



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, OCTOBER 3, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/5997866403?pwd=alcreldSbGpNUVI1VnR1RWF5bXovdz09>

Meeting ID: 599 786 6403

Passcode: 53538

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If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public Hearings:**
 - a. **Discontinue A Portion of James Place** between Talcott Street and Janesville Avenue
 - b. Proposed Amendments to Chapter 70 of City of Fort Atkinson Municipal Ordinance Sections 70.04.03 and 70.04.04 to **Update and Enact New Park Impact Fees**
- 4. Public Comment:** *The City Council will receive comments from City residents. Comments are generally limited to three minutes per individual. Anyone wishing to speak is required to sign up in advance or state the following items for the record when called upon: name, address, subject matter, and contact information. No action will be taken on any public comments unless the item is also elsewhere on the agenda.*
- 5. Consent Agenda:** *The Consent Agenda outlined below is hereby presented for action by the City Council. Items may be removed from the Consent Agenda on the request of any one Council member. Items not removed may be adopted by one action without debate.*

Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Council President.

- a. Review and possible action relating to the **minutes of the September 14, 2023** Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to the **minutes of the September 19, 2023 regular Fort Atkinson City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the September 26, 2023 Board of Review meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **minutes of the September 26, 2023 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications: – None

7. Resolutions and Ordinances:

- a. First reading of an Ordinance relating to **amendments to Section 94-151 of the City of Fort Atkinson Municipal Code relating to the use of All-Terrain Vehicles (ATVs) on City Streets** (Houseman, City Manager)
- b. First reading of an Ordinance relating to a **Zoning Map Amendment** to change the zoning district for the properties located at 932 Erick St., 1000 Erick St., and 610 Talcott Ave. from Light Industrial (LI) to Institutional (I) (Selle, Director of Public Works)
- c. First reading of an Ordinance to amend Sections 70.04.03 and 70.04.04 of the City of Fort Atkinson Land Division and Development Ordinance relating to **Updating and Enacting New Park Impact Fees** (Franseen, Director of Parks and Recreation)
- d. Second reading of an Ordinance to amend Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance relating to **parking and surface standards** (Draeger, Building/Zoning Administrator)
- e. Second reading of an Ordinance to amend Section 94-432 of the Municipal Code relating to **vehicle and trailer parking** (Draeger, Building/Zoning Administrator)
- f. Second reading of an Ordinance to repeal Section 94-434 of the Municipal Code relating to **taxicab parking** (Draeger, Building/Zoning Administrator)
- g. Review and possible action on a resolution to **Discontinue a Portion of James Place between Talcott Street and Janesville Avenue** in the City of Fort Atkinson (Selle, Director of Public Works)

8. Reports of Officers, Boards, and Committees:

- a. City Manager's Report (Houseman, City Manager)

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to **Certified Survey Map dedicating a 75-foot-wide right-of-way** along the east side of the property located at 925 Lexington Blvd. to the City for future public infrastructure purposes (Selle, Director of Public Works)
- b. Review and possible action relating to an Agreement for Professional Services between the City and R.A. Smith for **Preliminary Assessment of a Transportation Utility** (Selle, Director of Public Works)
- c. Review and possible action relating to proposals for **pre-demolition inspection services** of buildings to be razed in association with the Public Works and Parks Operations facility project (Selle, Director of Public Works)

11. Miscellaneous – None

12. Claims, Appropriations and Contract Payments:

- a. Review and possible action relating to the **Verified Claims** presented by the Director of Finance and authorization of payment (Ebbert, Clerk/Treasurer/Finance Director)

13. Adjournment

Date Posted: October 2, 2023

CC: City Council; City Staff; City Attorney; News Media; Fort Atkinson School District; Fort Atkinson Chamber of Commerce

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City of Fort Atkinson
City Clerk/Treasurer's Office
101 N. Main Street
Fort Atkinson, WI 53538

**POLICE AND FIRE COMMISSION MEETING
IN PERSON AND VIA ZOOM
THURSDAY, SEPTEMBER 14, 2023 – 10:00 A.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Commissioner Jones called the meeting to order at 10:00 am.

2. ROLL CALL

Commissioners: Hartwick, Jones, Schultz, Turk. Also present: GovHR representative, City Manager, Deputy Clerk and Police Chief.

Excused absence: Raub.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE JULY 31, 2023 MEETING OF THE POLICE AND FIRE COMMISSION

Schultz moved, seconded by Hartwick to approve the minutes of July 31, 2023 meeting of the Police and Fire Commission. Motioned carried unanimously.

4. REVIEW AND POSSIBLE ACTION RELATING TO EXTENDING A CONTINGENT OFFER OF EMPLOYMENT TO CANDIDATE ON ELIGIBILITY LIST

Chief Bump updated the commission that the applicant pool has changed since the last meeting and requested the Commission to approve a contingent offer of employment to the candidates on the eligibility list.

Schultz moved, seconded by Turk to extend a contingent offer of employment to the two remaining eligible candidates. Motion carried unanimously.

5. REVIEW AND DISCUSSION RELATING TO BACKGROUND, SKILLS, AND ABILITIES DESIRED BY THE POLICE AND FIRE COMMISSION FOR THE FIRE/EMS CHIEF POSITION AND RECRUITMENT UPDATE

The Commission received an update on the submissions for the position. A total of 22 applications from 8 different states were received timely. After the initial review, 13 applications will continue to be further reviewed. The Commission then discussed various skills, attributes and experiences of the ideal candidate for the Department as is consists of a mix of POC and full time staff.

6. ADJOURNMENT

Hartwick moved, seconded by Schultz to adjourn. Meeting adjourned at 10:59 am.

Respectfully submitted,
Courtney Thom
Deputy Clerk



City of Fort Atkinson
City Clerk/Treasurer's Office
101 N. Main Street
Fort Atkinson, WI 53538

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 19, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

President Johnson called the meeting to order at 7:02 pm.

2. ROLL CALL

Present: Councilmembers Becker, Jaeckel, Lescohier, Schultz and President Johnson. Also present: City Manager, City Clerk/Treasurer, City Attorney, Building Inspector, Public Works Superintendent,

3. PUBLIC HEARINGS – NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

- a) Review and possible action relating to the minutes of the September 5, 2023 regular City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) Review and possible action relating to the minutes of the September 5, 2023 Economic Development Commission (Ebbert, Clerk/Treasurer/Finance Director)*
- c) Review and possible action relating to the minutes of the September 12, 2023 Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- d) Review and possible action relating to the minutes of the September 13, 2023 Finance Committee meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) Review and possible action relating to building, plumbing, and electrical permit report for August 2023 (Draeger, Building Inspector)*
- f) Review and possible action relating to the City Clerk-issued License and Permit Report for August 2023 (Ebbert, Clerk/Treasurer/Finance Director)*
- g) Review and possible action relating to City Sewer, Water, and Stormwater Utility Financial Statements as of August 31, 2023 (Ebbert, Clerk/Treasurer/Finance Director)*
- h) Review and possible action relating to the appointment of Richelle Rottmann to the Sex Offender Residence Board (Houseman, City Manager)*
- i) Review and possible action relating to Special Event: Haunted Hike, Friday, October 20 and Saturday, October 21 from 6 p.m. to 9 p.m. at Haumerson's Pond Warming House (Ebbert, Clerk/Treasurer/Finance Director)*
- j) Review and possible action relating to Special Event: Fort Atkinson Holiday Light Display- Fort Polar Path November 5, 2023-January 5, 2024 located at Janesville Avenue Bike*

Path in front of Jones Dairy Farm heading north to Rotary Depot Pavilion (Ebbert, Clerk/Treasurer/Finance Director)

- k) Review and possible action relating to Special Event: Magic on Janesville Avenue Friday, December 1, 2023 from 3-6:30 p.m., located at Janesville Avenue Bike Path in front of Jones Dairy Farm heading north to Rotary Depot Pavilion (Ebbert, Clerk/Treasurer/Finance Director)*
- l) Review and possible action relating to Special Event: Rotary Club Wine Walk Friday, October 13, 2023 from 4:30-8:30 p.m. located downtown at various locations (Ebbert, Clerk/Treasurer/Finance Director)*
- m) Review and possible action relating to Temporary Class "B" Retailer's Licenses for Rotary Club Wine Walk Friday, October 13, 2023 (Ebbert, Clerk/Treasurer/Finance Director)*

Becker moved, seconded by Jaeckel to approve the Consent Agenda as listed, items 5.a. through 5.m. Motion carried unanimously.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS: – NONE

7. RESOLUTIONS AND ORDINANCES:

- a) Review and possible action relating to an Existing Employer Option Resolution for Wisconsin Public Employers' Group Health Insurance Program (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk Ebbert reviewed that the Wisconsin Employee Trust Fund (ETF) provides local governments with the option of health insurance and dental insurance through the Group Health Insurance Program. Currently, the City uses ETF for group health insurance, but a third-party administrator for dental insurance. Partnering with a third-party benefits administrator typically returns a more costly dental insurance premium. The past few years we have seen up to 6% increase in dental premiums. If we were to move to the dental program with the group health insurance program, the City would experience a cost savings of \$40,467.36 across all funds and utilities. The favorably savings will be applied to the 20% increase in health insurance costs for 2024.

Becker moved, seconded by Schultz to adopt the Existing Employer Option Resolution for Wisconsin Public Employers' Group Health Insurance Program, moving dental insurance from an independent contract to the state group health program. Motion carried unanimously.

- b) Review and possible action relating to a Resolution for Inclusion Under the Income Continuation Insurance Plan (Ebbert, Clerk/Treasurer/Finance Director)*

Clerk Ebbert presented the Income Continuation Insurance (ICI) program as a voluntary income replacement program available to eligible full-time employees through the State of Wisconsin Employee Trust Funds (ETF). The benefit can cover employees with short- and long-term disabilities. Benefits can provide up to 75% of your average monthly earnings based on the previous calendar year earnings. The local ICI program has been under a premium holiday for several years. The premium holiday covers standard and supplement coverage. It is unknown when the premium holiday will expire. During this time, enrollees

have the benefit available upon a qualifying claim without being charged a premium. The holiday applies to the employer also, therefore allowing employee enrollment without employer expense.

Jaeckel moved, seconded by Lescohier to adopt the Resolution for Inclusion under the Income Continuation Insurance Plan under the state group health program. Motion carried unanimously.

c) First reading of an Ordinance to amend Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance relating to parking and surface standards (Draeger, Building/Zoning Administrator)

Inspector Draeger stated that over the last several months, staff has proposed changes and corrections to the Zoning Ordinance after about three years of applying it to circumstances within the community. 16 of those amendments were adopted by the City Council and become effective.

Lescohier moved, seconded by Becker to direct the City Manager prepare this ordinance for a second reading at the October 3, 2023 City Council meeting. Motion carried unanimously.

d) First reading of an Ordinance to amend Section 94-432 of the Municipal Code relating to vehicle and trailer parking (Draeger, Building/Zoning Administrator)

Inspector Draeger reviewed the amendments that were prior discussed by Staff and Council over the past few months.

Becker moved, seconded by Schultz to direct the City Manager prepare this ordinance for a second reading at the October 3, 2023 City Council meeting. Motion carried unanimously.

e) First reading of an Ordinance to repeal Section 94-434 of the Municipal Code relating to taxicab parking (Draeger, Building/Zoning Administrator)

Inspector Draeger discussed the repeal that would remove the parking stall located in front of the Municipal Building due to non-taxicab use. This would return to a regular parking stall on Main Street.

Lescohier moved, seconded by Jaeckel to direct the City Manager prepare this ordinance for a second reading at the October 3, 2023 City Council meeting. Motion carried unanimously.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

a) City Manager's Report (Houseman, City Manager)

No action required.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action relating to the 2024 Recycling Grant Application to the Wisconsin Department of Natural Resources (Houseman, City Manager)

Manager Houseman presented the annual grant program through the Wisconsin Department of Natural Resources. The grant award supplements the cost of both recycling and composting for the City. The City's estimated recycling expenditures in 2024 is \$229,696.80, as outlined in the table on page 2 of this memo. The total represents an estimated increase of 2% over estimated 2023 recycling expenditures. The WDNR has provided around \$35,000 in grant funds over the last several years. In 2024 WDNR is expected to provide a similar amount.

Lescohier moved, seconded by Becker to direct the City Manager to sign and submit the 2024 Recycling Grant Application to the Wisconsin Department of Natural Resources. Motion carried unanimously.

b) Review and possible action relating to the purchase of a Roll-off Leaf Vacuum Collection System from MacQueen Equipment for \$113,790 (Williamson, Superintendent of Public Works)

Public Works Superintendent Williamson shared how the Department of Public Works performs fall leaf collection every year from the end of October to the end of November depending on the weather conditions. Leaf collection is an essential part of meeting the City's stormwater permitting through the WI DNR. Several years ago, staff began the process of researching other options for providing this necessary leaf collection service. The Department understands that this is a major investment for the Stormwater Utility and has provided a table demonstrating the average yearly investment of funds for the collection of leaves for the approximate 4 weeks, every year, in the fall. Table 1 includes the contracted expense and staff investment for seasonal leaf collection at roughly \$28,500 annually as well as the cost with the proposed leaf vacuum and roll-off leave collection system at roughly \$4,000 annually. While the upfront cost to purchase the equipment is great, the City will save money over time by not contracting with GFL for the truck and staff, as well as saving staff time. The proposed system only requires two operations, as opposed to the current staff and contracted service model, which requires 3-5 City staff.

Jaeckel moved, seconded by Becker to approve the purchase of a Roll-off Leaf Vacuum Collection System at a cost not to exceed \$113,790 with Storm Water Utility funds as described in Table 3 in the staff report. Motion carried unanimously.

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

a) Review and possible action relating to the Verified Claims presented by the Director of Finance and authorization of payment (Ebbert, Clerk/Treasurer/Finance Director)

Becker moved, seconded by Jaeckel to approve the Verified Claims as presented. Motion carried unanimously.

13. THE CITY COUNCIL MAY ADJOURN INTO CLOSED SESSION PER WIS. STAT. §19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE TERMS OF A DRAFT PROJECT DEVELOPMENT AGREEMENT AND/OR THE EXTENSION OF THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FORT ATKINSON, HOFFMAN DEVELOPMENT GROUP, LLC, AND CEDARPRISE, LLC RELATING TO THE CITY-OWNED PROPERTY ALONG BANKER ROAD

Lescohier moved, seconded by Jaeckel to adjourn into closed session pursuant to State Stat. §19.85(1)(e) to deliberate or negotiate the terms of a draft Project Development Agreement and/or the extension of the Master Development Agreement between the City of Fort Atkinson, Hoffman Development Group, LLC, and CedarPrise, LLC relating to the City-owned property along Banker Road. Motion carried unanimously.

Becker moved, seconded by Jaeckel to reconvene in open session. Motion carried unanimously.

14. THE CITY COUNCIL MAY RETURN TO OPEN SESSION AND MAY TAKE ACTION ON AN EXTENSION OF THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FORT ATKINSON, HOFFMAN DEVELOPMENT GROUP, LLC, AND CEDARPRISE, LLC RELATING TO THE CITY-OWNED PROPERTY ALONG BANKER ROAD

Becker moved, seconded by Lescohier to approve the 4 month extension of the Master Development Agreement between the City of Fort Atkinson, Hoffman Development Group, LLC, and CedarPrise, LLC, relating to the City-owned property along Banker Road. Motion carried unanimously.

15. ADJOURNMENT

Jaeckel moved, seconded by Schultz to adjourn. Meeting adjourn at 8:07 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer/Finance Director



City of Fort Atkinson
City Clerk/Treasurer's Office
101 N. Main Street
Fort Atkinson, WI 53538

**BOARD OF REVIEW
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 26, 2023 – 9:00 AM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Manager Houseman called the meeting to order at 9:00 am.

2. ROLL CALL

Present: Cm. Jaeckel, Cm. Lescohier, President Johnson, Manager Houseman and Clerk Ebbert. Excused absence Cm. Becker and Cm. Schultz. Also present: Justin Wiersma Associated Appraisal.

3. ELECTION OF CHAIRPERSON

Ebbert nominated Manager Houseman to serve as Chairperson. Seconded by Johnson and carried. Houseman accepted.

4. ELECTION OF VICE-CHAIRPERSON

Houseman nominated Bruce Johnson to serve as Vice-Chairperson. Seconded by Lescohier and carried. Johnson accepted.

5. REVIEW OF MEMBERS OF THE BOARD THAT HAVE MET THE MANDATORY TRAINING REQUIREMENTS SPECIFIED IN SEC. 70.46(4), WISCONSIN STATUTE.

Ebbert confirmed she has met the legal requirements for the mandatory annual training.

6. REVIEW OF 2023 ASSESSMENT ROLL AND COMMENTS BY THE ASSESSOR.

Assessor Justin Wiersma introduced himself and reviewed the open book schedules and confirmed the updates were recorded in the roll.

7. REVIEW AND POSSIBLE ACTION TO CERTIFY ALL CORRECTIONS OF ERROR UNDER STATE LAW (WIS. STATE 70.43).

Wiersma confirmed there were no corrections or errors.

8. REVIEW AND POSSIBLE ACTION ON VERIFYING WITH THE ASSESSOR THAT OPEN BOOK CHANGES ARE INCLUDED IN THE ASSESSMENT ROLL.

Wiersma confirmed all open book changes were noted in the assessment roll.

9. HEAR OF TESTIMONY OF PROPERTY OWNERS FOR SCHEDULED APPOINTMENTS AND DETERMINE FINAL VALUES.

- i. **9:30 AM** – 1201 Whitewater Avenue – *withdrew objection 09/25/2023 11:12 am via Assessor.*
- ii. **9:45 AM** – 601 Cloute Street – *withdrew objection 09/25/2023 11:12 am via Assessor.*
- iii. **10:00 AM** – 740 Reena Avenue – *withdrew objection 09/25/2023 10:50 am via email.*

10. DURING THE FIRST TWO HOURS, CONSIDERATION OF:

- a. **WAIVERS OF THE REQUIRED 48-HOUR NOTICE OF INTENT TO FILE AN OBJECTION WHEN THERE IS GOOD CAUSE,**
- b. **REQUESTS FOR WAIVER OF THE BOR HEARING ALLOWING THE PROPERTY OWNER AN APPEAL DIRECTLY TO THE CIRCUIT COURT,**
- c. **REQUESTS TO TESTIFY BY TELEPHONE OR SUBMIT A SWORN WRITTEN STATEMENT,**
- d. **SUBPOENA REQUESTS; AND**
- e. **ACT ON ANY OTHER LEGALLY ALLOWED OR REQUIRED BOR MATTERS.**

No walk in objections or property owners during the two hour meeting.

11. ADJOURN 2023 BOARD OF REVIEW

Ebbert moved to adjourn, seconded by Jaeckel and adjourned at 11:00 am.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer/Finance Director



City of Fort Atkinson
City Clerk/Treasurer's Office
101 N. Main Street
Fort Atkinson, WI 53538

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, SEPTEMBER 26, 2023 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Manager Houseman called the meeting to order at 4:00 pm.

2. ROLL CALL

Present: Commissioner Gray, Highfield, Kessenich, Schull, Councilperson Schultz, Engineer Selle and Manager Houseman. Also present: City Attorney, Building Inspector, Public Works Superintendent, Park & Recreation Director and Clerk/Treasurer/Finance Director.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE SEPTEMBER 12, 2023 REGULAR PLAN COMMISSION MEETING

Gray moved, seconded by Highfield to approve the minutes of the September 12, 2023 Plan Commission meeting. Motion carried unanimously.

4. PRESENTATION, REVIEW, AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO PARK IMPACT FEES AND PROPOSED AMENDMENTS TO THE CITY OF FORT ATKINSON LAND DIVISION AND DEVELOPMENT ORDINANCE: SECTIONS 70.04.03 AND 70.04.04 (FRANSEEN)

Director Franseen discussed that the City completed its first Comprehensive Outdoor Recreation Plan (CORP) in 2023, and Vandewalle & Associates (V&A) developed a full rewrite of the Land Division and Development Ordinance (Chapter 70) in 2022. The CORP and Chapter 70 overlap in relation to the City's Park Impact fees that are applied to new housing development. The City currently has a 'Park Development in Lieu of Land Dedication' fee, allowing developers to contribute monetarily to the acquisition of parkland when new housing is constructed without dedicating land for parks. However, most municipalities have a 'Fee in Lieu of Parkland Dedication' separate from a 'Parks Improvement Fee,' which is used to fund the capital costs of parkland improvement (park amenities such as playgrounds, benches, etc.) in proportion to the increased demand on park facilities created by new households.

Schultz moved, seconded by Highfield to recommend the City Council approve the Park Impact Fees and proposed amendments to the City of Fort Atkinson Land Division and Development Ordinance: Sections 70.04.03 and 70.04.04. Motion carried unanimously.

5. PUBLIC HEARING RELATING TO A ZONING MAP AMENDMENT TO CHANGE THE ZONING DISTRICT FOR THE PROPERTIES LOCATED AT 932 ERICK ST. (226-0514-0912-066), 1000 ERICK ST. (226-0514-0912-067), AND 610 TALCOTT AVE. (226-0514-0912-068) FROM LIGHT

INDUSTRIAL (LI) TO INSTITUTIONAL (I) TO ACCOMMODATE THE PROPOSED PUBLIC WORKS AND PARKS OPERATIONS FACILITY (ZMA-2023-04)

Engineer Selle stated the City of Fort Atkinson has acquired three parcels adjacent to the existing Public Works site (700 James Place). The proposed Zoning Map Amendment is to rezone each from Light Industrial to Institutional. This matches the two existing parcels that make up the Public Works site, which are both currently zoned Institutional. As part of the larger project, all five parcels will be combined via Certified Survey Map (CSM) with a portion of the James Place right-of-way that is planned to be vacated. In total, this area will become one parcel to facilitate the planned Public Works and Parks Operations facility.

Selle noted that 932 and 1000 Erick Street and 610 Talcott Avenue are all currently zoned Light Industrial. This zoning district allows for and is oriented to both small and large-scale indoor industrial and office development with intensities consistent with economic development objectives and compatibility with adjacent development. The City of Fort Atkinson's Comprehensive Plan Future Land Use shows all three properties as Light Industrial. The proposed Zoning Map Amendment to an Institutional Zoning District is consistent with the Comprehensive Plan because the intended use of a Public Works and Parks Operations facility is similar to a Light Industrial-type land use. The Zoning Ordinance requires a Conditional Use Permit for "large scale public services and utilities" type uses, which has been interpreted to describe the proposed Public Works and Parks Operations facility.

The Public Hearing was opened at 4:24 pm for comment.

Justin Hacht, 933 Erick Street – he asked why James Place would be vacated. Engineer Selle stated the space where the street is located is necessary for the expansion.

