to obtain Landlord approval prior to allowing any outdoor vendors to operate on the day of the tree lighting ceremony.

ARTICLE V REPAIRS AND MAINTENANCE

(a) Subtenant shall maintain the Demised Premises and keep them in good repair at its expense. Subtenant shall be responsible for any improvements required by Federal, State or local regulations to use the Demised Premises for Subtenant's business purposes identified above. Subtenant shall maintain and repair interior walls, floors, and plumbing associated with business activities.

(b) The Landlord shall mow the lawn and plow the snow from the parking areas; the sidewalks next to the curb in the Fulton Street parking lot; the sidewalk and ramp serving the main north entrance; and the platform between the ramp and the main north entrance. The Landlord shall hire a pest control contractor. The Landlord is responsible for maintenance of the following: roof, outside walls, windows and doors, structural repairs, repairs to the deck; and HVAC system

(c) Subtenant recognizes the following regarding the Demised Premises: it was recently renovated and is in good condition; it is on the National Register of Historic Places; it is included in the local historic district and is subject to laws pertaining to local historic districts; and it has local significance as a historic structure. Subtenant shall make every effort to not damage walls, floors, mechanical equipment, or any of the building's fixtures, and shall promptly notify the Landlord of any such damage.

(d) Subtenant shall be responsible for all trash and recyclable collection for the Demised Premises.

ARTICLE VI TAXES, ASSESSMENTS AND OCCUPANCY EXPENSES

There are no real estate taxes on said premises, which are owned by the City of Edgerton. Subtenant is expressly responsible to pay all occupancy expenses associated with Coffee Depot LLC including personal property taxes.

ARTICLE VII INSURANCE

(a) Subtenant shall procure and maintain in force at its expense during the term of this lease agreement and any extension of such term, public liability insurance with insurers and through brokers approved by Tenant and/or Landlord. Landlord and Tenant shall be named as an additional insureds on any such policy. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in, on the porch, platform or around the Demised Premises, in a minimum amount of one million dollars (\$1,000,000.00) for injury to or death of person per occurrence, and fifteen thousand dollars (\$15,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of Landlord and Tenant on any claims or losses. The insurance policies or proof of their existence shall be delivered to Landlord and Tenant for safekeeping. Subtenant shall obtain a written obligation from the insurers to notify Landlord and Tenant in writing at least (30) days prior to cancellation or refusal to renew any policy.

(b) If the insurance policies required by this section are not kept in force during the entire term of this lease agreement or any extension of such term, Tenant may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Tenant as an additional rent installment for the month following the date on which the premiums were paid by Tenant.

(c) The Landlord shall carry at its expense property insurance coverage on the property.

ARTICLE VIII ALTERATIONS AND ADDITIONS

Subtenant shall have the right from time to time during the term at their own expense to install in the Demised Premises non-permanent improvements such as, equipment, furnishings and other personal property as they may deem fit, and to remove, change and exchange the same. Such equipment, furnishings, personal property and additions to remain Subtenant's property.

Upon approval of the Landlord, the Subtenant may at its own expense throughout the term make such alterations, improvements or changes, in the Demised Premises as may be proper or necessary for the conduct of its business and for full and beneficial use of the Demised Premises. However, no paint shall be applied to any part of the original structure and no structural or mechanical changes or alterations shall be made without the written consent of Landlord and Tenant, which shall not be unreasonably withheld or unreasonably delayed. No changes, additions or alterations shall be made to the exterior of the Demised Premises including the porch and platform areas without the written consent of the Landlord and Tenant, which consent shall not be unreasonably withheld.

ARTICLE IX REMOVAL OF FIXTURES

Subtenant shall have the right at any time to remove from the Demised Premises any furniture, fixtures, equipment and furnishings owned by Subtenant and situated in, on or about the Demised Premises, which removal may be accomplished at any time prior to or at the expiration of the term, or within the period of forty-five (45) days after any earlier termination of this Sublease. Subtenant shall repair all significant damage caused by the removal of such property.

Subtenant has agreed to assume restoration of the Premises to its condition as of the effective day of this lease. This shall include but not be limited to all changes made to the building by the Subtenant including but not limited to the following: sinks, vanities, and other fixtures; plumbing and electrical including but not limited to that below the floor; any and all grease traps, dishwashers, refrigeration units, and the associated plumbing; the island in the ticket office including any and all electrical and plumbing improvements thereto and below the floor; wall coverings to include restoration of wall and trim; floors modified to accommodate the improvements listed above; non-wood floor coverings to include the restoration of the floors. Any and all removal of electrical and/or plumbing shall be completed so as to comply with any and all codes.

ARTICLE X SIGNS

Subject to applicable Landlord and Tenant approval, ordinances and regulations, Subtenant may, at its sole discretion, maintain a sign on the property if Subtenant so desires at its sole expense. Any sign of Subtenant shall be installed so as to cause no damage to the building and the manner of the installation shall be only with the written consent of Landlord and Tenant, which consent shall not be unreasonably withheld.