The Public Hearing was closed at 4:27 pm.

6. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A ZONING MAP AMENDMENT TO CHANGE THE ZONING DISTRICT FOR THE PROPERTIES LOCATED AT 932 ERICK ST., 1000 ERICK ST., AND 610 TALCOTT AVE. FROM LIGHT INDUSTRIAL (LI) TO INSTITUTIONAL (I) (ZMA-2023-04) (SELLE)

Gray moved, seconded by Highfield to recommend the City Council approve the Zoning Map Amendment to change the zoning district for the properties located 932 Erick St., 1000 Erick St., and 610 Talcott Ave. from Light Industrial (LI) to Institutional (I) subject to the conditions outlined in the Staff report as follows:

- City Council approval of the Certified Survey Map to combine parcels 226-0514-0912-066, 226-0514-0912-068, 226-0514-0912-067, 226-0514-0921-002, and 226-0514-0912-080.
- Plan Commission approval of the Conditional Use Permit for a "large scale public service and utilities" use on the subject property.

Motion carried unanimously.

7. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A REQUEST TO DISCONTINUE A PORTION OF JAMES PLACE BETWEEN TALCOTT STREET AND JANESVILLE AVENUE TO ACCOMMODATE THE CONSTRUCTION OF THE PROPOSED PUBLIC WORKS AND PARKS OPERATIONS FACILITY (RWD-2023-02) (SELLE)

Engineer Selle discussed the discontinuance that is being requested to allow the City of Fort Atkinson to expand its Public Works & Parks Operations facility on the existing campus. The area will be used as an access to the campus and accommodate a new salt shed and bulk storage area specifically. Adjacent property owners representing Nasco and the Fireside Theatre have been engaged during the planning process for this project. The City is in the process of developing an easement for Nasco to ensure access to loading docks located on James Place (south side of their building). Representative from the Fireside requested an adjustment to parking lines around the north side of the parking lot, which the City will accommodate within the project.

Gray moved, seconded by Kessenich to recommend the City Council approve the request to discontinue a portion of James Place between Talcott Street and Janesville Avenue to accommodate the construction of the proposed Public Works and Parks Operations facility. Motion carried unanimously.

8. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO A CERTIFIED SURVEY MAP DEDICATING A 75-FOOT-WIDE RIGHT-OF-WAY TO THE CITY FOR FUTURE PUBLIC INFRASTRUCTURE PURPOSES (CSM-2023-12) (SELLE)

Engineer Selle discussed the establishment of the public right of way will allow for the construction of underground utilities (sewer, water, storm) to serve the Banker Rd neighborhood. Design will begin in 2023 and construction in 2024 or 2025. This request has been presented to the Fort Atkinson School Board at their meeting on August 17, 2023, and met with unanimous approval. Pending City approvals, the property exchange will occur in late 2023 through a quit claim deed process. The School District will maintain the current road until the City begins installation of the new utilities and roadway.

Highfield moved, seconded by Schultz to recommend the City Council approve the Certified Survey Map dedicating a 75-foot-wide right-of-way to the City for future public infrastructure purposes. Motion carried unanimously.

9. ADJOURNMENT

Highfield moved, seconded by Kessenich to adjourn. Meeting adjourned at 4:48 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Rebecca Houseman, City Manager

RE: First Reading of an Ordinance amending Section 94-151 of the City of Fort Atkinson Municipal Code relating to the use of All-Terrain Vehicles (ATVs) on City Streets

BACKGROUND

The Ordinance Committee discussed amending the City's ordinances relating to ATV/UTV use on City streets on July 6th. The full City Council held workshops on August 15th and September 18th where the matter was discussed further. The Council directed staff to make changes to the draft ordinance allowing ATVs and UTVs to drive on City streets and prepare it for a first reading at the City Council meeting on October 3, 2023. Such changes included the hours of operation, requirements relating to tire tread depth, and requirements for eye protection.

Included in this packet are the following:

- A draft Ordinance amending Section 94-151 of the City of Fort Atkinson Municipal Code allowing the use of ATVs/UTVs on City streets
- The July 6, 2023 packet of information provided to the Ordinance Committee
- 2023 off-highway vehicle fatal accident summary (as of 9.14.23; 1 additional fatality since 9.7.23)

RECOMMENDATION

Allowing ATVs on state highways within the City and on City streets is a policy decision that must be made by the City Council, who have been elected to make such decisions.

Staff does not support changing the City's ordinances to allow for ATV use in the City due to the safety and enforcement concerns, as well as the lack of consistent regulatory direction from the State of Wisconsin. Staff recommends that the City Council delay any decisions relating to ATV use within the City until such time that the State provides additional direction relating to the applicability of state motor vehicle laws to ATVs.



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

MEMORANDUM

DATE: July 6, 2023

TO: Fort Atkinson Ordinance Committee

FROM: Rebecca Houseman, City Manager

RE: Discussion relating to ATV/UTV use in the City of Fort Atkinson

BACKGROUND

The Ordinance Committee is a standing committee of the City Council made up of the City Council President, who serves as the Chairperson, and two City Council members, who are appointed by the President annually after organization of the Council. While the function of this committee is not outlined in the City's ordinances, as its name suggests, it has been used historically to discuss and vet potential ordinance changes requested by City Council members or recommended by staff.

For the purposes of this memo, all-terrain vehicles (ATVs) and utility terrain vehicles (UTVs) will be collectively referred to as "ATVs." Wis. Stats. Section 23.33 allows ATVs and UTVs to operate on a state highway in certain cases. An ATV ordinance must be enacted by a municipality and/or county before operation may occur. Jefferson County enacted such an ordinance after the state law changed. Other municipalities in Jefferson County have also enacted such ordinances: Town of Koshkonong, City of Jefferson, Village of Johnson Creek, City of Lake Mills, City of Waterloo, and City of Whitewater. Currently, the City of Fort Atkinson does not allow ATVs to operate on state highways within the City, nor other City streets.

Several members of area ATV clubs have reached out to City staff and the City Council encouraging the City Council to consider allowing ATVs to be driven on City streets.

DISCUSSION

This issue has come up before, specifically when the Town of Koshkonong considered a change to their ordinances to allow ATVs to operate within the Town. At the time in June 2022, Administrator Assistant (now Town Board Chairperson) Kim Cheney reached out to the City asking for an opinion on the Town's proposed ordinance. Staff provided the attached letter outlining opposition to the proposed ordinance.

The same items remain areas of concern for City staff when considering an ordinance allowing ATV use within the City limits: lack of proper safety equipment; off-road tires; helmet and eye protection; OWI laws and open intoxicants; exhaust and noise; enforcement; short term and

long-term responsibility for signage and route designation; general safety of drivers, riders, and other vehicle operators, pedestrians, and bicyclists; and communication.

As outlined above, many other municipalities in Jefferson County have changed ordinances to allow ATV use on their roads. Attached to this memo are several such ordinances.

FINANCIAL ANALYSIS

Staff is not aware of any studies or quantitative data that suggests allowing ATVs in the City of Fort Atkinson will have a positive economic impact on the City or area businesses.

RECOMMENDATION

Allowing ATVs on state highways within the City and on City streets is a policy decision that must be made by the City Council, who have been elected to make such decisions.

Staff does not support changing the City's ordinances to allow for ATV use in the City due to the safety and enforcement concerns outlined in this memorandum and the attachments.

If the Ordinance Committee would like staff to draft an ordinance allowing ATVs to operate on City streets, then staff will need additional information including, but not limited to the following:

- Responsibility for signage and route creation
- Insurance and registration requirements
- Vehicle requirements (tires, size, headlights, taillights, directionals, horn, seatbelts)
- Operating on private property
- Role of ATV Club(s)
- Permitted hours of operation
- Age limitations; helmet and eye protection for certain drivers/riders
- Penalties for violations
- Requirement for ordinance review after a period of time
- Enforcement of current traffic laws and ATV ordinance
- Open intoxicants and OWI enforcement

LINKS AND ATTACHMENTS

[Link to DOT Information on ATVs and UTVs](#)

[The ATV Safety Institute's Golden Rules](#)

6.29.22 T. Kosh Letter – ATV.UTV Ordinance

Town of Caledonia's ATV Decision

Jefferson ATV Ord

Johnson Creek ATV Ord

Lake Mills ATV Ord

Waterloo ATV Ord

Whitewater ATV Ord

DNR ATV Fatality Reports (2021-2023)



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

Sent via email

June 29, 2022

Ms. Kim Cheney, Administrative Assistant
Town of Koshkonong
W5609 Star School Road
Fort Atkinson, WI 53538

RE: Town of Koshkonong Proposed ATV/UTV/RTV Ordinance

Dear Ms. Cheney:

Thank you for emailing me on June 16, 2022 relating to a draft ATV/UTV/RTV ordinance (ATV ordinance") being considered by the Town Board of the Town of Koshkonong on July 20, 2022. The City Council of the City of Fort Atkinson has not taken any official action relating to ATVs or other similar vehicles on City streets. As such, the perspective provided in this letter is from City staff.

ATVs and other similar vehicles are prohibited on City roads. City staff does not support the operation of such vehicles on City roads for many reasons including, but not limited to the following:

- ATVs are not intended for roadway travel and the manufacturers indicate this on their manuals and warning stickers on the units.
- The safety features, brakes and tires are not built or suited to perform on roadways which increases the potential danger to the rider.
- The addition of another type of vehicle on roads increases the danger for other vehicles, bicyclists, and pedestrians.
- ATV tires are designed for dirt and rough roads, not for paved terrain. The wide tires with big tire threads create opportunities for roll overs and loss of control during quick or avoidance turns.
- ATVs can lack certain safety features, such as turn signals, headlights, and tail lights. Some even lack brake lights. They also lack speedometers, horns, windshields, etc.
- There are no laws in place that require the use of a helmet or the wearing of eye protection when operating an ATV.
- Drivers of ATVs are not subject to the same impairment/OWI laws as those driving legal vehicles. If an ATV driver is impaired while driving, he or she is only subject to a DNR violation.
- Most ATVs are louder and produce more exhaust than legal vehicles on the road.
- The ATV Safety Institute does not support roadway travel as a safe option. They have developed 8 Golden Rules for safety and #2 is: "Never ride on paved roads except to cross when done safely and permitted by law – another vehicle could hit you. ATVs are designed to be operated off-highway." <https://atvsafety.org/the-golden-rules/>

City staff members have reviewed the draft ATV ordinance as emailed on June 16th and have the following specific concerns:

- 1) **Enforcement:** The City of Fort Atkinson Police Department would have a “zero tolerance” policy on enforcement of the City’s prohibition of ATVs on City roads. Citations would likely be issued for all violations. Note that many people do not know where Town roads end and City roads begin. This is especially true on Hackbarth Road, which jogs in and out of the City. The Jefferson County Sherriff’s Department has few officers on duty at any given time and a large area to cover. The DNR does not have active enforcement officers relating to ATV use. Enforcement of the ATV ordinance would likely be minimal within the Town.
- 2) **Responsibility:** The ATV ordinance requires a Club to register with the Town and be responsible to promote safe ATV use and fund signage. What if no Club takes on such a role? What if a Club takes on this role for the short term, but becomes inactive in the longer term? What kind of accountability does the Club have if Section 28.18(d) is not followed? There is no section relating to the revocation of Club designation. Likewise, there are not any sections that outline consequences to the Club if the ordinance is violated nor the expectations for “promoting safe and responsible ATV/UTV/RTV use...”
- 3) **Safety:** As previously mentioned, ATVs are not manufactured to be driven on paved roads. Even if additional safety measures are required, such as those outlined in Section 28.18(g)9. through 11., there is no mechanism for enforcement. Riders would have to be at least 16 years old and only ATV use relating to farming operations would be permitted between 11:00 p.m. and 5:00 p.m., but enforcement is a major concern.
- 4) **Communication:** If the Town closes a route or a road to ATV use, how would that be communicated to Town residents, visitors, or guests? How would ATV riders know if the designated Club ceases to exist but route signs remain? How much signage will be required showing where routes will be located?

If the Town Board chooses to enact this ATV ordinance or a similar ordinance, City staff recommends that any roads that border the City of Fort Atkinson be included in the list of exceptions outlined in Section 28.18(e)3. Such recommended roads include Hackbarth Road, Banker Road, Main Street, High Street, Fox Hill Road, and any others that border the City limits.

The City respects the authority of the Town Board to govern their own community and regulate this matter and others which are in the best interest of the Town. City staff was asked to share information and perspective on the matter and has done so through this letter.

If you have any questions, please reach out via email at rlemire@fortatkinsonwi.gov or by phone at (920) 563-7760.

Sincerely,

Rebecca Houseman LeMire

Rebecca Houseman LeMire
Fort Atkinson City Manager

Town Makes Decision on ATV/UTV Use of Town Roads

Background

Late in 2018, the Town of Caledonia was asked by ATV/UTV owners and clubs to open town roads to ATV/UTV use. Because of the lack of public land in Caledonia for off road trails, none exist at this point and future development of off road trails for ATV/UTV use is unlikely. Additionally, ATV/UTV use of the many snowmobile trails in the town will not be permitted. As a result, the only place to ride in Caledonia is on private land and, if permitted, municipal roads, so club members asked for town roads to be opened for their use. The Town Board understands this situation and agreed to look into it. The use of municipal roads by ATV/UTVs is a divisive topic with strong opinions on both sides. The Town Board felt it was essential to consider the benefits and impacts on all 1650+ residents in the Town in addressing this request. The Town Board also felt it was important to get the facts relating to this matter to ensure the best possible decision would be made. Supervisor Bill Abba was assigned to investigate and bring back the necessary information so the Town Board could make an appropriate decision.

The Town Board prioritized four considerations in making the ATV/UTV decision; 1.) safety of residents and users of town roads, 2.) the ability to effectively enforce and prosecute applicable laws, 3.) the maintenance of the local rural environment enjoyed here, and 4.) the cost implications to residents. Over a period of six months numerous contacts with individuals and organizations that could provide facts on this topic were made including the WDNR, Waupaca County District Attorney and Sheriff, the Wisconsin DOT, insurance providers, a number of attorneys, and others. The State of Wisconsin Statutes and WDNR Administrative Codes were obtained and studied in detail. The latest annual report (2018) of the WDNR Recreational Enforcement and Safety Department was obtained and studied. Discussions with the Vilas County Recreation Department were also initiated to learn about the experiences in that County with the extensive use of recreational vehicles in northern Wisconsin. Conversations were held with other townships and county representatives to learn from their perspectives and research.

The Town Board has reviewed this information and decided not to open town roads for ATV/UTV use at this time. This decision will be revisited as new information is obtained that changes the findings. We will explain the Town Boards rationale in this article.

Findings

State Statute 23.33 and DNR Administrative Code NR64 control most aspects of ATV/UTV operation in Wisconsin. State Statute 23.33 passes authority to designate local municipal roads as ATV/UTV routes to the responsible local government body, in our case that would be the Town of Caledonia. Municipal roads can be designated as "routes" for ATV/UTVs to use by passing a local town ordinance in "strict conformity" with the State Statute 23.33. Waupaca County approved an ordinance which passes authority to make the ATV/UTV decision for the County Highways within a township to the local Town Board. This ordinance requires a 35 mph speed limit on the county roads. The Wisconsin DOT has made the decision that Highways 45 and 96 will not be opened to ATV/UTV traffic, except for the short 35 mph stretch in Readfield. The Town Board was designated by the DOT to make the decision on that portion of Hwy 96.

When operating on municipal roads, ATV/UTVs must be driven on the paved surface of the road only and can not be driven on the road's shoulders or ditches because of the potential to damage these parts of the road. Snowmobiles, on the other hand, are not permitted on any paved roads except to cross them, and must use the many off road snowmobile trails that are available and in some cases the ditches along roads. ATV/UTVs, therefore, will be traveling amongst all other traffic on opened roads, which does not happen with snowmobiles. The State already has an exemption in place for on road use of ATV/UTVs for agricultural use and for use by the disabled. A permit from the State is required for these uses and the vehicle must be used on the paved surface of the road and in compliance with the exemption rules.

Unlike the northern portions of the State where recreational use of these vehicles is extensive and great economic benefit is realized, little if any economic benefit is likely in Caledonia. There are no hotels, gas stations, lakes, recreational trails, parks, retail outlets, repair shops for ATV/UTV drivers to patronize. No incremental taxes are expected to be collected. The three restaurants/taverns in Caledonia would likely be the only businesses for riders to patronize. And while we would hope these businesses would benefit from ATV/UTV traffic if an ordinance was passed, there would still be no tax benefit back to the town. We expect that ATV/UTV traffic would be "pass through" traffic and some local resident use. All costs for the required signage and ordinance enforcement would need to be picked up by the existing property tax levy requiring a tax increase or further cuts in road maintenance spending to offset these costs.

State Statute 23.33 was thoroughly studied and legal interpretations were sought to understand what is required of ATV/UTV users when operating on municipal roads. Four concerning issues were identified from this research that ultimately became an important part of this decision. Each will be reviewed in the next sections:

- 1.) State Statutes require all motorized vehicles using public roadways to have minimum liability insurance coverage in case of accidents and injury. State Statute 23.33 does not require ATV/UTVs to have this coverage when operating on municipal roads even though they are operating in traffic. If you are involved in an accident resulting in damage to property or injury and caused all or in part by an uninsured ATV/UTV driver, your insurance may have to cover it. **The Town Board believes all drivers should be required to have this basic liability coverage in order to operate on public roads.** The town can not require insurance in its ordinance because we must be in "strict conformity" with the State Statute and the Statute does not require insurance coverage, so we can't. Some communities have written insurance requirements into their local ordinances, but we have been advised this is not enforceable. **The Town Board believes this is a serious safety concern and a major flaw in the Statute that must be addressed by the State.**
- 2.) State Statute 23.33 does not require a driver's license to operate in traffic on municipal roads. Twelve year olds can drive ATV's and unlicensed sixteen year olds can drive UTVs in traffic, obviously without having completed drivers training on the rules of the

road. And they can do so at the posted speed limit for other vehicles on that road. Of even greater concern is that ATVs are arguably more difficult to drive versus UTVs, yet twelve year olds can drive ATVs but you need to be sixteen to drive UTVs - this makes little sense. Imagine the following totally legal situation:

An unlicensed twelve year old drives an ATV (which the manufacturers association says should not be used on paved roads for safety reasons), in traffic, without basic liability insurance coverage, on narrow town roads with deep ditches and small shoulders, at 55 mph.

While it is true that this child is to be accompanied by a person eighteen years old or older on a second machine, **this seems like a serious safety issue, especially with the heavy truck traffic in the Town of Caledonia.**

A second concerning issue created by not requiring a valid driver's license to drive ATV/UTVs on municipal roads involves operating under the influence. A person who has lost their driver's privileges because of OWI convictions can continue to use the public roads in traffic by driving an ATV/UTV. No drivers license is required so they have not lost their ATV/UTV driving privilege. If caught driving under the influence while on an ATV, they can be fined but not deprived of their ability to continue operating on municipal roads. **The Town Board believes this is a safety issue for our residents and must be addressed by the State. The Board believes if these vehicles are going to operate on municipal roads, a valid driver's license must be required.**

- 3.) Many municipalities and counties have passed local ordinances allowing ATV/UTVs to use their roads. All of the ordinances that we have seen have a requirement that the speed limit for ATV/UTVs is 35 mph or lower if the road has a speed limit below 35. We believe these municipalities expected that this speed limit is enforceable. This appears to not be the case. Statute 23.33 does not specify a speed limit for ATV/UTVs on municipal roads and, therefore, any speed limit set in a local ordinance is not enforceable according to the Statutes strict conformity requirement. The Waupaca County District Attorney, the Wisconsin Towns Association legal staff, and our town attorney all advise that 35 mph is not enforceable. The only enforceable ATV/UTV speed limit is the same limit that is imposed for all other vehicles on that road - the posted speed limit. The majority of the roads in Caledonia have 45 or 55 mph speed limits so the enforceable speed limit for ATV/UTVs would be as high as 55 mph in this township. **The Town Board believes Statute 23.33 must be amended to include enforceable speed limits that reflect the safe speed limit for these vehicles on the road in traffic.**
- 4.) Lastly, It is unclear which agency and at whose expense the rules governing ATV/UTV use on municipal roads would be enforced. The State Statute 23.33 is enforced by DNR wardens and other law enforcement agencies, and these agencies' costs are covered by the State when enforcing this Statute. But the designation of local roads as ATV/UTV

routes is a local ordinance. We have been told by the DNR that they would not enforce local ordinances, they only enforce the state law, so they would not enforce our local ordinance. We have no local police department to enforce any ordinance we may create so we would need to depend on the Waupaca County Sheriff to enforce any ATV/UTV ordinance we may enact. The Sheriff's Office has served our community very well over the years and would assist as best they can. When enforcing local ordinances in the past, the Sheriff's Office has required the Town to pay expenses and officer time. These costs, along with the signage costs required in the Statute 23.33, would then have to be paid for by the Town of Caledonia out of property tax revenues. As said earlier, no new revenues will be generated by allowing ATV/UTV use of town roads, so property tax revenues would need to be used. **The Town Board is very concerned about the continued increases in expenses and continued demand on an already overstretched Sheriff's Office.**

After considering all of this information, **the Town Board believes there are a number of serious issues with the State Statute 23.33 that need to be corrected by the State legislature.** These issues involve safety concerns, cost and enforcement coverage issues, and the ability to enforce the ordinance we may create. We hope that municipalities and the clubs would work together to address these issues with our State legislators. **Until Statute 23.33 is amended to correct these issues the Town Board does not believe passing an ordinance allowing ATV/UTV use of town roads is in the best interests of our residents.** The Town Board is willing to reconsider this decision in the future as these issues are addressed.

Finally, while studying this issue for the past months, many conversations were held with supporters of allowing ATV/UTV use of town roads. Often, we would be told to "just pass the ordinance, there are no issues with this in the communities that have passed it". Well, this is not entirely true and the data from the DNR bears that out. After reviewing the data from the 2018 Annual Report from the DNR Recreational Safety and Enforcement group, it is clear that safety issues do exist with ATV/UTV use that do require enforcement support and spending. There are nearly 400,000 registered ATV/UTVs in Wisconsin and the number is growing rapidly, and this number does not include out of state machines that are brought to Wisconsin. It is hard to imagine that adding this many vehicles to State roads, trails, and private lands would result in "no issues". In 2018, there were 26 fatalities with ATV/UTVs in Wisconsin, half on municipal roads. This is more than either boats or snowmobiles experienced and is troubling when you consider ATV/UTVs are not allowed on a lot of roads at this point. Additionally, 1430 citations were issued for violations. While ATV/UTVs make up 32% of the total registered recreational vehicles in the State, they are involved in 42% of all incidents involving injuries. Even more troubling, certain operators of ATV/UTVs are required to have completed safety training and carry a certificate when riding, yet nearly half of these individuals who were involved in injury causing accidents, did not have one.

The Town Board does understand the desire to operate these vehicles on our roads and does think that could happen one day. At this point with the best interests of all in mind, however, there are too many issues to approve this now.

[1] Editor's Note: This ordinance also repealed former Art. II, All-Terrain Vehicles, adopted 7-5-2016 by Ord. No. 6-16.

§ 265-19 State laws adopted.

- A. The provisions of § 23.33, Wis. Stats., and the defining regulations found in Ch. NR 64, Wis. Adm. Code, with respect to the regulation of all-terrain vehicles, including any future amendments thereof, are hereby adopted by reference and made part of this section as if fully set forth herein. Acts required to be performed or prohibited by such statutes are required or prohibited in this section.
- B. The operator of an ATV/UTV shall be subject to §§ 346.02(11), 346.04, 346.06, 346.11, 346.14(1), 346.18, 346.19, 346.21, 346.215(3), 346.22, 346.27, 346.33, 346.35, 346.37, 346.39, 346.44, 346.46, 346.47, 346.48, 346.50, 346.50(1)(b), 346.51, 346.52, 346.53, 346.54, 346.55, 346.71, 346.87, 346.88, 346.89, 346.90, 346.91, 346.92(1), and 346.94(1) and (9), Wis. Stats. Acts required to be performed or prohibited by such statutes are required or prohibited by this article.

§ 265-20 Definitions.

As used in this article, the following terms shall have the meanings indicated:

ALL-TERRAIN VEHICLE (ATV)

A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was manufactured with, all of the following:

- A. A weight, without fluids, of 900 pounds or less.
- B. Three or more tires.
- C. A steering handlebar, single or dual headlights, a taillight and brake light.
- D. A width of no more than 50 inches.

ALL-TERRAIN VEHICLE CLUB

A club consisting of individuals that promote the recreational use of all-terrain vehicles.

ATV/UTV ROUTE

A street designated for use by ATV/UTV vehicle operators by the governmental agency having jurisdiction as authorized by this article.

OPERATE

To exercise physical control over the speed or direction of an all-terrain vehicle or physically manipulate or activate any of the controls of an all-terrain vehicle necessary to put it into motion.

STATE TRUNK HIGHWAY

Any highway designated pursuant to § 84.29, Wis. Stats., as part of the state trunk highway system, exclusive of connecting highways.

STREETS

Every highway within the corporate limits of the City except alleys.

UTILITY-TERRAIN VEHICLE (UTV)

A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was manufactured with, all of the following:

- A. A weight, without fluids, of 3,000 pounds or less.
- B. Four or more tires.
- C. A cargo box installed by the manufacturer measured laterally between the outermost wheel run on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
- D. A steering wheel, taillights and brake lights, and two headlights.
- E. A width of no more than 65 inches.
- F. A system of seat belts, or similar system, for restraining each occupant of the device in the event of a collision.
- G. A system of structural members designed to reduce the likelihood that an occupant would be crushed as a result of a rollover of the device (roll bars).

§ 265-21 All-terrain/utility-terrain vehicle routes.

- A. ATV/UTV usage shall be authorized on all City streets except as follows:

[Amended 10-4-2022 by Ord. No. 6-22]

(1) No usage on Business State Highway 26 North on Main Street from Puerner Street to North Watertown Avenue/Junction Road.

B. ATV/UTV vehicles shall not be operated on any sidewalk within the City of Jefferson.

C. The Jefferson Police Department may temporarily close any ATV/UTV route whenever conditions require closure.

§ 265-22 Age requirement.

All ATV/UTV operators shall be 16 years or older to operate an all-terrain vehicle on road routes in the City holding a valid Wisconsin driver's license. All sixteen-year-old licensed riders who have not attained the age of 18 shall be required to wear a helmet and eye protection. The operator, upon request from any law enforcement officer, state patrol, or inspector under § 110.07(1), Wis. Stats., conservation warden, or municipal peace officer, shall display said operator's license to said agent as well as proof of insurance and registration.

§ 265-23 Speed limit.

[Amended 10-4-2022 by Ord. No. 6-22]

All ATV/UTV operators shall observe the posted speed limits on City streets.

§ 265-24 Registration.

All ATV/UTV vehicles operated within the City of Jefferson on designated routes are required to have State of Wisconsin registration as issued by the Wisconsin Department of Natural Resources.

§ 265-25 Operating requirements.

A. All ATV/UTV operators shall ride single file on the right side of the pavement but shall not operate on the shoulders or in the ditch.

B. Headlights and taillights shall be on at all times.

C. All-terrain/utility-terrain vehicles shall yield the right-of-way to nonmotorized vehicles, such as bicycles and pedestrians.

D. No person shall leave or allow an all-terrain/utility-terrain vehicle owned or operated by him/her to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.

E. No owner having charge or control of an all-terrain/utility-terrain vehicle shall authorize or permit any person to operate such all-terrain vehicle who is not permitted under state law to operate an all-terrain/utility-terrain vehicle or who is under the influence of an intoxicant or a dangerous or narcotic drug.

F. Section 346.63, Wis. Stats., which prohibits the operation of a motor vehicle while under the influence of an intoxicant or other drugs, shall apply to the operation of an all-terrain/utility-terrain vehicle at any place within the City.

G. No person shall operate an all-terrain/utility-terrain vehicle in the City between the hours of 10:00 p.m. and 8:00 a.m.

H. No operator or passenger of an all-terrain/utility-terrain vehicle may possess in or on an all-terrain/utility-terrain vehicle on any street or highway in the City of Jefferson any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released.

I. During special events within the City limits, the Chief of Police is granted authority to allow for all-terrain/utility-terrain vehicle operation on City streets for the duration of going to or coming from said event or during a parade. An operator needs to contact the Jefferson Police Department and provide their name, all-terrain/utility-terrain device type and registration number, and the Chief of Police will review the request for permission and notify the individual either verbally or in writing of his/her decision.

J. Groups of 25 or more ATV/UTV operators shall notify the Jefferson Police Department before entering the legal boundaries of the City.

[Added 10-4-2022 by Ord. No. 6-22]

§ 265-26 Signage.

A. Organized all-terrain vehicle clubs shall be responsible for marking all all-terrain vehicle routes with uniform all-terrain route signs in accordance with §§ NR 64.12 and 64.12(7)c, Wis. Adm. Code, which locations and placement must be approved by the Police Chief and Public Works Director.

B. All-terrain/utility-terrain vehicle clubs shall be responsible for creating and circulating a map or maps illustrating the City's current all-terrain vehicle routes.

§ 265-27 Violations and penalties.

Any person who shall operate an all-terrain vehicle in violation of this article, in addition to the penalties of Ch. 346, Wis. Stats., shall forfeit to the City not less than \$50, nor more than \$200, for each violation, together with costs and assessments imposed under Ch. 814, Wis. Stats. This penalty section may be amended and set annually by the Common Council.

ORDINANCE NO. 02-23

STATE OF WISCONSIN: VILLAGE OF JOHNSON CREEK: JEFFERSON COUNTY

**AN ORDINANCE REPEALING AND RECREATING
SECTIONS 221-10 AND 221-18 A. OF THE MUNICIPAL CODE**

THE VILLAGE BOARD OF THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 221-10 is hereby repealed and recreated to read as follows:

§ 221-10. All-terrain vehicles and utility terrain vehicles.

A. State laws adopted.

(1) Except as otherwise specifically provided in this chapter, the provisions of §§ 23.33, 345.11(1r), 346.02(11), 885.235(1), Wis. Stats., and the regulations in Ch. NR 64, Wisconsin Administrative Code Ch. NR 64, with respect to the regulation of all-terrain vehicles and utility terrain vehicles, including any future amendments thereof, are hereby adopted by reference and made part of this chapter as if fully set forth herein. Acts required to be performed or prohibited by such statutes and regulations are required or prohibited in this chapter.

(2) The adoption of § 346.02(11), Wis. Stats., by reference is intended to include the rules of the road therein enumerated which are as follows: §§ 346.04, 346.06, 346.11, 346.14(1), 346.18 to 346.21, 346.26, 346.27, 346.33, 346.35, 346.37, 346.39, 346.40, 346.44, 346.46 to 346.48, 346.50(1)(b), 346.51 to 346.55, 346.71, 346.87 to 346.91, 346.92(1) and 346.94(1) and (9), Wis. Stats.

B. Operation of all-terrain vehicles and utility terrain vehicles on Village roads. All-terrain vehicles and utility terrain vehicles may be operated on all Village roads, except as prohibited or restricted by an official posted route sign, § 23.33, Wis. Stats., Wisconsin Administrative Code NR 64, or this chapter.

C. Operation of all-terrain vehicles and utility terrain vehicles on Jefferson County highways. All-terrain vehicles and utility terrain vehicles may be operated on Jefferson County highways, except as prohibited or restricted by an official posted route sign, § 23.33, Wis. Stats., Wisconsin Administrative Code NR 64, Jefferson County Code of Ordinances, or this chapter. All requirements for the operation of all-terrain vehicles and utility terrain vehicles on Village roads shall also apply to the operation of all-terrain vehicles and utility terrain vehicles on Jefferson County highways. If a conflict arises between this chapter and the Jefferson County Code of Ordinances regarding the operation of all-terrain vehicles

and utility terrain vehicles on Jefferson County highways, the more restrictive provision shall apply.

D. Operating requirements. The following requirements apply to the operation of all-terrain vehicles and utility terrain vehicles on all Village roads:

- (1) No person shall operate an all-terrain vehicle or utility terrain vehicle between the hours of 10:00 p.m. and 5:00 a.m.
- (2) Operators shall have liability insurance.

E. Modification or suspension of route.

- (1) Modification of route. The route designated for the operation of all-terrain vehicles and utility terrain vehicles in the Village shall be established by ordinance of the Village Board. Any modification to the route designated for all-terrain vehicles and utility terrain vehicles shall be approved by ordinance of the Village Board.
- (2) Temporary suspension of route. The Village Department of Public Works Director and Chief of Police shall each have the sole authority to suspend the operation of all-terrain vehicles and utility terrain vehicles on any road, route, or segment thereof in the Village due to hazards, construction, emergency conditions, road damage, or any other issue deemed appropriate for public safety. The Public Works Director or Chief of Police may suspend the operation of all-terrain vehicles and utility terrain vehicles for any time period necessary to accomplish the purpose of this section.

F. Intoxicants in an all-terrain vehicle or utility terrain vehicle.

- (1) No person may drink alcohol beverages while he or she is in an all-terrain vehicle or utility terrain vehicle when an all-terrain vehicle or utility terrain vehicle is upon a Village road.
- (2) No person may possess on his or her person, in an all-terrain vehicle or utility terrain vehicle upon a Village road, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released.
- (3) The owner of an all-terrain vehicle or utility terrain vehicle, or the operator of an all-terrain vehicle or utility terrain vehicle if the owner is not present in the all-terrain vehicle or utility terrain vehicle, shall not keep, or allow to be kept in the all-terrain vehicle or utility terrain vehicle when it is upon a Village road, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released. This subsection does not apply if the bottle or receptacle is kept in the trunk or other area of the all-terrain vehicle or utility terrain

vehicle not normally occupied by the operator or passengers. A utility compartment or glove compartment is considered to be within the area normally occupied by the operator and passengers.

- G. Route signs. All initial required route signs will be installed and maintained by the Village Department of Public Works. All signs shall comply with the Federal Manual on Uniform Traffic Control Devices. No person may erect or remove any official designated route sign unless authorized by Village Department of Public Works in writing. No person shall operate an all-terrain vehicle or utility terrain vehicle contrary to any authorized and official posted sign.
- H. All-terrain vehicle and utility terrain vehicle trails designated. Except as provided in § 23.33, Wis. Stats., no person shall operate an all-terrain vehicle or utility terrain vehicle upon any public right-of-way in any public park, golf course, public walking trail, public sidewalk, or any public municipal property in the Village.
- I. Violations and penalties. Any person who operates an all-terrain vehicle or utility terrain vehicle in violation of this section, in addition to the penalties of § 23.33 and Ch. 346, Wis. Stats., shall forfeit to the Village not less than \$50, nor more than \$200, for each violation, together with costs and assessments imposed under Ch. 814, Wis. Stats. This penalty section may be amended and set annually by the Village Board.

SECTION 2: Section 221-18 A. is hereby repealed and recreated to read as follows:

- A. Uniform offenses. Forfeitures for violation of any provision of Chs. 341 to 348, Wis. Stats., adopted by reference in § 221-1 or 221-6A of this chapter, Ch. 350, Wis. Stats., adopted by reference in § 221-6A, or § 23.33, Wis. Stats. and Wisconsin Administrative Code NR 64, adopted by reference in § 221-10 of this chapter shall conform to forfeitures for violation of the comparable state offense, including any variations or increases for second offenses, together with the costs of prosecution, and in default of payment any person convicted of such violation may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed 90 days.

SECTION 3: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek,
Jefferson County, Wisconsin this ____ day April, 2023.

VILLAGE OF JOHNSON CREEK,

BY: _____

John L. Swisher, President

ATTEST:

Susan L. Caine, Clerk

Date Introduced:

Date Adopted:

Date Posted:

Date Published:

City of Lake Mills, WI
Saturday, March 18, 2023

Chapter 609. Vehicles, All-Terrain

[Adopted by the City Council of the City of Lake Mills 6-3-1997 by Ord. No. 769B (Title 6, Ch. 6, of the 2009 Code of Ordinances). Amendments noted where applicable.]

§ 609-1. Definition.

As used in this chapter, the definition of an "all-terrain vehicle," and all other definitions set forth in § 23.33(1), Wis. Stats., are incorporated herein by reference.

§ 609-2. Adoption of state statutes.

The provisions of § 23.33, Wis. Stats., are incorporated herein by reference, as the same exist as of the adoption of this chapter, or as the same be amended from time to time. These provisions relate to the registration, rules of operation, age restrictions, equipment requirements and accident reporting requirements as set forth in § 23.33, Wis. Stats.

§ 609-3. Enforcement; violations and penalties.

Any person violating any provision of this chapter shall be subject to the issuance of a citation in conformance with § 23.54, Wis. Stats., and the deposit schedule adopted and revised by the Wisconsin Judicial Conference. Upon conviction of any violation under this chapter, a forfeiture, penalties and costs as set forth in § 23.33(13), Wis. Stats., exclusive of penalties requiring imprisonment, may be imposed by the court.

§ 609-4. Route designation.

[Added 10-4-2022 by Ord. No. 1238A]

- A. Pursuant to § 23.33(8)(b)(2), Wis. Stats., and Jefferson County Ordinance No. 2021-01, the following highways and roads are hereby designated as ATV and UTV routes: all official City roads and county highway segments within the jurisdiction of the City of Lake Mills so long as the road is signed in accordance with the Wisconsin Statutes.
- B. The City of Lake Mills Police Chief shall have the authority to temporarily suspend operation on any City route or segment thereof due to hazards, construction, emergency conditions, road damage or any other condition deemed appropriate for public safety.

§ 609-5. Route signs.

[Added 10-4-2022 by Ord. No. 1238A]

- A. All ATV/UTV routes are to be signed pursuant to § 23.33(8)(e)(3) and (4), Wis. Stats.

- B. All ATV/UTV routes shall be marked with uniform ATV and UTV route signs in accordance with § NR 64.12(7), Wis. Adm. Code.
- C. Pursuant to § 23.33(8)(f), Wis. Stats., no person may do any of the following in regard to signs marking City ATV/UTV routes:
- (1) Intentionally remove, damage, deface, move, or obstruct any ATV/UTV route or trail sign if the sign is legally placed by the state or any municipal or local government or duly authorized personnel of such state and local or municipal governments.
 - (2) Possess any uniform ATV or UTV route or trail sign or standard of the type established by the department for the warning, instruction, or information of the public, unless said person obtained the uniform ATV or UTV route or trail sign or standard in a lawful manner. Possession of an ATV or UTV route or trail sign or standard creates a rebuttable presumption of illegal possession.

§ 609-6. Operation.

[Added 10-4-2022 by Ord. No. 1238A]

- A. Operation of ATVs/UTVs pursuant to this chapter shall be in accordance with all municipal, county, state and federal laws and regulations.
- B. Persons operating an ATV or UTV on an ATV/UTV route within the City of Lake Mills pursuant to this chapter must be at least 16 years of age and hold a valid driver's license. A probationary license is acceptable for the purposes of this section.
- C. ATVs/UTVs shall be operated on the extreme right side of the roadway unless making a left turn. Operation of ATVs/UTVs within bicycle lanes is prohibited.
- D. ATVs/UTVs may be operated on paved surfaces only unless yielding the right-of-way.
- E. ATV/UTV operators are required to have applicable liability insurance.
- F. ATVs/UTVs shall not be operated at a speed greater than the posted speed limit with a maximum speed of 35 mph.
- G. ATVs/UTVs may not be operated on any ATV/UTV route without fully functioning headlights, taillights, and brake lights. Use of additional light bars or lighting is not allowed.
- H. ATVs/UTVs may not be operated on any ATV/UTV route between the hours of 10:00 p.m. and 5:00 a.m.
- I. All ATVs and UTVs must display current Wisconsin registration decals and rear registration plates.
- J. No person under the age of 18 may operate or be a passenger in an ATV/UTV on an ATV/UTV route without wearing a helmet.
- K. All ATVs/UTVs shall be operated in single file.
- L. No ATV/UTV may be operated on any ATV/UTV route if the vehicle does not meet all applicable federal and state noise and pollution standards. No modified exhausts are allowed.

§ 609-7. Enforcement; violations and penalties.

[Added 10-4-2022 by Ord. No. 1238A]

- A. Pursuant to § 23.33(12), Wis. Stats., this chapter shall be enforced by any law enforcement officer authorized to enforce the laws of the City of Lake Mills.

- B. The penalties for violating provisions of this chapter are set forth in § 23.33(13)(a), Wis. Stats., and are incorporated herein by reference.

§ 609-8. Agricultural use.

[Added 10-4-2022 by Ord. No. 1238A]

- A. ATVs and UTVs legally registered for private agricultural use are exempt from this chapter.
- B. ATVs and UTVs legally registered for private agricultural use are subject to the laws and regulations of Chs. 23.33 and 23.335, Wis. Stats., and Chs. NR 64 and NR 65, Wis. Adm. Code.

§ 609-9. Cost.

[Added 10-4-2022 by Ord. No. 1238A]

- A. The cost of the ATV/UTV route signs, installation, and maintenance will be paid for by Quad County Runners Inc. or any successor organization or group. Within 30 days of the passage of this chapter, Quad County Runners Inc. will coordinate with the Director of Public Works of the City of Lake Mills to determine the location of the ATV/UTV route signs to be installed at all designated points as required by this chapter and any applicable county or state laws and regulations.
- B. Quad County Runners Inc. will be responsible for the installation of ATV/UTV route signs in accordance with the provisions of this chapter.
- C. ATV/UTV route signs shall be dedicated to the City of Lake Mills and become the property of the City of Lake Mills upon installation.
- D. The City of Lake Mills reserves the right to send an invoice to Quad County Runners Inc. or its successor organization for reimbursement of costs to the City for any ATV/UTV route sign replacement or maintenance.

§ 609-10. Mandatory ordinance review.

[Added 10-4-2022 by Ord. No. 1238A]

The City Manager shall direct staff review of this chapter by no later than April 2024, giving due consideration to the recreation and economic values to access businesses and residences weighted against possible dangers, public health, public safety, liability aspects, terrain involved, traffic safety and other traffic risks since the enactment of this chapter to make findings whether or not the benefits of continuing this chapter outweigh repealing or amending this chapter. The review shall include but not be limited to evaluation by the Departments of Public Works, Police, Facilities and Grounds, and Finance. Results of the review and findings shall be forwarded to the City Council no later than the date of the first regular City Council meeting in June 2024.

Waterloo, WI

- C. Vehicles prohibited. No person shall at any time operate a motor vehicle other than a school bus engaged in transporting or picking up passengers and service vehicles engaged in deliveries or pickups upon any school drive which is designated for those vehicles only.

[Amended by Ord. No. 97-7]

- D. One-way traffic. No person shall operate a motor vehicle contrary to the one-way traffic signs posted on any school drive.

§ 350-12 Trains obstructing streets.

No person shall stop any railroad train, locomotive or car upon or across any highway or street crossing in the City or leave the same standing upon such crossing longer than five minutes, except in cases of accident or breakdown. Any conductor, engineer, brakeman or other person in charge thereof or responsible therefor who shall violate this section shall, upon conviction thereof, be subject to a penalty as provided in Chapter 1, § 1-4, of this Code.

§ 350-13 Off-road vehicles.

[Amended 4-6-2017 by Ord. No. 2017-02; 2-21-2019 by Ord. No. 2019-01]

- A. Intent. The City of Waterloo adopts the following all-terrain vehicle trails and routes for the operation of all-terrain vehicles and utility terrain vehicles upon roadways and City-owned property throughout Waterloo. Following due consideration of the recreational value to connect trail opportunities and weighed against the possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, these routes and trails have been created
- B. State laws adopted. The statutory provision in § 23.33, Wis. Stats., and Chs. 340 to 348, Wis. Stats., establishing definitions and regulations with respect to ATVs and UTVs, and Ch. NR 64, Wis. Adm. Code, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Unless otherwise provided in this chapter, any act required to be performed or prohibited by any statute incorporated herein is hereby required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein are made a part of this chapter in order to secure uniform statewide regulation of ATVs and UTVs.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

ALL ATV/UTV VEHICLE TRAIL

A marked corridor on public property or on private lands subject to public easement or lease, designated for use by all-terrain vehicle or utility terrain vehicle operators by the governmental agency having jurisdiction, but excluding roadways or highways, except those roadways that are seasonally not maintained for motor vehicle traffic.

ALL-TERRAIN VEHICLE (ATV)

A commercially designed and manufactured motor-driven device that has a weight, without fluids, of 900 pounds or less, has a width of 50 inches or less, is equipped with a seat designed to be straddled by the operator, and travels on three or more tires.

[Amended 5-20-2021 by Ord. No. 2021-04]

OFF-ROAD VEHICLES

Shall include, but not be limited to, minibikes, all-terrain vehicles, and utility terrain vehicles.

UTILITY TERRAIN VEHICLE (UTV)

Any of the following:

- (1) A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards in effect on July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was originally manufactured with, all the following:

(a) A weight, without fluids, of 2,000 pounds or less.

(b) Four or more tires.

[Amended 5-20-2021 by Ord. No. 2021-04]

(c) A cargo box installed by the manufacturer.

(d) A steering wheel.

(e) A taillight.

(f) A brake light.

(g) Two headlights.