ARTICLE XI UTILITIES

Subtenant shall pay all charges for water, gas, heat, electricity, power, telephone service, and other similar charges incurred by Subtenant with respect to and during its occupancy of the Demised Premises.

ARTICLE XII DAMAGE OR DESTRUCTION

In the event that the building and improvements upon the premises shall be damaged by fire, windstorm, or other casualties and not rendered untenable, Landlord shall, as far as practicable, forthwith reinstate the property in its present condition. If the damage shall be so extensive as to render the Premises untenable, the monthly installments of cash rent required to be paid hereunder shall then be abated during the time that the premises are untenable. In the event of the destruction of 50 percent or more of the premises by fire or other casualty, this Sublease shall, at the option of the Subtenant, cease and come to an end. If Subtenant does not wish this Sublease to cease and terminate by reason of the premises being so destroyed by fire or other casualty and it shall within thirty (30) days from the date that said total destruction occurs serve written notice upon Landlord and Tenant by certified mail that they desire to have the premises restored to the state in which they were in when 50 percent or more were destroyed by fire or other casualty and upon giving such notice to Landlord and Tenant this Sublease shall continue in full force and effect and

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| JOB NO. | 4894-114 |
| DRAWN BY | JCB |
| CHECKED BY | JCB |
| DATE | JANUARY 2024 |
| REVISIONS | |
| REFERENCE FILE | |
| DRAWING FILE | |
| DETAILS | |

Cedar
CORPORATION

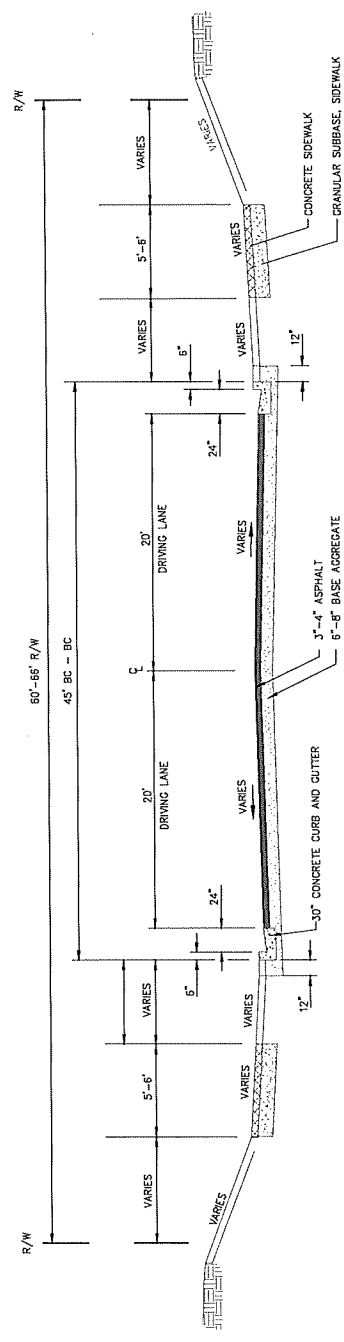
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1200
FAX: 303.733.1201

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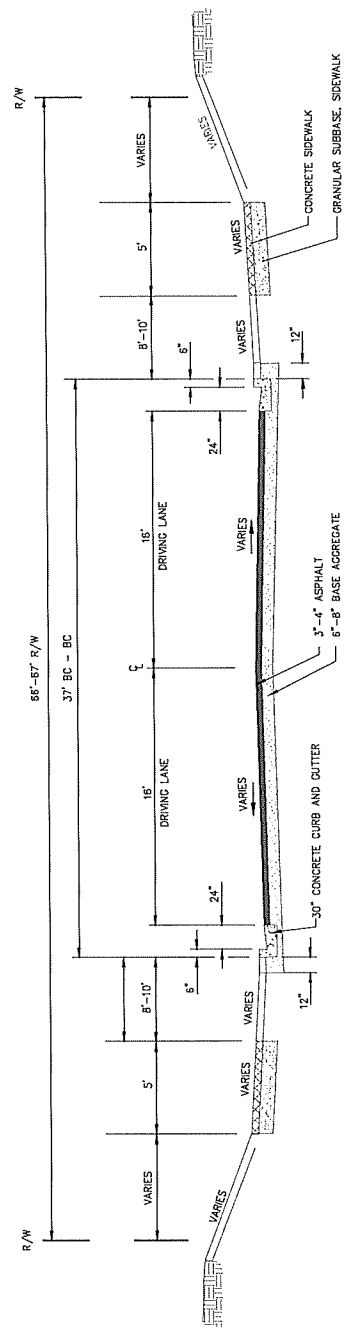
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DENVER, CO 80202
TEL: 303.733.1200
FAX: 303.733.1201

CITY OF EDGERTON
ALBION STREET
UTILITY AND STREET IMPROVEMENTS
EXISTING TYPICAL SECTION

SHEET NO.
3 of 56



EXISTING TYPICAL SECTION - RIDGEWAY TO CRESCENT
STA 11+00 - STA 15+26
NO SCALE



EXISTING TYPICAL SECTION - CRESCENT TO W FULTON
STA 15+26 - STA 35+12
NO SCALE