(h) A width of not more than 65 inches.

(i) A system of seat belts, or similar system, for restraining each occupant of the device in the event of an accident.

(j) A system of structural members designed to reduce the likelihood that an occupant would be crushed as a result of a rollover of the device.

(2) A commercially designed and manufactured motor driven device to which all the following applies: All other applicable words or phrases defined within § 23.33, Wis. Stats., and Ch. 340.01, Wis. Stats., are incorporated within this section.

(a) It has a weight, without fluids, of more than 900 pounds but not more than 2,000.

(b) It has a width of 50 inches or less.

(c) It is equipped with a seat designed to be straddled by the operator.

(d) It travels on tires.

[Amended 5-20-2021 by Ord. No. 2021-04]

D. Regulated. No person shall operate an off-road vehicle on any City street, alley, park, or parking lot; on any public lands or parking lots held open to the public; or on any land zoned residential within the City except as provided below:

[Amended 4-18-2019 by Ord. No. 2019-02]

(1) Designation of all-terrain and utility terrain vehicle routes. Pursuant to § 23.33(8)(b)2., Wis. Stats., all City-maintained streets, roads and alleys are designated as all-terrain and utility terrain vehicle routes unless posted.

(a) Under Wis. Stat., § 23.33(8)(b)1., the City of Waterloo designates STH 19 as an ATV route from the 25/40 MPH speed limit transition to Canal Road. The route shall not be effective unless the Department of Transportation approves the route under Wis. Stat., § 23.33(8)(b)3.

[Added 9-2-2021 by Ord. No. 2021-07]

(2) Conditions of operation. In addition to the provisions in § 23.33, Wis. Stats., and Chs. 340 to 348, Wis. Stats., the following conditions apply:

(a) "ATV/UTV vehicle route" means a highway or sidewalk designated for use by all-terrain vehicle or utility terrain vehicle operators by the governmental agency having jurisdiction as authorized under this section.

(3) The City of Waterloo reserves the right to close or modify routes and trails at any time.

(4) The City of Waterloo or its designee shall maintain all route and trail signs within the City of Waterloo. The City of Waterloo shall maintain all route signs erected on state highways within the City of Waterloo.

(5) All ATV/UTV routes and trails shall be signed in accordance with Chs. NR 64.12 and NR 64.12(7)(c), Wis. Stats.

(6) All City of Waterloo streets, roads and alleys are designated as ATV/UTV routes, not including county highways, state trunk highways, or connecting highways unless Jefferson County and/or the Department of Transportation approves or is required to approve the designation.

(7) Per § 23.33 (11)(am)(4), Wis. Stats., the City of Waterloo authorizes the operation of ATVs/UTVs on all highways that have a speed limit of 35 miles per hour or less that are located within the territorial boundaries of the City of Waterloo.

(8) Conditions of route use. As a condition for the use of these trails and routes, the following conditions shall apply to all operators and passengers as applicable:

(a) All ATV/UTV units shall be registered in accordance with WI DNR regulations.

(b) All ATV/UTV operators shall observe all applicable rules of the road governing motorized vehicles on municipal streets in accordance with Ch. 346, and § 23.33, Wis. Stats.

(c) No ATV/UTV shall be operated at a speed greater than the posted street speed limit unless posted otherwise.

(d) All operators of ATVs or UTVs are subject to Wis. Stats. and/or DNR rules and regulations pertaining to age, safety and safety certificate requirements.

(e) No ATV/UTV may be operated on any designated trail or route without fully functional headlights, taillights and brake lights. Operators must display a lighted headlight and taillight at all times while on the trail or route.

(f) All ATV/UTV operators shall ride single file.

(g) ATV/UTVs may be operated on paved roadway surfaces only.

(h) No ATV/UTV may be operated on any designated route between the hours of 10:00 p.m. and 7:00 a.m. daily, unless otherwise authorized by the Chief of Police.

(i) ATV/UTVs that do not meet Wisconsin State or local noise pollution requirements may not be operated on any trail or route.

(j) Operation within any municipal park unless specifically designated is prohibited.

(k) Operation on any sidewalk unless specifically designated is prohibited.

- (l) No person shall leave or allow any ATV owned or operated by him/herself to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition. Insurance is required for all ATVs/UTVs operated within the City of Waterloo.
- (m) DOT. Approved protective helmets will be worn for all operators and passengers of any ATV/UTV for persons under the age of 18 years old.
- (n) A valid Department of Transportation driver's license is required to operate any ATV/UTV.
- (9) In accordance with § 23.33 (11)(am)(3), Wis. Stats., the operation of ATVs and UTVs is authorized on a highway bridge that is not part of the national system of interstate and defense highways, that is 1,000 feet in length or less, and is located within the territorial boundaries of the City of Waterloo, regardless of whether the City of Waterloo has jurisdiction over the highway. The City of Waterloo authorizes the operation of ATVs on STH 19 from the 35/45 MPH speed limit transition to Heil Street, under Wis. Stat., §§ 23.33(4)(d)3.b. and (11)(am)3. to cross over the Mauneha River tributary provided that a person crossing a bridge shall do all the following:
[Amended 9-2-2021 by Ord. No. 2021-07]
 - (a) Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing;
 - (b) Stay as far to the right of the roadway or shoulder as practicable;
 - (c) Stop the vehicle prior to the crossing;
 - (d) Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder; and
 - (e) Exit the highway as quickly and safely as practicable after crossing the bridge.

§ 350-14 Violations and penalties.

[Amended 6-2-2003 by Ord. No. 2003-3; 9-20-2007 by Ord. No. 2007-18; 4-19-2018 by Ord. No. 2018-04]

The penalty for violation of any provision of this chapter shall be a forfeiture as hereafter provided, together with statutory court costs and penalty assessment, if applicable.

- A. State forfeiture statutes. Forfeitures for violation of §§ 340.01 to 348.28, Wis. Stats., shall conform to the forfeiture permitted to be imposed for violation of the statutes adopted by reference, including any variations or increases for subsequent offenses.
- B. State fine statutes. The forfeiture for violation of any statute adopted by reference hereunder for which the penalty is a fine shall not exceed the maximum fine permitted under such statute.
- C. Local regulations. The penalty for violations of §§ 350-2 through 350-13 of this chapter shall be as provided in Chapter 1, § 1-4, of this Code.
- D. Penalty for parking violations. Notwithstanding any other penalty provided in this chapter, the forfeiture for parking violations other than those violations contained in the state statutes, as adopted by reference in § 350-1 of this chapter, shall be as hereinafter provided plus costs, fees, and surcharges associated with the prosecution thereof which are required or authorized by state statute or administrative regulation, as follows:
 - (1) \$20 if paid within five days of the issuance of the violation citation.
 - (2) \$60 if paid after five days.
 - (3) Except for a motor vehicle used by a physically disabled person as defined under § 346.503(1) Wis. Stats., a \$100 fine shall be issued for stopping, standing or parking in spaces reserved for vehicles displaying special registration plates or special identification cards.

§ 350-15 Enforcement.

- A. Enforcement procedure. This chapter shall be enforced in accordance with the provisions of §§ 345.20 to 345.53, and § 66.0114, Wis. Stats.
[Amended 9-20-2007 by Ord. No. 2007-18]
- B. Duty of police to enforce. City police officers shall enforce all the provisions of this chapter.
- C. Uniform citation. The uniform citation promulgated under § 345.11, Wis. Stats., shall be used for all moving and nonmoving traffic violations, except parking violations.
- D. Notice of demerit points and receipts. Every officer accepting a forfeited penalty or money deposit under this chapter shall receipt therefor in triplicate as provided in § 345.26(3)(b), Wis. Stats. Every officer accepting a stipulation under the provisions of this chapter shall comply with the provisions of §§ 343.28, 345.26(1)(a) and 345.27(2), Wis. Stats.
- E. Parking citations. Citations for all parking violations under this chapter shall conform to § 345.28, Wis. Stats., and shall permit direct mail payment of the applicable forfeiture to the Police Department within five days of the issuance of the citation in lieu of a court appearance.

ORDINANCE NO. 2031A
AN ORDINANCE CREATING CHAPTER 11.45
Allowing the Operation of All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)
on Whitewater Streets Located in Jefferson County (Excluding City Streets Located
Within the Boundaries of the University of Wisconsin – Whitewater Campus)

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Chapter 11.45, is hereby created to read as follows:

11.45.010 **General.** This ordinance is enacted pursuant to sections 62.11 (5) and 23.33 Wis. Stats., and the provisions of Wisconsin Administrative Code NR 64 regulating ATV and UTV operation, which is hereby adopted and incorporated herein.

11.45.020 **Applicability and Enforcement.** The provisions of this Ordinance shall apply to all streets, roads and highways, hereinafter at times referred to as City Streets, in the City of Whitewater, Jefferson County, Wisconsin (except City streets located within the boundaries of the University of Wisconsin - Whitewater campus) and the provisions of this ordinance shall be enforced by the City of Whitewater Police Department.

Adoption of this ordinance shall not prohibit any law enforcement officer or DNR warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter addressed in this Chapter.

11.45.030 **Limitations.** The following limitations apply to all areas of operation designated in this Ordinance:

(a) Operators and passengers of ATVs/UTVs shall comply with all federal, state and local laws, orders, regulations, restrictions and rules, including, but not limited to, section 23.33 Wis. Stats. and Wisconsin Administrative Code NR 64.

(b) This Ordinance incorporates by reference all definitions under section 23.33 Wis. Stats. and Wisconsin Administrative Code NR 64 and any other applicable Wisconsin Law defining ATVs/UTVs and regulating ATV/UTV use unless this Ordinance states otherwise.

(c) ATVs/UTVs shall be operated on the paved surface on the extreme right side of the roadway.

(d) ATVs/UTVs may be operated on paved surfaces only, unless yielding the right of way.

(e) ATVs/UTVs operators are required to have applicable liability insurance.

(f) ATVs/UTVs shall not be operated at a speed greater than the posted speed limits.

(g) ATVs/UTVs may not be operated on any city street without fully functional headlights, taillights and brake lights.

(h) ATVs/UTVs may not be operated on any city street between the hours of 10:00 p.m. and 5:00 a.m.

(i) No person may operate an ATV/UTV on any city street without a valid driver's license and shall display the license on demand from any law enforcement officer or official described in section 23.33 (12) Wis. Stats.

(j) The operation of an ATV/UTV shall be limited to traveling on a direct route from the initial starting point of the vehicle to a Jefferson County highway, or from a Jefferson County highway to a specific destination in the City of Whitewater, Jefferson County, Wisconsin. Operating ATV/UTV vehicles on City streets for other purposes is prohibited.

11.45.040 Routes.

(a) Any modification to the routes designated for ATV/UTV use shall be approved by the Common Council.

(b) The routes designated as an ATV/UTV vehicle route shall be as follows: streets, roads and highways in the City of Whitewater, Jefferson County, Wisconsin (excluding City streets located within the boundaries of the University of Wisconsin - Whitewater campus).

(c) The City Manager or his or her designee shall have the authority to suspend operation on any route or segment thereof due to hazards, construction, emergency conditions, road damage or any other issue deemed appropriate for public safety. Routes subsequently removed as an ATV/UTV vehicle route will be posted on the City of Whitewater website.

11.45.050 Route Signs.

(a) All initial route signs will be installed and maintained by the City of Whitewater Public Works Department in cooperation with the Jefferson County Highway Department.

(b) No person may erect or remove any official designated route sign unless authorized by the City of Whitewater Public Works Department in writing.

(c) No person shall operate an ATV/UTV contrary to any authorized and official posted sign.

11.45.060 Penalties.

(a) This Ordinance shall be enforced by the City of Whitewater Police Department, or any other law enforcement official as set forth in section 23.33 (12) Wis. Stats., including the issuance of citations under section 66.0113 Wis. Stats.

(b) The penalties set forth in section 23.33 (13) (a) Wis. Stats., are adopted and incorporated by reference herein.

11.45.070 Severability.

(a) Should any subsection, clause or provision of this ordinance be declared by any court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof, other than the part declared invalid.

11.45.080 Maintenance.

(a) Designation of City of Whitewater streets and roads as ATV/UTV routes does not impose upon the City of Whitewater a greater duty of care or responsibility for maintenance of those segments than that required for any other street or road. Operators of ATV/UTVs on City streets assume all the usual and normal risks of ATV/UTV operation.

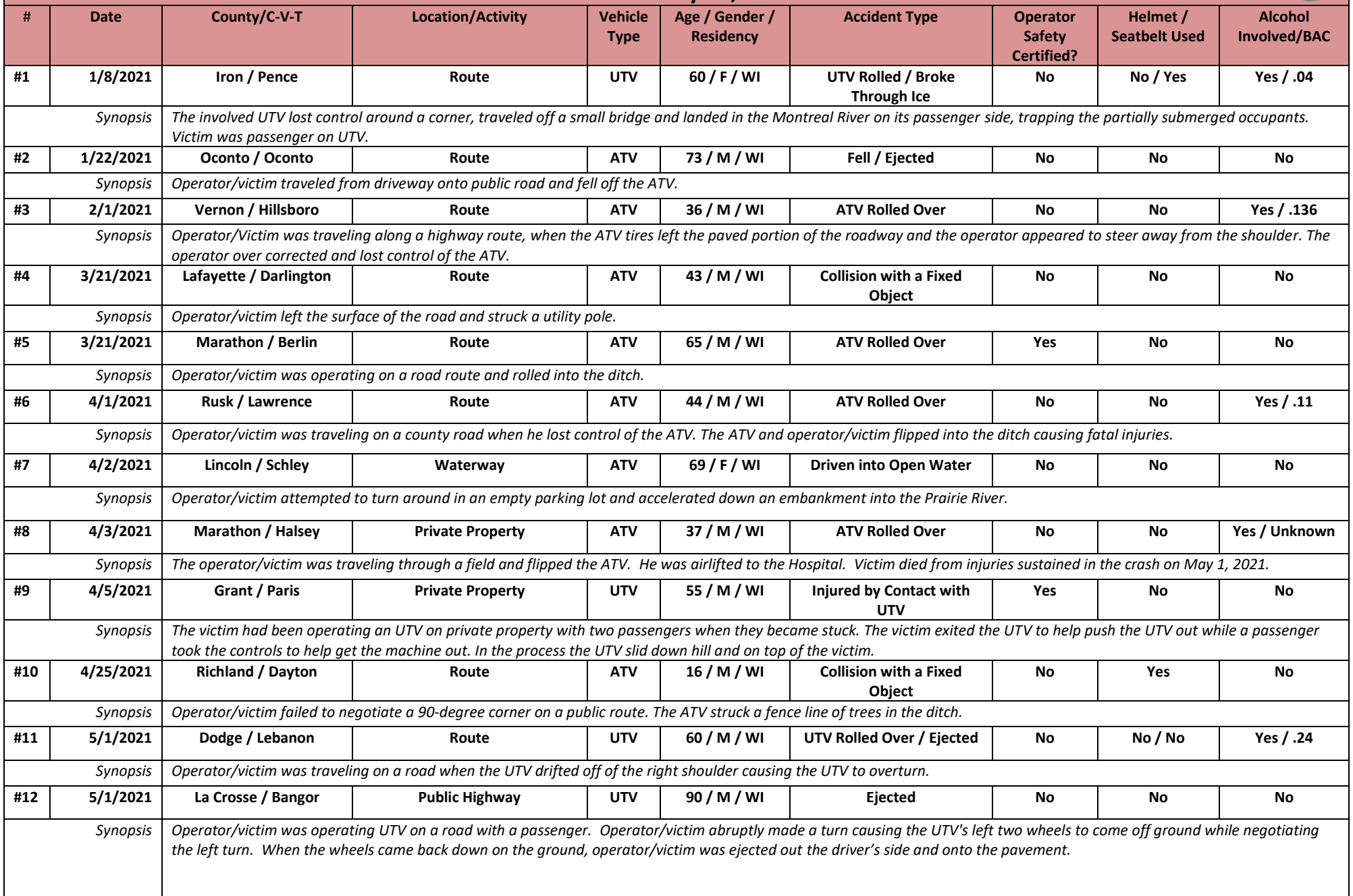
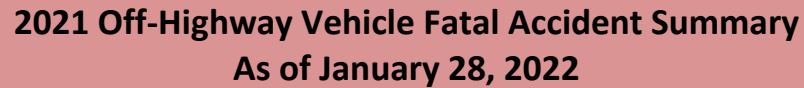
11.45.090 **Council Review.** This ordinance is enacted to operate in conjunction with Jefferson County Ordinance number 2021-01. Jefferson County will begin a review process of its ordinance on November 30, 2022 for the purpose of determining if Jefferson County's experience with its ordinance has been positive. The City of Whitewater Public Works Committee shall monitor Jefferson County's review process and provide the City Council with a report on Jefferson County's findings and actions no later than March 1, 2023.

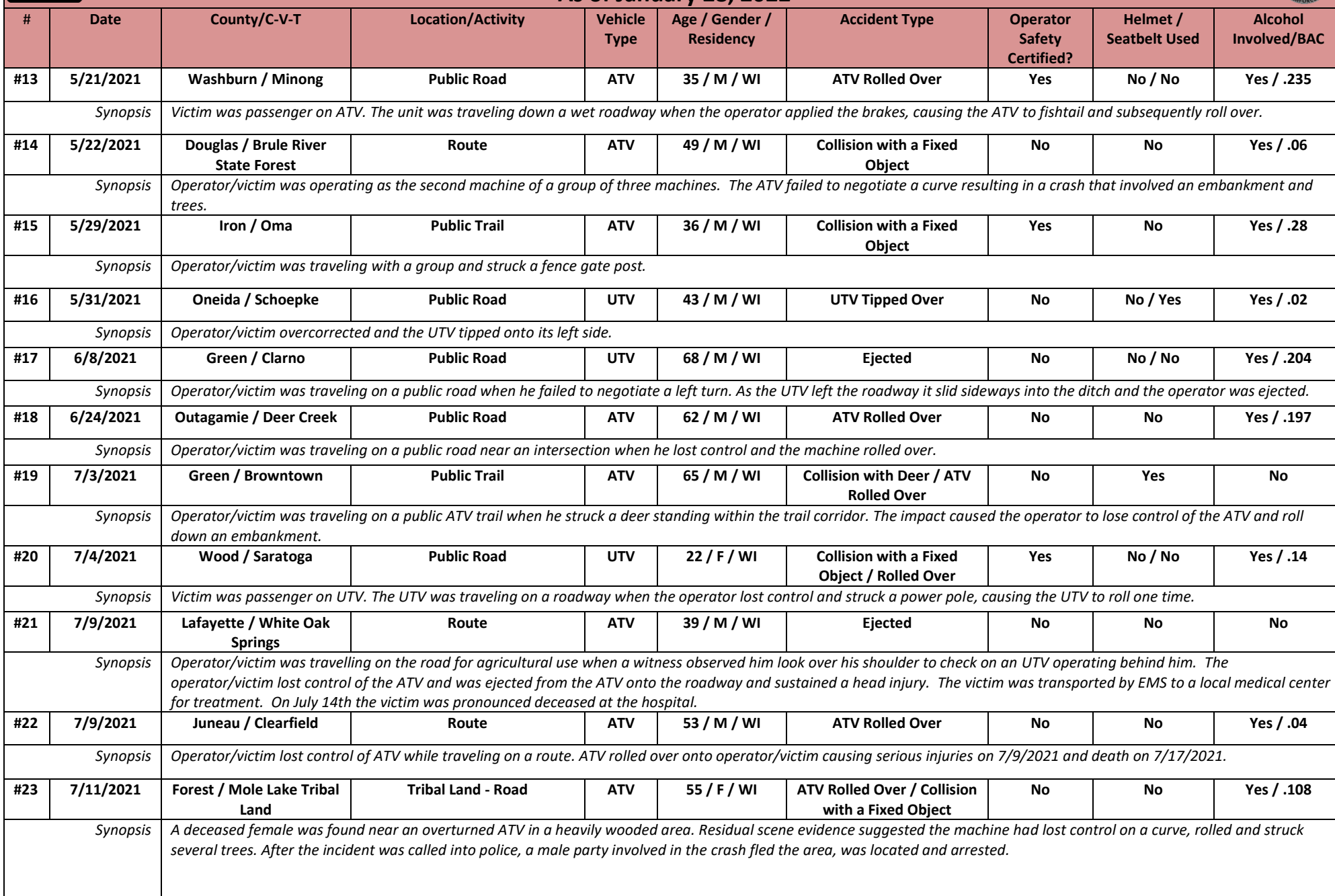
Ordinance introduced by Council Member Allen, who moved its adoption.

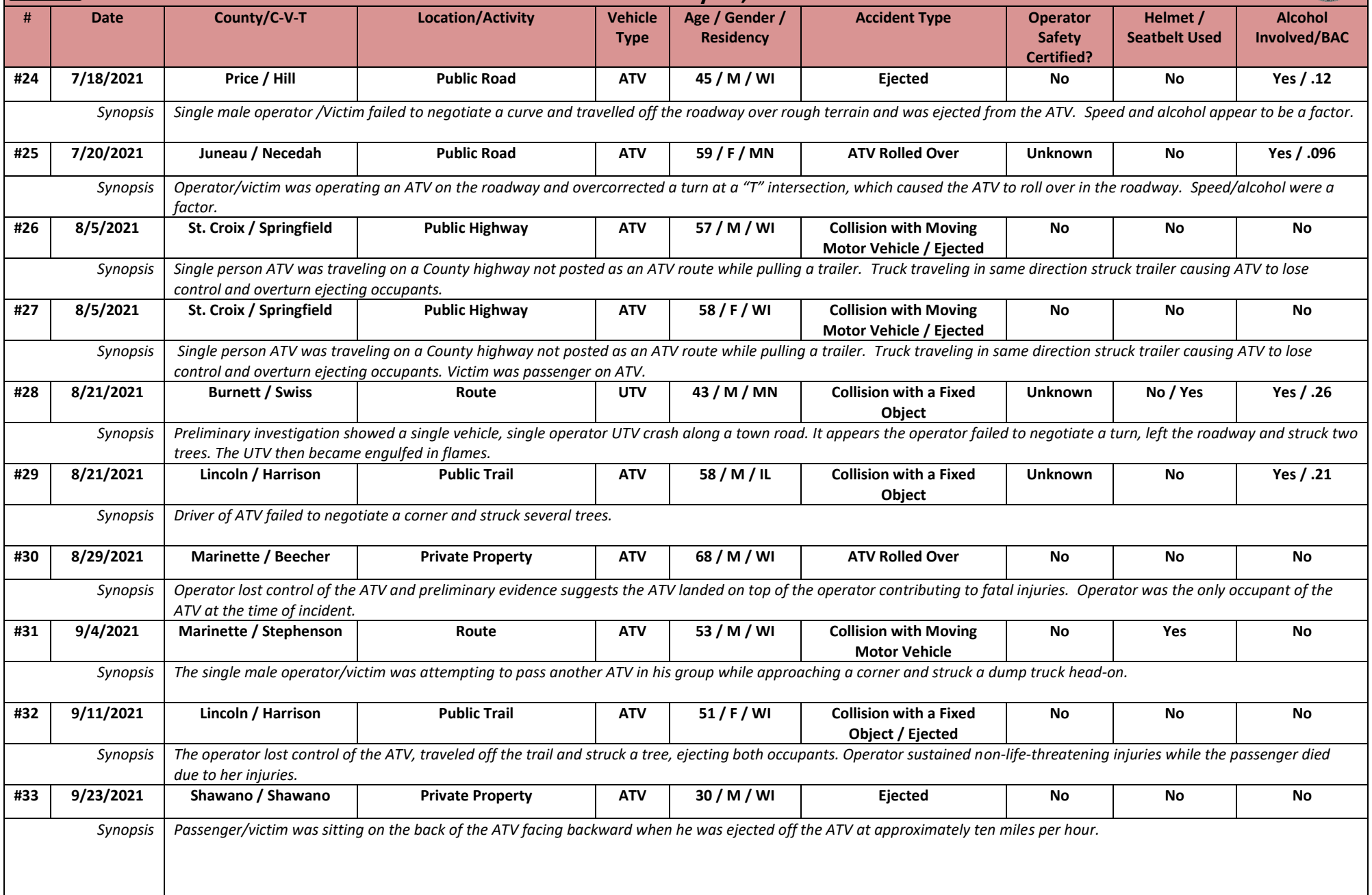
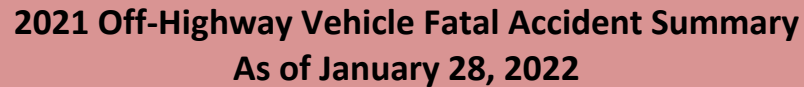
Seconded by Council Member Smith. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: November 2, 2021.

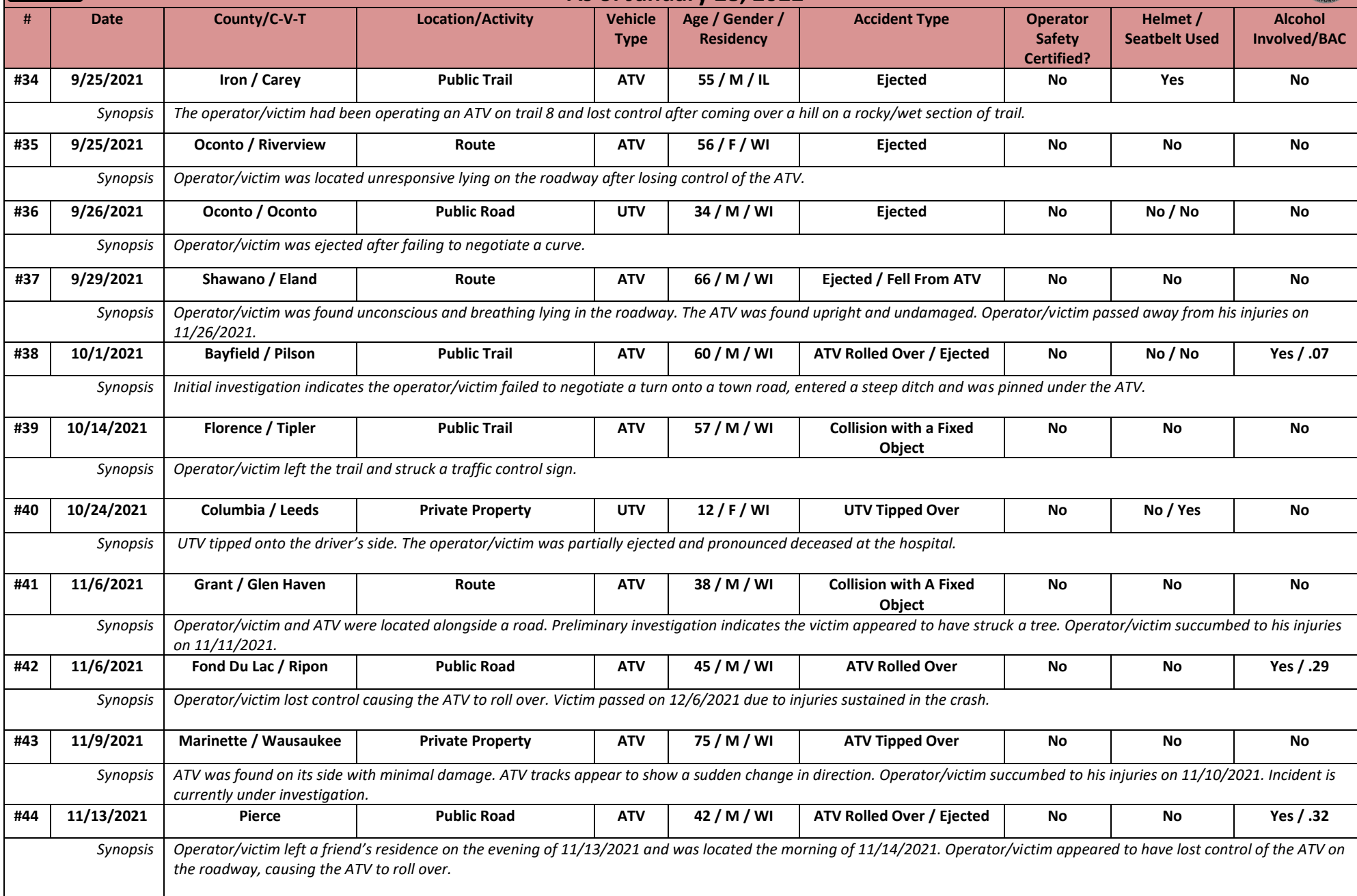
Cameron L. Clapper, City Manager

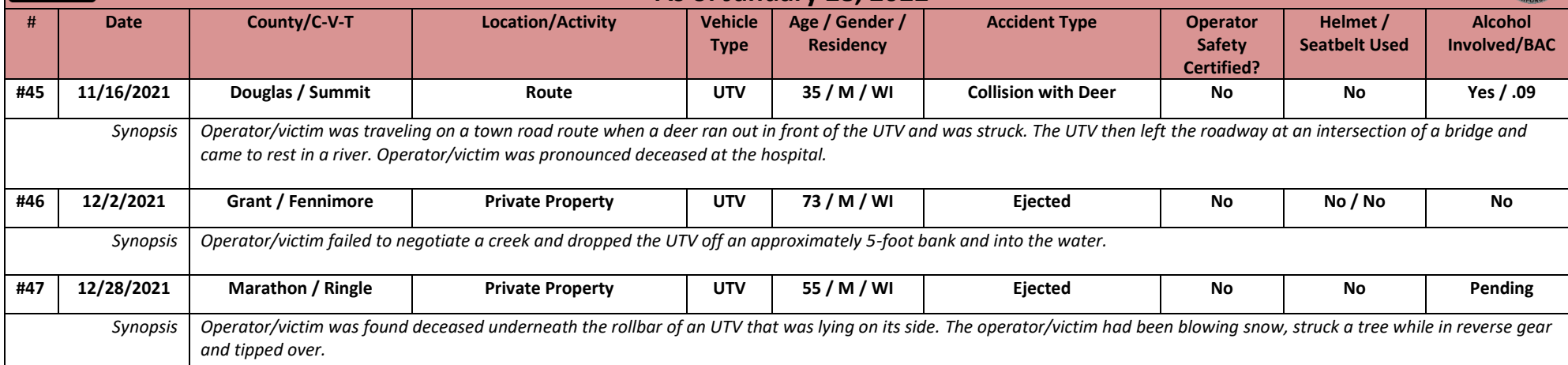
Michele R. Smith, City Clerk

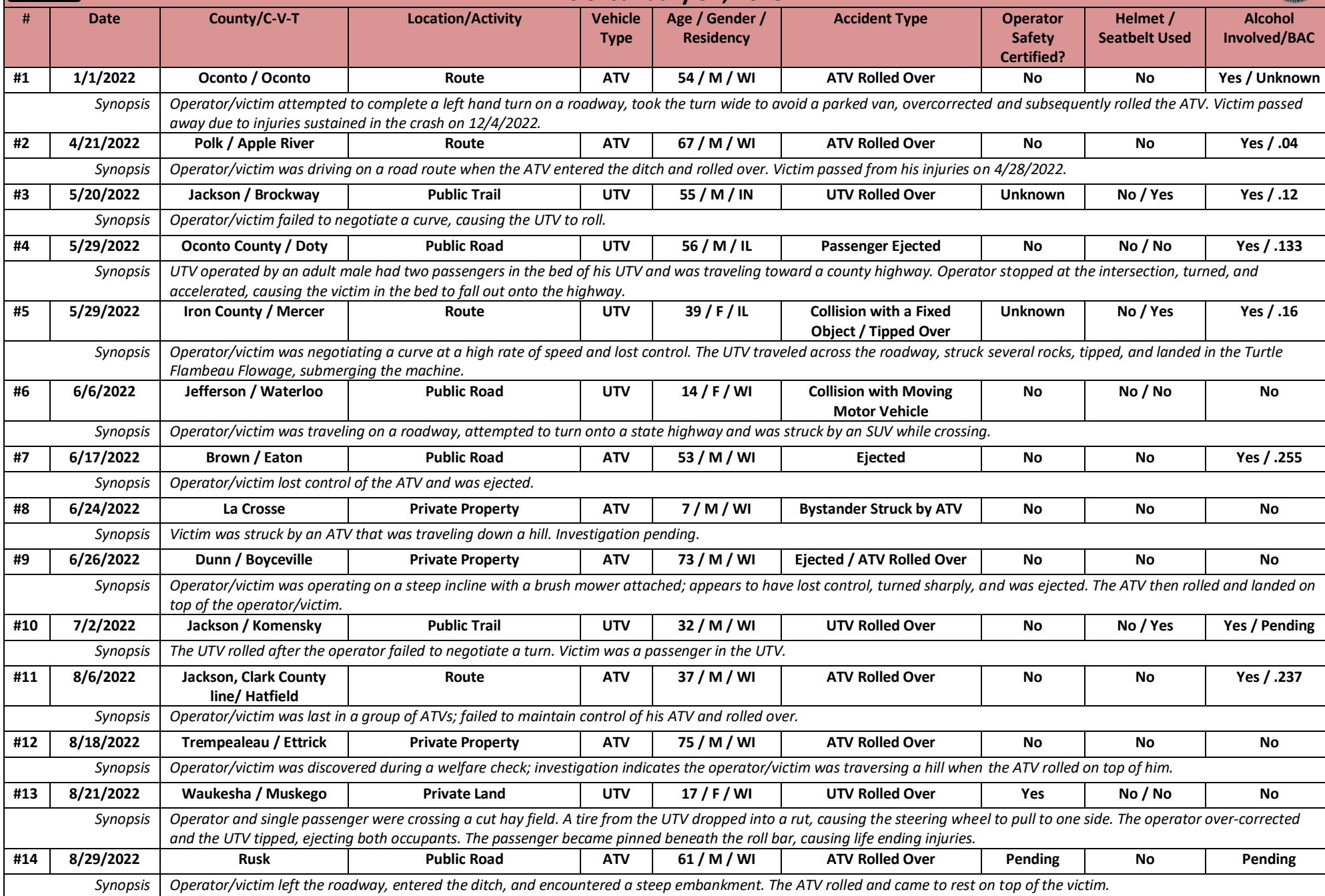


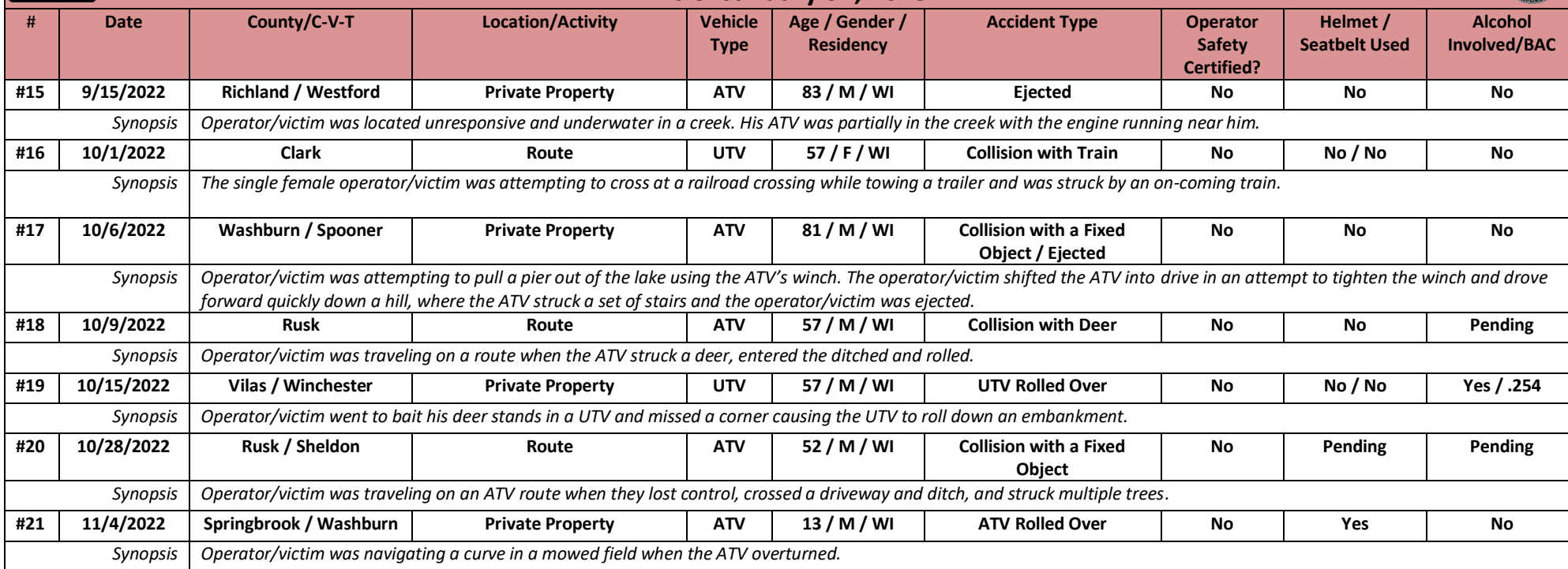
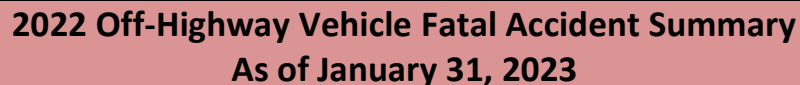


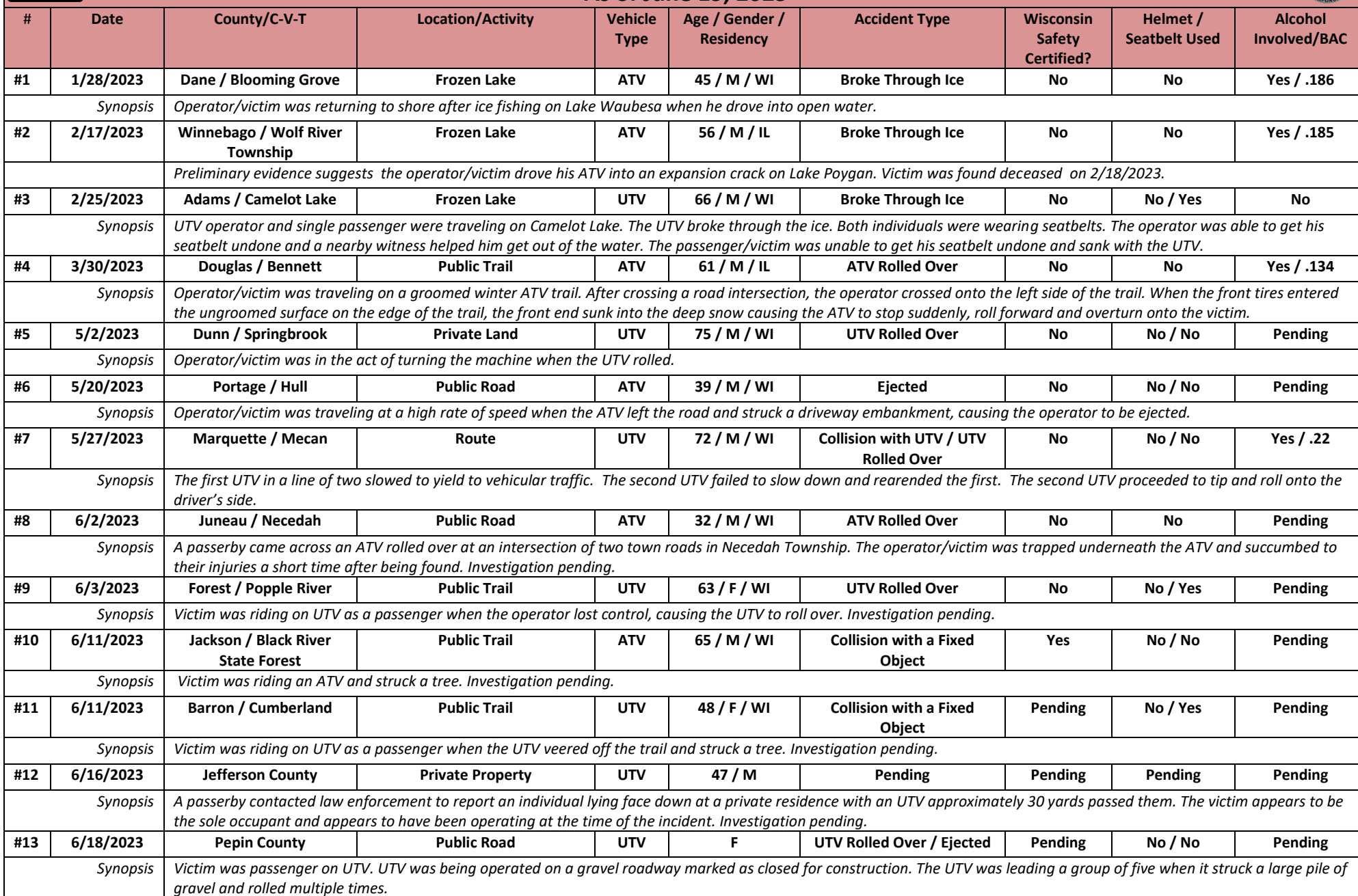
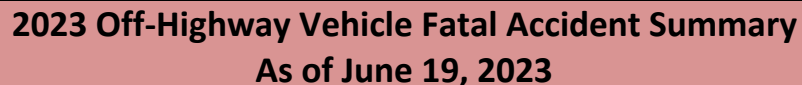












ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL AND RECREATE SECTION 94-151 OF THE CITY OF FORT ATKINSON
CODE OF GENERAL ORDINANCES
RELATING TO THE USE OF ALL-TERRAIN VEHICLES (ATVS) ON CITY STREETS**

WHEREAS, the City of Fort Atkinson (the City) has previously adopted ordinances regulating the use and operation of all-terrain vehicles (ATVs) and utility-terrain vehicles (UTVs) via Sec. 94-151 adopting Wis. Stats. 23.33(11)(a); and

WHEREAS, this ordinance is enacted pursuant to 23.33 Wis. Stats., and the provisions of the Wisconsin Administrative Code NR 64 regulating ATV/UTV operation, which is hereby incorporated and adopted; and

WHEREAS, Local ATV/UTV clubs have volunteered to provide funds to the City to pay for appropriate signage; and the City will accept such donations and use funds to install signage in the manner and locations City staff deem necessary to implement this ordinance; and

WHEREAS, the City further finds that its present ordinances regulating the use of ATVs and UTVs must be restated and adopted.

NOW THEREFORE, the City Council of the City of Fort Atkinson, Wisconsin, does hereby ordain as follows:

Section 1. Repeals Sec. 94-151 of the Ordinances.

Section 2. Recreates Sec. 94-151 of the City of Fort Atkinson Municipal Code to read as follows:

“Sec. 94-151. – State Laws Adopted for clarity purposes.

- A. The provisions of Wis. Stats. § 23.33, and the defining regulations found in Wis. Admin. Code NR Ch. 64 with respect to the regulation of all-terrain vehicles, including any future amendments thereof, are hereby adopted by reference and made part of this section as if fully set forth herein. Acts required to be performed or prohibited by such statutes are required or prohibited in this section.
- B. The operator of ATV/UTV shall be subject to Wis. Stats. Sections 341.057, 346.02(11), 346.04, 346.06, 346.11, 346.14(1), 346.18, 346.19, 346.21, 346.215(3), 346.22, 346.27, 346.33, 346.35, 346.37, 346.39, 346.44, 346.46, 346.47, 346.48, 346.50, 346.50(1)(b), 346.51, 346.52, 346.53, 346.54, 346.55, 346.62, 346.71, 346.87, 346.88, 346.89, 346.90, 346.91, 346.92(1), and 364.94(1) and (9); and

Sections 347.06(3), 347.07(2), 347.14(1), 347.39(1); and 347.48(4). Acts required to be performed or prohibited by such Statutes are required or prohibited by this Chapter.

Sec. 94-152. – Definitions.

- A. All-terrain vehicle (ATV): A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a paved road, and that has, and was manufactured with, all of the following:
1. A weight, without fluids, of 900 pounds or less.
 2. Four or more tires.
 3. A steering handlebar, single or dual headlights, a tail and brake light.
 4. A width of no more than 50 inches.
- B. Utility-terrain vehicle (UTV): A commercially designed and manufactured motor-driven device that does not meet federal motor vehicle safety standards effective July 1, 2012, that is not a golf cart, low speed vehicle, dune buggy, mini-truck, or tracked vehicle, that is designed to be used primarily off of a highway, and that has, and was manufactured with, all of the following:
1. A weight, without fluids, of 3,000 pounds or less.
 2. Four or more tires.
 3. A cargo box installed by the manufacturer measured laterally between the outermost wheel run on each side of the vehicle, exclusive of tires, mirrors, and accessories that are not essential to the vehicle's basic operation.
 4. A steering wheel, tail and brake lights, and two headlights.
 5. A width of no more than 65 inches.
 6. A system of seat belts, or similar system, for restraining each occupant of the device in the event of a collision.

7. A system of structural members designed to reduce the likelihood that an occupant would be crushed as a result of a rollover of the device (roll bars).
- C. ATV/UTV Route: A street designated for use by ATV/UTV vehicle operators by the governmental agency having jurisdiction as authorized by this Chapter.
- D. Operate: To exercise physical control over the speed or direction of an all-terrain vehicle or physically manipulate or activate any of the controls of an all-terrain vehicle necessary to put it into motion.
- E. State Trunk Highway: Any highway designated pursuant to Wis. Stat. §84.29 as part of the state trunk highway system.
- F. City Streets: Every named, paved public right-of-way within the corporate limits of the City, inclusive of State Connecting Highways, and excluding alleys.

Sec. 94-153. – All-terrain/Utility Terrain vehicle routes. ATV/UTV usage shall be authorized on all City streets.

Sec. 94-154. – Age Requirement. All ATV/UTV operators shall be 18 years or older to operate an all-terrain vehicle on road routes in the City, holding a valid Wisconsin Driver's License. The operator, upon request from any law enforcement officer, state patrol, or inspector under Wisconsin Statutes 110.07(1), conservation warden, or municipal peace officer shall display said operator's license to said agent as well as proof of insurance and registration.

Sec. 94-155. – Speed Limits. All ATV/UTV operators shall observe the posted speed limits on City streets.

Sec. 94-156. – Registration and Display of Registration. All ATV/UTV vehicles operated within the City of Fort Atkinson on designated routes are required to have State of Wisconsin registration as issued by the Wisconsin Department of Natural Resources and display such registration on the ATV/UTV vehicle.

Sec. 94-157. – Operating Requirements.

- A. All ATV/UTV operators shall ride single file on the right side of the City Street but shall not operate on any unpaved or shoulder section of City Streets.
- B. Headlights and taillights shall be present and on at all times.

- C. All-terrain/utility terrain vehicles shall yield the right-of-way to non-motorized vehicles, such as bicycles and pedestrians.
- D. No person shall leave or allow an all-terrain/utility terrain vehicle owned or operated by him/her to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- E. No owner having charge or control of an all-terrain/utility terrain vehicle shall authorize or permit any person to operate such all-terrain vehicle who is not permitted under state law to operate an all-terrain/utility terrain vehicle or who is under the influence of an intoxicant or a dangerous or narcotic drug.
- F. Wis. Stat. § 346.63, which prohibits the operation of a motor vehicle while under the influence of an intoxicant or other drugs, shall apply to the operation of an all-terrain/utility terrain vehicle at any place within the City.
- G. No person shall operate an all-terrain/utility terrain vehicle in the City between 10:00 P.M. and 5:00 A.M.
- H. No operator or passenger of an all-terrain/utility terrain vehicle may possess in or on an all-terrain/utility terrain vehicle on any City Street in the City of Fort Atkinson, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the bottle or receptacle have been partially removed or released.
- I. No operator shall operate an ATV/UTV so as to cause the tires thereof to squeal, the horn to blow excessively, the motor to race excessively, or by emitting unnecessary and loud muffler noises.
- J. During special events within the City limits, the Chief of Police, with the approval of the City Manager, is granted authority to allow for all-terrain/utility terrain vehicle operation on City streets for the duration of going to or coming from said event or during a parade. An operator needs to contact the Fort Atkinson Police Department and provide their name, all terrain/utility terrain device type and registration number, and the Chief of Police will review the request for permission and notify the individual either verbally or in writing of his/her decision.
- K. Groups of 25 or more ATV/UTV operators shall notify the Fort Atkinson Police Department before entering the legal boundaries of the City.

- L. ATVs/UTVs shall only be operated on paved surfaces, unless yielding the right-of-way. ATVs/UTVs shall not operate in any public municipal property, public park, public walking trail, public sidewalk, public alley, public unpaved surface, or on any private property without permission of the property owner; except that operators may park ATVs/UTVs in public parking lots in accordance with any other ordinance requirements.
- M. Operators shall have liability insurance consistent with State of Wisconsin requirements for motor vehicles and shall have and provide proof of said insurance while operating an ATV/UTV.
- N. Parking. ATVs/UTVs shall be subject to all parking requirements and allowances of motor vehicles included in the City of Fort Atkinson Municipal Code, except that ATVs/UTVs shall not be parked overnight on any City Street or parking lot.
- O. Tires. Every ATV/UTV tire shall have at least 2/32-inch tread depth in every major tire groove measured at 2 points no less than 15 inches apart.
- P. Eye Protection. No person may operate an ATV/UTV without wearing any of the following eye protection: a protective face shield attached to the headgear, glasses, or goggles. This section shall not apply to persons operating an ATV/UTV in a parade sanctioned by the City of Fort Atkinson.

Sec. 94-158. – Signage. City staff shall mark entrances to the City with signage in accordance with Wis. Admin. Code NR § 64.12 and NR § 64.12(7)c. Locations and placement must be approved by the Police Chief and Public Works Director. Signs shall be maintained by the City. No person may erect or remove any official sign unless authorized by the City.

Sec. 94-159. – Penalties. Any person who shall operate an all-terrain vehicle in violation of this section, in addition to the penalties of Wis. Stats. Chs. 346, 347, and Ch. 23.33 shall forfeit to the City not less than \$50.00, nor more than \$200.00, for each violation together with costs and assessments imposed under Wis. Stats. Ch. 814. This penalty section may be amended and set annually by the City Council.

Sec. 95-160. – Review and Sunset Provision. Information and statistics relating to incidents, accidents, and calls stemming from the use of ATVs/UTVs on City Streets shall be reviewed by the City Council every six months starting six months from the effective date of this ordinance, through a staff report. This ordinance will cease to be effective and automatically be repealed two years from the effective date

of the ordinance, unless specific action is taken by the City Council to extend the date of said ordinance.

Section 3. Upon its adoption, the clerk is hereby directed to send a copy of this ordinance to the Wisconsin Department of Transportation, the Wisconsin State Patrol, the Jefferson County Sheriff Department, the Wisconsin Department of Natural Resources, and the Fort Atkinson Police Department, pursuant to Wis. Stat. §23.33(11)b.

Section 4. Effective Date. This ordinance shall take effect after passage, publication, and attestation as required by law.

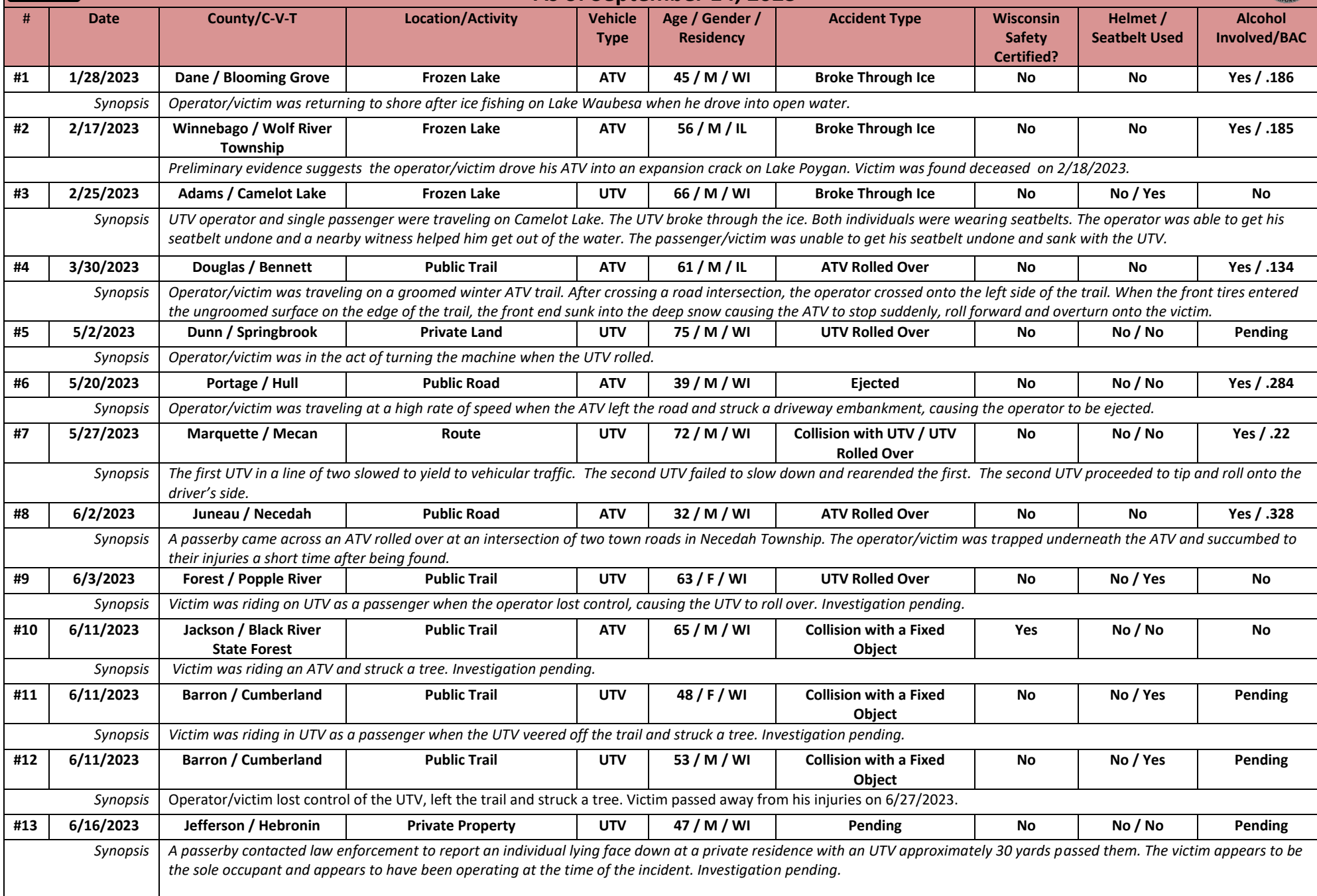
Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2023.

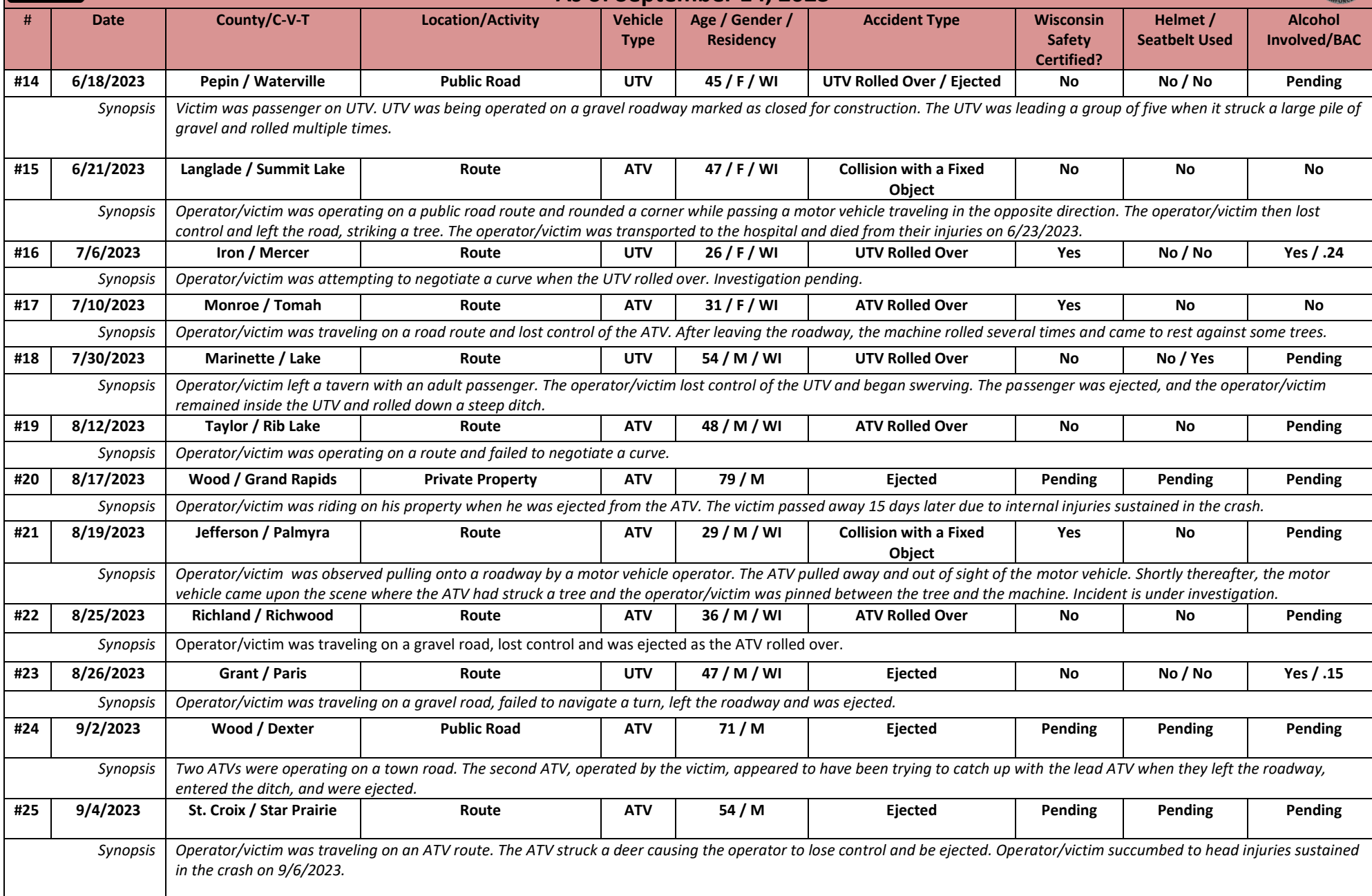
Fort Atkinson City Council

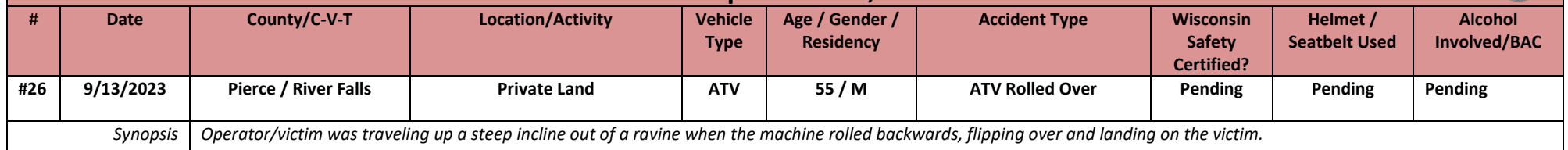
Bruce Johnson, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director









Agenda
City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building Inspector/Zoning Administrator

RE: First reading of an Ordinance relating to a Zoning Map Amendment to change the zoning district for the properties located at 932 Erick St., 1000 Erick St., and 610 Talcott Ave. from Light Industrial (LI) to Institutional (I)

BACKGROUND

The proposed Zoning Map Amendment is to rezone each from Light Industrial to Institutional. This matches the two existing parcels that make up the Public Works site, which are both currently zoned Institutional. As part of the larger project, all five parcels will be combined via Certified Survey Map (CSM) with a portion of the James Place right-of-way that is planned to be vacated. In total, this area will become one parcel to facilitate the planned Public Works and Parks Operations facility.

RECOMMENDATION

The Plan Commission had a public hearing and recommended approval of the Zoning Map Amendment at a meeting September 26, 2023. The Plan Commission recommended the City council adopt the proposed Zoning Map Amendment.

City staff recommends the City Council perform the first reading of this Ordinance.

ATTACHMENTS

PC Staff Report Packet; Draft Ordinance Amending the Official Zoning Map



City of Fort Atkinson
Zoning Administrators Office
101 N. Main Street
Fort Atkinson, WI 53538

REQUEST FOR ZONING MAP AMENDMENT REPORT TO THE PLAN COMMISSION

DATE: September 26, 2023

FILE NUMBER: ZMA-2023-04

PROPERTY ADDRESSES: 932 and 1000 Erick Street and 610 Talcott Avenue

EXISTING ZONING: LI, Light Industrial

PARCEL NUMBER: 226-0514-0912-066, 226-0514-0912-068, 226-0514-0912-067

PROPOSED ZONING: I, Institutional

EXISTING LAND USE: Former Storage Buildings

OWNER: City of Fort Atkinson

REQUESTED USES: Public Works and Parks Operations facility

APPLICANT: City of Fort Atkinson

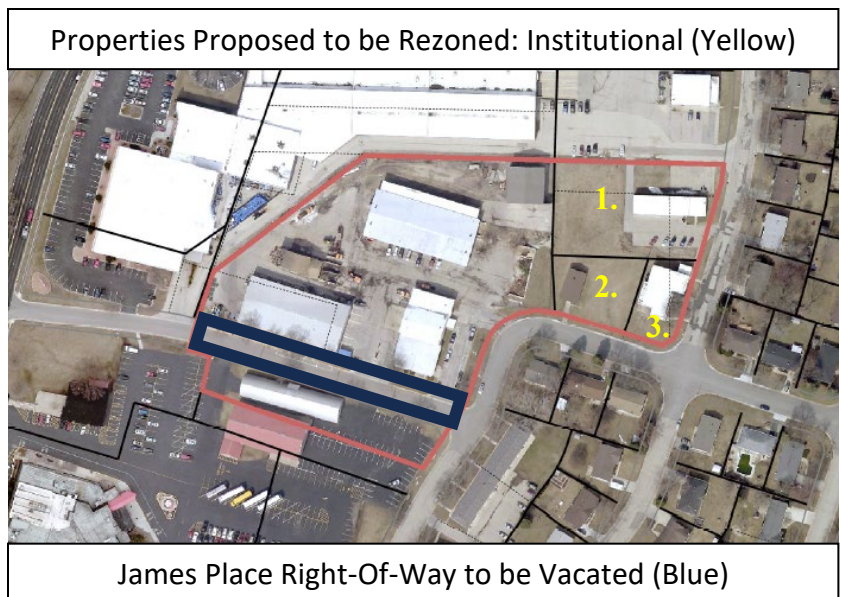
BACKGROUND ON ZONING MAP AMENDMENTS REVIEW:

Section 15.10.31 of the City of Fort Atkinson Zoning Ordinance outlines the requirements for a Zoning Map Amendment process. This requires a public hearing, review, and approval by the Plan Commission and the City Council on the consistency of the proposal with adopted plans.

REQUEST OVERVIEW:

The City of Fort Atkinson has acquired three parcels adjacent to the existing Public Works site (700 James Place). The proposed Zoning Map Amendment is to rezone each from Light Industrial to Institutional. This matches the two existing parcels that make up the Public Works site, which are both currently zoned Institutional. As part of the larger project, all five parcels will be combined via Certified Survey Map (CSM) with a portion of the James Place right-of-way that is planned to be vacated. In total, this area will become one parcel to facilitate the planned Public Works and

Parks Operations facility. The required Conditional Use Permit, Discontinuance of a Right-Of-Way, and CSM reviews will be in separate staff reports, and will be on Plan Commission agendas over the next several weeks. This staff report only includes a review of the Zoning Map Amendment.



REZONING REVIEW:

932 and 1000 Erick Street and 610 Talcott Avenue are all currently zoned Light Industrial. This zoning district allows for and is oriented to both small and large-scale indoor industrial and office development with intensities consistent with economic development objectives and compatibility with adjacent development. The City of Fort Atkinson's Comprehensive Plan Future Land Use shows all three properties as Light Industrial. The proposed Zoning Map Amendment to an Institutional Zoning District is consistent with the Comprehensive Plan because the intended use of a Public Works and Parks Operations facility is similar to a Light Industrial-type land use. The Zoning Ordinance requires a Conditional Use Permit for "large scale public services and utilities" type uses, which has been interpreted to describe the proposed Public Works and Parks Operations facility.

The proposed project's bulk dimensions must meet the lot standards of the Institutional Zoning District. If the proposed CSM and discontinuance of the right-of-way are approved, the minimum lot dimensions will be met by the proposed development, as shown below:

Bulk Regulation	Institutional Standard	Proposed
Minimum Lot Area	10,000 square feet	252,795 square feet
Maximum Impervious Surface Ratio	80%	75%
Maximum Building Coverage	50%	33%
Minimum Lot Width	60 feet	>200 feet
Minimum Lot Depth	120 feet	>700 feet
Minimum Lot Frontage at ROW	30 feet	>300 feet

ZONING MAP AMENDMENT CRITERIA:

A Zoning Map Amendment must be reviewed per the requirements of Section 15.10.31(4)(b) of the Zoning Ordinance. City Staff are required to provide a written report regarding this review to assist the Plan Commission and City Council in reviewing the proposed amendment.

1. Does the proposed Zoning Map Amendment advance the purposes of the Zoning Ordinance as outlined in Section 15.01.03? Yes. The proposed zoning map amendment protects the health, safety, morals, comfort, convenience, and general welfare of the public. This will be accomplished through providing adequate provision of public facilities that serve the entire community, consolidation of services within a single site, and improvements to the overall site.
2. Is the proposed Zoning Map Amendment in harmony with the Comprehensive Plan? Yes. The proposed zoning map amendment helps accomplish many of the community's goals as identified in the Comprehensive Plan and is consistent with the Light Industrial designation on the Future Land Use for a new Public Works and Parks Operations facility.
3. Does the proposed Zoning Map Amendment maintain the desired consistency of land uses, land use intensities, and land use impacts within the pertinent Zoning District? Yes. The proposed zoning map amendment is consistent with the Comprehensive Plan and the use is consistent with those existing today to the west and the former uses of the sites. While there are existing

residential buildings to the east, this area has been and will continue to be a mix of land uses. The proposed Site Plan provides significant buffering between the Public Works and Parks Operations facility and the lower intensity uses to the east. Staff gave special consideration to the location of the driveways so that the impact on the residential uses to the east are minimized.

4. Does the proposed Zoning Map Amendment address any of factors that are not accomplished on the current Zoning Map? Yes. The proposed zoning map amendment addresses factors that have changed in respect to the growth patterns, most notably the City of Fort Atkinson's plans to consolidate services onto the site, redevelop the entirety of the site, and address the community's long-term need for a new Public Works and Parks Operations facility as the City grows. Together, this has created a situation in which the subject property is more appropriate for a different zoning district. To note, the Light Industrial Zoning on the sites today would enable the same or similar types of land uses as proposed.
5. Do the public benefits outweigh any and all potential adverse impacts of the proposed amendment? Yes. The proposed zoning map amendment provides substantial long-term public benefits in continuing to provide high-quality public services to the community. These benefits, in addition to the proposed redevelopment and improvements to the site, outweigh the potential adverse impacts.

PUBLIC NOTICE:

A public hearing is required for Zoning Map Amendment review and action. All required public hearing notices have been properly posted in compliance with state law.

COMPREHENSIVE LAND USE PLAN (2023):

The subject property is located within the Janesville Avenue Business District Planning Area (see linked attachments) and is identified as an Employment center on the plan. The opportunities indicated on the plan include development design standards and access control, landscaping and street enhancements, and industrial relocation. The proposed Zoning Map Amendments are consistent with this plan and the other recommendations of this plan will be reviewed in relationship to the Site Plan through the Conditional Use Permit process.

The subject property is shown as Light Industrial on the Future Land Use Map. This designation includes high-quality indoor manufacturing, warehousing and distribution, and office uses with generous landscaping, screened storage areas, and modest lighting and signage. This designation aligns with the proposed land uses on the subject property. Staff believes the proposal is in concert with the Comprehensive Plan.

The Janesville Avenue Business District Planning Area (page 42 in Comp Plan) shows a concept for a future trail connection between the Fireside Theatre property and the Nasco property, which would be located along James Place. Note that in 2020, when the City reconstructed Rockwell Avenue, the plan included a connection to the bike trail just north of this concept connection. Staff believes that the Rockwell Avenue trail connection meets in intent of the Plan and offers appropriate access to the residential neighborhood as well as the schools and commercial uses adjacent to Rockwell Avenue.

DISCUSSION:

The existing Public Works facility is aging and in need of significant repair. Additionally, as the community continues to grow, there is increasing demand to provide public works and parks services. The consolidation of services, redevelopment of this area, and proposed improvements make this development an asset to the overall community. The City's Management Team has reviewed the application and all comments have been included within this document.

Overall, the proposed development is of high-quality design, meets the requirements of the City's ordinances, is in alignment with adopted City plans, and provides long-term local benefits to the community.

RECOMMENDATION:

City staff recommends approval of the Zoning Map Amendment from Light Industrial to Institutional for 932 and 1000 Erick Street and 610 Talcott Avenue, subject to the following conditions:

- City Council approval of the James Place right-of-way discontinuance.
- City Council approval of the Certified Survey Map to combine parcels 226-0514-0912-066, 226-0514-0912-068, 226-0514-0912-067, 226-0514-0921-002, and 226-0514-0912-080.
- Plan Commission approval of the Conditional Use Permit for a "large scale public service and utilities" use on the subject property.
- Any other recommendations of City staff and the Plan Commission.

ATTACHMENTS:

- Rezoning Application
- [Public Notices / Letters](#)
- [Comprehensive Plan Janesville Avenue Business District Planning Area](#)
- [Comprehensive Plan Future Land Use Map \(page 109\)](#)

City of Fort Atkinson Procedural Checklist for Zoning Map Amendments (Rezoning) Requirements per Section 15.10.31

This form is designed to be used by the Applicant as a guide to submitting a complete application to amend the Official Zoning Map and by the City to process the application.

Name, company, and client (if applicable): _____

Phone number: _____ Email: _____

Property address of requested zoning change: _____

Zoning change request from _____ to _____

I Application Packet Requirements

The Applicant shall submit an electronic or paper copies, as may be required by the City, of the application.

- ☐ A map of the subject property to scale, depicting the following:
 - ☐ All lands for which the zoning is proposed to be amended and all other lands within 100 feet of the boundaries of the subject property.
 - ☐ All parcel numbers for the subject property.
 - ☐ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☐ All lot dimensions of the subject property.
 - ☐ A graphic scale and north arrow.
- ☐ Legal description of the property.
- ☐ Written justification for the proposed Official Zoning Map amendment, including evidence that the application is consistent with the Comprehensive Plan.
- ☐ Any further information needed by the Plan Commission to facilitate the making of a comprehensive report to the Plan Commission and City Council.

II Criteria Used to Evaluate the Proposed Zoning Map Amendment

The Zoning Administrator shall review the complete application and evaluate whether the proposed amendment:

1. Advances the purposes of this Chapter as outlined in Section 15.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

III Process Checklist

- | | |
|--|-------------|
| <input type="checkbox"/> Staff-Applicant meeting (if applicable) | Date: _____ |
| <input type="checkbox"/> Application fee of \$200.00 received by City Clerk | Date: _____ |
| <input type="checkbox"/> Reimbursement of professional consultant costs agreement executed. | Date: _____ |
| <input type="checkbox"/> Receipt of complete application packet by Zoning Administrator | Date: _____ |
| <input type="checkbox"/> City Staff input | Date: _____ |
| <input type="checkbox"/> Class 2 legal notice sent to official newspaper by City Clerk | Date: _____ |
| <input type="checkbox"/> Class 2 legal notice published on _____ and _____ | Date: _____ |
| <input type="checkbox"/> Notification of neighboring property owners within 100 feet of the petition | Date: _____ |
| <input type="checkbox"/> Notification of clerks of municipalities within 1,000 feet of the petition | Date: _____ |
| <input type="checkbox"/> Notification of airports within 1 mile of the petition | Date: _____ |
| <input type="checkbox"/> Plan Commission Public Hearing, review and recommendation | Date: _____ |
| <input type="checkbox"/> City Council review and action | Date: _____ |

ORDINANCE NO. _____

**AN ORDINANCE
TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF FORT ATKINSON**

NOW, THEREFORE, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

Section 1. Section 15.02.03 of the City of Fort Atkinson Zoning Ordinance, adopting the Map of Standard Zoning Districts, is hereby amended to change the zoning classification of the following described properties from **LI, Light Industrial, to I, Institutional.**

Beginning at the southeast corner of Lot 2, Block 9, Fair Oaks Addition, thence west 258.59 feet, thence south 102.33 feet east to Erick Street, north to the point of beginning, also the south 50 feet of Lot 2, Block 9, Fair Oaks Addition in Section 9, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin (also known as parcel number 226-0514-0912-066, **932 Erick Street**), containing approximately 0.881 acres of land; and

Beginning 105.16 feet southwest of the southeast corner of Lot 2, Block 9, Fair Oaks Addition, thence south 118.2 feet, west on curve 42.43 feet, thence west 50 feet, thence northeast 125.56 feet, thence east 82.14 feet to the point of beginning in Section 9, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin (also known as parcel number 226-0514-0912-067, **1000 Erick Street**), containing approximately 0.248 acres of land; and

CSM 56-1-76, Document number 688223, Fair Oaks Addition in Section 9, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin (also known as parcel number 226-0514-0912-068, **610 Talcott Avenue**), containing approximately 0.323 acres of land.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2023.

Bruce Johnson, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks and Recreation Director

RE: First reading of an Ordinance to amend Sections 70.04.03 and 70.04.04 of the City of Fort Atkinson Land Division and Development Ordinance relating to **Updating and Enacting New Park Impact Fees**

BACKGROUND

The City completed its first Comprehensive Outdoor Recreation Plan (CORP) in 2023, and Vandewalle & Associates (V&A) developed a full rewrite of the Land Division and Development Ordinance (Chapter 70) in 2022. The CORP and Chapter 70 overlap in relation to the City's Park Impact fees that are applied to new housing development.

The CORP recommends revisions to section 70.04.04 in the Land Division and Development Ordinance relating to imposing Park Impact fees for new housing development. However, State Statutes require any municipality that imposes impact fees to have a sound basis of analysis to support the fees. Thus, any modification to the City's existing Park Impact fees requires supporting analysis.

The City currently has a 'Park Development in Lieu of Land Dedication' fee, allowing developers to contribute monetarily to the acquisition of parkland when new housing is constructed without dedicating land for parks. However, most municipalities have a 'Fee in Lieu of Parkland Dedication' separate from a 'Parks Improvement Fee,' which is used to fund the capital costs of parkland improvement (park amenities such as playgrounds, benches, infrastructure, etc.) in proportion to the increased demand on park facilities created by new households.

The City Council hired Vandewalle and Associates in April 2023 to serve as the City's Park Impact Fee Analysis consultant and produce such a report.

A Park Impact Fee workshop was held on September 5, 2023 between City Council and Parks and Recreation Advisory Board members, as well as the Plan Commission and Economic Development Commission, were invited to attend.

The purpose of the workshop was to review the draft fees and amendments, educate all groups on potential outcomes and ways to approach park fees, discuss potential impacts to affordable

housing, and gather feedback on the preferred approach to any fee changes that should be made.

All participants filled out a questionnaire at the workshop, which revealed unanimous support for the recommended park impact fees.

On September 13, 2023 the Parks and Recreation Advisory Board unanimously recommended approval to City Council relating to the recommended impact fees included in the Impact Fee Needs Assessment.

On September 26, 2023 the Plan Commission unanimously recommended City Council approve the recommended park impact fees included in the Needs Assessment and the associated changes in the City's Land Division and Development Code.

DISCUSSION

Ben Rohr, V&A Planner, has conducted a data analysis and draft ordinance amendment, including updated park cost figures for the analysis component. Ben and Staff have worked through various iterations of the Park Impact fees with keeping the impact on housing costs in mind.

The following is the schedule for the remainder of this process:

- October 3, 2023: City Council Public Hearing and first reading
- October 17, 2023: City Council second reading
- November 7, 2023: City Council third reading

FINANCIAL ANALYSIS

The financial analysis for this proposal is included in the Impact Fee Needs Assessment document.

RECOMMENDATION

Staff recommends that the City Council offer a first reading of the proposed amendments to Sections 70.04.03 and 70.04.04 of the City of Fort Atkinson Land Division and Development Ordinance relating to updating and enacting new park impact fees and direct the City Manager to prepare them for a second reading at the meeting on October 17, 2023.

ATTACHMENTS

- Draft Impact Fee Needs Assessment
- Draft Chapter 70 Land Division and Development Ordinance Amendments



MEMORANDUM

DATE: September 26, 2023

TO: City of Fort Atkinson Plan Commission

FROM: Brooke Franseen, Parks and Recreation Director

RE: Presentation, review and possible recommendation to the City Council relating to Park Impact Fees and proposed amendments to the City of Fort Atkinson Land Division and Development Ordinance

BACKGROUND:

The City completed its first Comprehensive Outdoor Recreation Plan (CORP) in 2023, and Vandewalle & Associates (V&A) developed a full rewrite of the Land Division and Development Ordinance (Chapter 70) in 2022. The CORP and Chapter 70 overlap in relation to the City's Park Impact fees that are applied to new housing development.

The CORP recommends revisions to section 70.04.04 in the Land Division and Development Ordinance relating to imposing Park Impact fees for new housing development. However, State Statutes require any municipality that imposes impact fees to have a sound basis of analysis to support the fees. Thus, any modification to the City's existing Park Impact fees requires supporting analysis.

The City currently has a 'Park Development in Lieu of Land Dedication' fee, allowing developers to contribute monetarily to the acquisition of parkland when new housing is constructed without dedicating land for parks. However, most municipalities have a 'Fee in Lieu of Parkland Dedication' separate from a 'Parks Improvement Fee,' which is used to fund the capital costs of parkland improvement (park amenities such as playgrounds, benches, etc.) in proportion to the increased demand on park facilities created by new households.

The City Council hired Vandewalle and Associates in April 2023 to serve as the City's Park Impact Fee Analysis consultant and produce such a report.

A Park Impact Fee workshop was held on September 5, 2023. The City Council and Parks and Recreation Advisory Board members, as well as the Plan Commission and Economic Development Commission, were invited to attend.

The purpose of the workshop was to review the draft fees and amendments, educate all groups on potential outcomes and ways to approach park fees, discuss potential impacts to affordable housing, and gather feedback on the preferred approach to any fee changes that should be made.

All participants filled out a questionnaire at the workshop, which revealed unanimous support for the recommended park impact fees.

On September 13, 2023 the Parks and Recreation Advisory Board unanimously recommended approval to City Council relating to the recommended impact fees included in the Impact Fee Needs Assessment.

DISCUSSION:

Ben Rohr, V&A Planner, has conducted a data analysis and draft ordinance amendment, including updated park cost figures for the analysis component. Ben and Staff have worked through various iterations of the Park Impact fees with keeping the impact on housing costs in mind.

The following is the schedule for the remainder of this process:

- September 26, 2023: Plan Commission meeting
- October 3, 2023: City Council Public Hearing and first reading
- October 17, 2023: City Council second reading
- November 7, 2023: City Council third reading

PUBLIC NOTICE:

A public hearing is required to establish impact fees per Wis. Stats. 66.0617. In order to amend the City's Land Division and Development Code, the City Council must perform three readings per municipal code. All required public hearing notices have been properly posted in compliance with state law.

RECOMMENDATION:

Staff recommends that Plan Commission recommend that the City Council approve the park impact fees included in the Impact Fee Needs Assessment and the associated changes in the City's Land Division and Development Code. Per the timeline above, additional public meetings will be held to gather additional input from the public and the City Council.

ATTACHMENTS:

- Draft Impact Fee Needs Assessment
- Draft Chapter 70 Land Division and Development Ordinance Amendments

DRAFT City of Fort Atkinson Land Division Ordinance Amendments

Document Key:

- Existing text in black
- Proposed new text in red underline

Section 70.04.03: Dedication or Reservation of Park and Public Lands

- (1) Dedication Requirement. Each developer shall be required to dedicate land or pay fees in lieu of land for park or other public uses (see Section 70.04.04). This requirement ensures that adequate open spaces and sites for public uses may be properly located and reserved. The cost of providing public areas, such as but not limited to, parks, open space and future public uses are equitably apportioned on the basis of additional need created by the development. The location of such land to be dedicated shall be determined by the Plan Commission at the time of Preliminary Plat, Condominium Plat, or initial Certified Survey Map or development review. Where the dedication is not compatible with the ~~C~~omprehensive ~~P~~lan, ~~O~~fficial ~~M~~ap, Comprehensive Outdoor Recreation Plan, or for other reasons is not feasible as determined by the Plan Commission, and as approved by the City Council, the developer shall, in lieu thereof, pay to the City a fee as established by Section 70.04.04 herein and the City's Fee Schedule, or a combination thereof. Artificial drainageways, detention basins, and areas reserved for streets shall not be considered as satisfying land dedication requirements. Naturally occurring drainageways, floodplains, and wetlands are desirable open space lands and, if appropriate, may be included in dedicated or reserved lands, but these lands may not count for more than 25% of the required total.
- (2) General Design. In the design of a subdivision, land division, planned unit development or development project, provision shall be made for suitable sites of adequate area for parks, playgrounds, trails, open spaces, and other public purposes. Such sites are to be shown on the Preliminary Plat, Final Plat, CSM, or Condominium Plat and shall comply with the Comprehensive Plan, or component of said Plan, Comprehensive Outdoor Recreation Plan, or ~~e~~Official ~~m~~Map. Consideration shall be given to the preservation of scenic and historic sites, and blending open space, trails, and recreational areas with existing natural features such as stands of trees, marshes, lakes, ponds, streams, watercourses, watersheds, ravines and woodlands, prairie and wetlands, floodplain, and plant and animal communities.
- (3) Site Reservations Required.
 - (a) Where the area proposed to be divided contains a park, playground, trail, open space or other public area which is shown upon the ~~C~~omprehensive ~~P~~lan, Comprehensive Outdoor Recreation Plan, or ~~O~~fficial ~~M~~ap of the City of Fort Atkinson is greater in area than required for dedication based on subsection (4) below, shall be dedicated to the proper public agency, or shall be reserved for acquisition through agreement or purchase, within a two-year period, unless extended by mutual agreement. If the land is not acquired

during this period, it shall be released to the subdivider.

- (b) Land dedication options include:
 - 1. Reservation or dedication to the City, County, or State.
 - 2. Donation to a nonprofit conservation organization.
 - 3. Conservation easement.
- (c) Open Space Preservation by deed restriction or restrictive covenant. Common open space to be preserved in perpetuity that is not dedicated, reserved, donated, or placed in an easement shall be protected by providing a deed restriction or restrictive covenant recorded with the Jefferson County Register of Deeds that prohibits any land division or development of said open space, except limited recreational amenities as approved by the agency or organization having jurisdiction.
- (d) Whenever a surface drainage course (unless exempted by the City Engineer), river, or stream is located in the area being divided, the developer shall provide a conservation easement along each side of the river, stream, or drainage course for the purpose of protecting the river, stream, or drainage course. The width shall be equal to the estimated 25-year flood event boundary.

- (4) Minimum Dedication. The developer shall dedicate sufficient land area to provide adequate park, playground, recreation and open space to meet the needs to be created by and to be provided for the land division, subdivision, condominium or comprehensive development in accordance with the Needs Assessment. ~~The minimum dedication shall be:~~

(a) Needs Assessment. For the purposes of the Dedication or Reservation of Park and Public Lands or the Park Impact Fees imposed under Section 70.04.04, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the land dedication and impact fees created under this Section and Section 70.04.04.

(b) Calculation of Land Dedication

1. The Land Dedication requirements shall be imposed on individual properties based upon the number of dwelling units to be developed on the parcel and, if necessary, the number of dwelling units per multi-family or senior unit. These estimations shall be based on the zoning of the parcel and any further binding and recorded limitations on development imposed on the parcel.

2. Land Dedication. The Land Dedication shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule.

- ~~(a) — One thousand (1,000) square feet per residential unit for all single-family lot and duplex development;~~
- ~~(b) — Seven hundred fifty (750) square feet per residential unit for all other multi-family dwelling units;~~
- ~~(c) — Four percent (4%) of the total acreage intended for commercial or industrial purposes;~~

- (~~ce~~) Combination of Residential Uses. Where a combination of residential ~~and/or commercial~~ uses is intended, the minimum dedication shall be the sum obtained by adding the dedication requirements for each intended use. Where a definite commitment is made to the City by the developer with respect to those portions of the total acreage intended for single-family, ~~two-family duplex~~, multifamily, ~~and senior and commercial~~ development, the dedication shall be based upon the maximum dedications which the zoning classification of the parcel will permit.
 - (~~de~~) Unknown Number of Dwelling Units. Where the plat, certified survey map, or condominium plat does not specify the number of residential dwelling units to be constructed, the land dedication shall be based upon the maximum number of units permitted by the City Zoning Ordinance.
 - (~~ef~~) In no case shall an area of less than one acre be reserved for recreational purposes if it will be impractical or impossible to secure additional lands to increase its area.
 - (~~fg~~) Limitations: A subdivider shall not be required to dedicate more than one-third (1/3) of the total area of the plat to meet the objectives of this Section.
- (5) Access to Dedicated Land. All dedicated land shall have frontage on a public street and shall have unrestricted public access of twenty (20) feet in minimum width with a five-foot walkway and one (1) nine-foot paved entrance. This requirement may be waived by the Plan Commission if there is no need for a paved entrance or access is available from adjacent public lands or a publicly dedicated trail.
- (6) Deeded to the City. Land dedicated for public purposes shall be deeded to the City at the time the Final Plat, CSM, or Condominium Plat is approved. Land dedication can be accomplished by the Final Plat or CSM, or by separate document. Land dedication must be accomplished by separate document relative to a Condominium Plat. Any special restrictions or provisions shall be noted on the plat, CSM, or separate document.
- (7) Appeals. See Section 70.13.03.

Section 70.04.04 ~~Park Development~~ Fees in Lieu of Land Dedication and Park Improvement Impact Fees.

- (1) Introduction and Purpose: Pursuant to the authority of Sec. 236.45, Wis. Stats., the local development fees enabling legislation, the purpose of this Section is to establish the mechanism for the imposition of fees in lieu of land dedication as an alternative to or in combination with Section 70.04.03 to finance the capital costs of acquiring public park facilities. The purpose of this Section is also to establish park improvement impact development fees to finance the capital costs of ~~acquiring~~, establishing, upgrading, expanding, and constructing public park facilities which are necessary to accommodate future growth and land development. This Section is intended to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide public park facilities within the City and its service areas, as they

are required to serve the needs arising out of land development.

- (2) Definitions. In addition to the definitions provided for in Wis. Stat. § 66.0617(1), as amendment, as applied in this Ordinance, the following words and terms shall be used:
- (a) Development or redevelopment shall mean the construction or modification of improvements to improved or unimproved real property that creates additional residential dwelling units.
 - (b) Dwelling unit or residential dwelling unit means one or more rooms with provisions for living, cooking, sanitary, and sleeping facilities arranged for residential use by a single housekeeping unit.
- (3) ~~Use of Park Development Fees~~Impact Fees. In response to new and future development and population generating demands for new City parks and park infrastructure, the City Council hereby establishes Park Impact Fees city-wide as the mechanism to equitably require all developments to pay for the costs that are necessary to accommodate the development. The Park Impact Fees shall include both a Fee in Lieu of Land Dedication and Park Improvement Impact Fee. Funds collected from Park Impact Fees shall be used solely for the purpose of paying the proportionate costs to provide land for public parks and improvements of land for public parks that become necessary due to land development.
- (a) The Fee In Lieu of Land Dedication shall be the mechanism to equitably require all development to pay for public acquisition of land for parks to accommodate development. This fee is an alternative to or in combination with the Dedication or Reservation of Park and Public Lands as described in Section 70.04.03. Where, at the sole discretion of the Plan Commission, there is no land suitable for parks, open space or trails within the proposed land division or the dedication of land would not be compatible with the City's Comprehensive Plan, Comprehensive Outdoor Recreation Plan, or Official Map, the minimum size under Section 70.04.03(4) cannot be met, or the Plan Commission determines that a cash contribution would better serve the public interest, the Plan Commission shall require the subdivider to contribute a fee in lieu of land dedication.
 - (b) The Park Improvement Impact Fee shall be the mechanism to equitably require all development to pay for necessary infrastructure in City parks to accommodate the development.

~~Funds collected from park development fees shall be used solely for the purpose of paying the proportionate costs to provide public parks that become necessary due to land development.~~

- (3) ~~Park Development Fee in Lieu of Land Dedication: Where, at the sole discretion of the Plan Commission, there is no land suitable for parks, open space or trails within the proposed land division or the dedication of land would not be compatible with the City's comprehensive plan or official map, the minimum size under Section 70.04.03(4) cannot be met, or the Plan Commission determines that a cash contribution would better serve the public interest, the Plan Commission shall require the subdivider to contribute a Park and Recreation Development Fee in lieu of land.~~

~~The fee shall be established by resolution by the City Council. Residential fees shall be determined by residential unit and Commercial/Industrial fees shall be determined by acreage.~~

- (4) Time of Payment. Park ~~Impact-Development~~ Fees shall be payable by the developer or property owner to the City in full upon the issuance of a building permit for a residence by the municipality, except where Section 66.0617(6)(g) of the Wisconsin Statutes applies.
- (5) Park Fund for Fees Collection: Funds paid to the City under ~~this Section the payment of fees in lieu of land dedication provisions~~ are to be placed in a separate account designated for park and public land acquisition and improvement. Said account shall be a continuing account and shall not lapse at the end of a budget period.
- (6) Needs Assessment. For the purposes of the Park Impact Fees imposed under this Section and Dedication or Reservation of Park and Public Lands under Section 70.04.03, a Parks Needs Assessment has been prepared on a city-wide basis and is available for inspection at the Clerk's Office. The Needs Assessment provides the rationale and basis for the impact fees and land dedication created under this Section and Section 70.04.03.

(7) Calculation of Impact Fees

- (a) The Park Impact Fees shall be imposed on individual properties based upon the number of dwelling units to be developed on the parcel and, if necessary, the number of dwelling units per multi-family and senior unit. These estimations shall be based on the zoning of the parcel and any further binding and recorded limitations on development imposed on the parcel.
- (b) Fee In Lieu of Land Dedication. The Fee In Lieu of Land Dedication shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule.
 - 1. In the event that the City collects the entirety of the land dedication requirement per Section 70.04.03, there is no additional fee in lieu of land dedication requirement.
 - 2. In the event that the City imposes only a portion of the land dedication requirement per Section 70.04.03 and such land does not fulfill the entirety of the land dedication requirement, a fee in lieu of land dedication shall be paid by the developer for the balance of the requirements as specified in Section 70.04.03. The fee, in such cases, shall be determined by subtracting the credited value of the dedicated land from the total fee which would have been imposed had no land been dedicated by the developer.
 - 3. In the event that the City does not impose a land dedication requirement per Section 70.04.03, a fee in lieu of land dedication shall be paid by the developer to meet all requirements as specified in Section 70.04.03.
- (c) Park Improvement Fee. The Park Improvement Fee shall be made in accordance with this Section and the Needs Assessment in the amount as specified in the City's Fee Schedule.

~~The Park Commission may, in its sole discretion, permit the subdivider to satisfy the~~

~~requirements of this Article by combining a land dedication with a fee payment. For example, if a land dedication of twenty five percent (25%) of the required dedication is made, the subdivider shall also contribute an amount equal to seventy five percent (75%) of the required per unit fee in lieu of land. If a land dedication of fifty percent (50%) of the required dedication is made, the subdivider shall also contribute an amount equal to fifty percent (50%) of the required per unit fee in lieu of land. If a land dedication of seventy five percent (75%) of the required dedication is made, the subdivider shall also contribute an amount equal to twenty five percent (25%) of the required per unit fee in lieu of land.~~

- ~~(87)~~ Exemptions. Where a lot or parcel for which payment has once been made is further divided, payment shall be required only for the additional lots or parcels created, at the time of the building permit issuance for the new dwelling unit.
- ~~(98)~~ Development of Parks and Public Land. The improvement requirements for developing parks and public land are specified in Section 70.11.09.
- ~~(10)~~ Appeals. See Section 70.13.03.
- ~~(11)~~ Refunds. Any funds subject to a refund may be obtained upon application of the then-current owner of record, who shall be entitled to return of the original Park Impact Fee paid. The owner of record must submit a written application for a refund to the City Clerk within 180 days after the expiration of the applicable statutory time as prescribed in Wis. Stat. § 66.0617(9).
- ~~(12)~~ Deferral. If the total amount of impact fees due for a development shall be more than \$75,000, a developer may defer payment of the impact fees for a period of four years from the date of issuing the building permit or until six months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this subsection (12), the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality.
- ~~(13)~~ Accounting. At the time the municipality collects an impact fee, it shall provide the developer from which it received the fee an accounting of how the fee will be spent. The City Council shall place any fee collected pursuant to the provisions of Subsection (7)(b) in a separate interest-bearing, segregated fund to be used for land acquisition of adequate park, playground, recreation, athletic fields, and open space. The City Council shall place any fee collected pursuant to the provisions of this Subsection (7)(c) in a separate, interest-bearing, segregated fund to be used for recreation facilities improvements. The collected fees shall be utilized to construct park facilities for the plat, survey, or development.

Draft

**City of Fort Atkinson
Parkland Dedication, Fee In Lieu of Land
Dedication, and Impact Fee
Needs Assessment
Date: August 25, 2023**

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SECTION 1: INTRODUCTION

The purpose of this document is to evaluate and update the City's current park fees under Wisconsin Statute, Chapter 66, Section 66.0617 Impact Fees and its fee in lieu of land dedication under Wisconsin Statute, Chapter 236, Section 236.45 Local Subdivisions Requirements.

This document is intended to be utilized in conjunction with the City of Fort Atkinson's 2023-2028 Comprehensive Outdoor Recreation Plan (CORP), and any subsequent updates that may be made to this plan. The CORP provides the full Inventory of existing facilities, including deficiencies and identification of new public facilities. It also sets the City's recommended standard for parkland provided per 1,000 residents over the next decade. Finally, the CORP identifies the need for this report and corresponding amendments to the City's Land Division Ordinance in relationship to parkland dedication, fee in lieu of parkland dedication, and park impact fees.

Impact fees are needed to assist in financing the capital costs associated with trails and park facility improvement and development. The parkland dedication and fee in lieu of land dedication is needed to assist in acquisition of suitable land for public parks or financing the acquisition or initial improvement of land for public parks.

Per state statutes, impact fees may be used to finance the capital costs of constructing highways and other transportation facilities, sewage treatment facilities, storm and surface water handling facilities, water facilities, parks, playgrounds, and land for athletic fields, solid waste and recycling facilities, fire and police facilities, emergency medical facilities, and libraries. "Capital costs" means the costs to construct, expand or improve public facilities, including the cost of land. Up to ten percent of capital costs can be for related legal, engineering, and design costs. "Capital costs" does not include other noncapital costs to construct, expand or improve public facilities; vehicles; or the costs of equipment to construct, expand or improve public facilities.

All monies collected from fee revenues, and interest earned thereon, imposed via impact fees shall be used for the purpose of paying the proportionate costs of providing public parks, playgrounds, open spaces, and athletic fields. In addition to those purposes, this revenue can be used for supporting the expansion or improvement of recreation facilities that may become necessary because of increased land development and population within the City.

The City currently employs a land dedication requirement and fee in lieu of land dedication requirement (70.04.03 and 70.04.04):

FIGURE 1.0: CITY OF FORT ATKINSON EXISTING LAND DEDICATION AND FEE IN LIEU STANDARDS

Development Type	Requirement
Land Dedication	
Single-Family and Two Family	1,000 sf/du
Multi-Family	750 sf/du
Commercial and Industrial	4% of total land area
Fee In Lieu of Land Dedication	
All Development Types	\$1,600/unit or 8% or Raw Land

No park improvement or impact fee is currently employed by the City of Fort Atkinson.

As documented below, the City expects to experience population growth through 2045. Planning responsibly for new growth within a community is one of many challenges facing local governments. Effective accommodation of this development requires the construction and upgrade of public facilities and infrastructure to serve new residents, as well as additional parkland to accommodate growth.

It is common that during the construction and upgrade of public infrastructure, many residents and businesses that will occupy the newly developed areas of the community may not yet be present. The

purchase of land and the development of land often precedes the occupation of the property. While this may be an obvious fact, it holds important consequence for the public financing of new development. In order to apportion the public costs of new development fairly and responsibly, some measure must be undertaken to ensure that the entire cost of accommodating new development is not born solely by the current residents of the municipality. One such measure to accomplish this goal is the use of impact fees and a fee-in-lieu of land dedication to offset the initial cost to local taxpayers of satisfying the additional demand on the public infrastructure and parkland.

Updates to this report should be made on a regular basis taking into consideration adjustments needed to construction costs, raw land costs, and changes in growth and/or other assumptions that are incorporated into the fee calculations. It is recommended that the City of Fort Atkinson update this report every 5 years, at a minimum.

SECTION 2: STATUTORY REQUIREMENTS

Wisconsin's Impact Fee Statute 66.0617 prescribes the types of public infrastructure for which an impact fee may be charged, the costs that may be included in developing an impact fee, as well as the obligations on the part of the issuing municipality prior to and subsequent to the fee being charged. In addition, if a municipality charges a fee in lieu of land dedication in accordance with Wisconsin State Statute 236.45(6) (am), the municipality must follow the procedures under s. 66.0617 (3) to (5) and meet the requirements under s. 66.0617 (6) to (10). This report serves to provide the data and analysis required by state statutes to form the basis of imposing parkland dedication, fee in lieu of parkland dedication, and park impact fees in the City of Fort Atkinson.

Portions of each required element were derived from and can be referenced in the City's CORP, this report, and the Land Division Ordinance (Chapter 70).

Public Facilities Needs Assessment

- Inventory of existing facilities, including deficiencies
- Identification of new public facilities
- Estimated (or actual) capital cost of new facilities
- Effect of recovering capital costs on affordable housing
- Available for public inspection and copying in the office of the clerk

Impact Fee Standards

- Rational relationship to the need for new facilities
- Proportionality
- Actual costs or reasonable estimates
- Net of other charges
- Net of grants
- Must exclude improvements to address deficiencies
- May not include expenses for operation or maintenance of a public facility
- Payable by the developer or property owner to the City in full upon the issuance of a building permit by the City

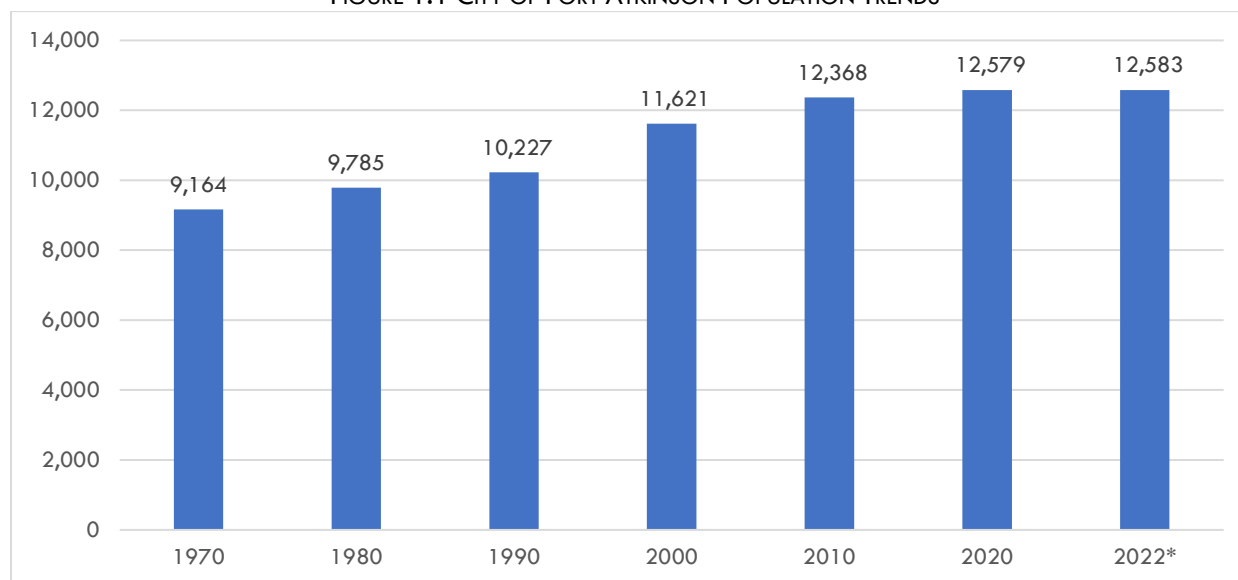
Accounting Requirements:

- Use of funds restricted
- Subject to refund
- Specify appeal process

SECTION 3: EXISTING CONDITIONS AND PROJECTIONS

The City of Fort Atkinson experienced periods of moderate population growth and other periods of stagnant population change between 1970-2022. Like many communities across Jefferson County, only very minimum population growth has occurred over the last decade.

FIGURE 1.1 CITY OF FORT ATKINSON POPULATION TRENDS



*Source: WisDOA, 2022 Population Estimates.

Source: U.S. Census Bureau, 1970-2020 Census.

FIGURE 1.2 CITY OF FORT ATKINSON POPULATION CHANGE PER DECADE

1970-1980	1980-1990	1990-2000	2000-2010	2010-2022*
7%	5%	14%	6%	2%

*Source: WisDOA, 2022 Population Estimates.

Source: U.S. Census Bureau, 1990-2020 Census.

Since the market has fluctuated over the past 50 years, it is important to factor in multiple projection scenarios to account for the various outcomes that could occur in the future. Six different population projection scenarios for the City through the year 2045 were calculated and compared.

These projections were derived using a variety of methodologies:

- **Linear Growth Rate 1990-2022, 2000-2022, 2010-2022.** This set of projections were calculated using the average annual population change over the time period and projecting that rate forward to 2045. The average annual population change for the various time periods ranged from 18 to 74 new residents per year.
- **Compounded Percentage Rate 1990-2022, 2000-2022, and 2010-2022.** These estimations are determined utilizing the annual average percentage change over the time period and extrapolating that rate forward to 2045. The average annual percentage change for the three time periods ranged from 0.1%-0.7% annual growth.

Based upon these scenarios, the City's population is projected to be between 12,995-14,276 in the year 2045. For the purposes of this report, the City will utilize the Compounded Growth scenario from 2000-2022. This approach factors in population growth pre- and post-Great Recession. Market conditions, regional growth, and City's policies will influence the actual rate of population growth.

FIGURE 1.3 CITY OF FORT ATKINSON POPULATION PROJECTIONS

	2022*	2025	2030	2035	2040	2045	2022-2045	
							# Change	% Change
Linear Growth 1990-2022 (1)	12,583	12,804	13,172	13,540	13,908	14,276	1,693	13%
Linear Growth 2000-2022 (1)	12,583	12,714	12,933	13,151	13,370	13,589	1,006	8%
Linear Growth 2010-2022 (1)	12,583	12,637	12,726	12,816	12,906	12,995	412	3%
Compounded Growth 1990-2022 (2)	12,583	12,857	13,326	13,813	14,317	14,840	2,257	18%
Compounded Growth 2000-2022 (2)	12,583	12,726	12,967	13,213	13,463	13,718	1,135	9%
Compounded Growth 2010-2022 (2)	12,583	12,638	12,730	12,822	12,915	13,009	426	3%

*Source: WisDOA, 2022 Population Estimates.

Source: U.S. Census Bureau, 1990-2020 Census.

1. Extrapolated based on the average annual population change over the given years.

2. Extrapolated based on the average annual percent change over the given years.

In 2021, there were 5,305 total households in the City of Fort Atkinson. Based on the population projections above (Compounded Growth 2000-2022), the total number of projected future households was calculated. It is projected that in 2033, there will be 5,543 total households in Fort Atkinson or an increase of 238 between 2021-2033. This estimate was calculated using the total projected population difference between 2022-2033 (531) and multiplying that by WisDOA's projected household size for the City in 2030 (2.23 persons per household).

SECTION 4: PARKLAND DEDICATION AND FEE IN LIEU OF LAND DEDICATION

Based on a projected growth of 531 residents by the year 2033, applied to the City's projected need of 8 acres of new parkland per 1,000 residents (per the City's adopted Comprehensive Outdoor Recreation Plan), the City would need to spend a minimum of \$168,000 in 2023 dollars for park land acquisition. Assuming the addition of 238 households, a fee-in-lieu of land dedication of \$741 per new single-family and two-family unit, \$556 per multi-family unit, and \$296 per senior unit would meet this demand.

The alternative dedication of 769 square feet per single-family and two-family unit, 577 square feet per multi-family unit, or 307 square feet per senior unit would satisfy the projected demand, if land dedication were preferred. However, any future land dedication must be suitable for the development of a neighborhood or community park. The City will continue to accept conservancy areas as donations to the park system; but these lands will not count toward this land dedication calculations. The process for arriving at these calculations is described in detail below.

Figure 1.4 shows the methodology used to generate the parkland dedication and fee in lieu of parkland dedication. Multi-family unit calculations are 75% of the single-family and two-family unit calculations to mirror the percentage difference associated with the existing standards and to reflect the higher density (more units per acre) that are yielded from a multi-family configuration in comparison to a single-family or two-family configuration. Senior unit calculations are 40% of the single-family and two-family unit calculations due to the lower associated impacts of serving this population with developed park space verses other unit types.

Single-family and two-family units are defined as those meeting the definitions of Single-Family, Mobile Home, Duplex, Twin House, or Two Flat in the City's Zoning Ordinance (Section 15.03.06(1)-(7)). Multi-Family units are defined as those meeting the definitions of Townhouse, Multiplex, Apartment, Apartments with Limited Commercial, Mixed Use Building, or Live/Work Building in the City's Zoning Ordinance

(Section 15.03.06 (8)-(10) and Section 15.03.08 (1)-(3)). Senior units are defined as those meeting the definition of age restricted to persons over fifty-five (55) years of age.

Boarding House Living Arrangements and Community Living Arrangements as defined in the City's Zoning Ordinance (Section 15.03.06(12)-(13)) are exempt from parkland dedication, fee in lieu of land dedication, and park impact fees. Additionally, any other form of Institutional Residential, outside of senior units as described above, meeting the definitions in Section 15.03.13(7) of the City's Zoning Ordinance are exempt from parkland dedication, fee in lieu of land dedication, and park impact fees.

FIGURE 1.4: PROJECTED PARKLAND DEDICATION AND FEE-IN-LIEU OF LAND DEDICATION

Calculation	Value
A Projected Population Growth in 2033	531 residents
B Projected Household Growth in 2033	238 households
C Acres Needed in 2033 to Satisfy 8 Acres/1,000 Residents*	4.2 acres
D Land Dedication Requirement per HH (Row C/Row B)	0.01765
E Estimated Unimproved Vacant Land Cost Per Acre in the City of Fort Atkinson (see Row F in Figure 1.5)	\$40,000
F Projected Cost of land acquisition (Row C*Row E)	\$168,000
G Legal, Engineering, and Design Costs (Row F*5%)	\$8,400
H Total Land Acquisition Costs (Row F + Row G)	\$176,400
I Fee-in-lieu of Land Dedication per Single-Family or Two-Family Dwelling Unit (Row H/Row B)	\$741
J Land Dedication per Single-Family or Two-Family Dwelling Unit (Row D*43,560)	769 square feet
K Fee-in-lieu of Land Dedication per Multi-Family Dwelling Unit (Row H/Row B*75%)	\$556
L Land Dedication per Multi-Family Dwelling Unit (Row D*43,560*75%)	577 square feet
M Fee-in-lieu of Land Dedication per Senior Dwelling Unit (Row H/Row B*40%)	\$296
N Land Dedication per Senior Dwelling Unit (Row D*43,560*40%)	307 square feet

*Per the City of Fort Atkinson Comprehensive Outdoor Recreation Plan and Comprehensive Plan, the City's established level of service standard is 8 acres of parkland per 1,000 residents. Applying that standard to the projected household population growth above (531 residents), the City would anticipate a need for an additional 4.2 acres of parkland to maintain the intended level of service standard.

FIGURE 1.5: EXAMPLE RESIDENTIAL DEVELOPMENT LAND AND UTILITY COST ANALYSIS

Calculation	Value
A Example Land Area	40 Acres
B Housing Units Per Acre (Comprehensive Plan Recommendation)	4.5
C Projected Total Units (Row A*Row B)	180
D Average Residential Neighborhood Infrastructure Cost Per Unit*	\$40,000
E Projected Total Infrastructure Cost (Row C*Row D)	\$7,200,000
F Estimated Unimproved Vacant Land Cost Per Acre in the City of Fort Atkinson**	\$40,000
G Projected Total Land Costs (Row A*Row F)	\$1,600,000
H Total Example Residential Neighborhood Development Cost (Row G+H)	\$8,800,000
I Total Example Residential Neighborhood Development Cost Per Unit (Row G/Row C)	\$48,889

*Infrastructure costs are based on real subdivision bids derived from other similar sized southeastern Wisconsin communities in 2022. (Source: V&A, 2023)

**Estimated land costs per acre are based on a comparison of recent sales of ready-to-build residential lots and undeveloped, raw land sold for residential development in the City of Fort Atkinson. (Source: Jefferson County Register of Deeds, 2023)

SECTION 5: ESTIMATED COST PROJECTIONS FOR FUTURE PARK IMPROVEMENTS

Each new park should have a minimum amount of playground equipment and recreational opportunities available. The cost of certain playground equipment varies with the age range of the intended users and the park type. Assumed park improvement costs associated with neighborhood and community parks based on actual park infrastructure bids are provided below in Figure 1.6. This analysis shows what would be required to cover the costs associated with improvements. However, it should be noted that this figure is approximate and subject to significant change associated with economic fluctuations and the rapid variation in material costs experienced over the past three years. As such, a 10% inflation estimate was added to the figure to account for infrastructure cost variability overtime.

FIGURE 1.6: PROJECTED IMPROVEMENTS BY PARK TYPE

		Neighborhood	Community
A	Pavilion with Restrooms	-	\$650,000 (1)
B	Small Open-Air Shelter	\$35,000 (1)	-
C	Playground	\$150,000 (Small)	\$300,000 (Large)
D	Seating/Picnic/Rest Area	\$5,000 (Small)	\$15,000 (Large)
E	Little League Baseball Field		\$200,000 (1)
F	Sport Court (Basketball, Pickleball, or Tennis without lights)	\$100,000 (2)	\$300,000 (6)
G	Full Sized Soccer/Play Field (without lights)	\$100,000 (1)	\$400,000 (4)
H	Sidewalks and Bike/Walking Path	\$100,000 (1)	\$300,000 (1)
I	Signage	\$5,000 (1)	\$15,000 (1)
J	Miscellaneous Landscaping and Lighting	\$20,000 (1)	\$50,000 (1)
K	Site Work	\$75,000	\$300,000
L	Parking Lot	\$24,000 (12 stalls)	\$96,000 (48 stalls)
M	Total Cost of Facilities (Sum of Row A-L)	\$614,000	\$2,626,000
N	Typical Park Size (Based on NRPA Standards)	5 acres	20 acres
O	Total Facilities Costs per Acre (Row M/Row N)	\$122,800	\$131,300
P	Prioritized Development of Each Park Type (Assumed Equal Priority)	50%	50%
Q	Average Improvement Cost Per Acre (Row O*Row P)	\$127,050	
R	Average Improvement Cost Per Acre Plus 10% Inflation	\$139,755	

Source: V&A, 2023

Figure 1.7 combines the projected park improvement costs (above) with the community's projected population and households to calculate a projected improvement cost per dwelling unit type.

FIGURE 1.7: PROJECTED RECREATION FACILITIES FEE

Calculation	Value
A Projected Additional Population in 2033 (Figure 1.4)	531
B Projected Additional Dwelling Units in 2033 (Figure 1.4)	238
C Calculated Additional Acres Needed (Figure 1.4)	4.2
D Average Park Improvement Cost per Acre Estimate (Figure 1.6)	\$139,755
E Projected Cost of Improvements (Row C*Row D)	\$589,971
F Calculated Improvement Cost per Single-Family or Two-Family Dwelling Unit (Row E/Row B)	\$2,466
G Calculated Improvement Cost per Multi-Family Dwelling Unit (Row E/Row B*75%)	\$1,850
H Calculated Improvement Cost per Senior Dwelling Unit (Row E/Row B*40%)	\$987

Potential additional costs associated with developing a new park also include road and utility improvements. Figure 1.8 illustrates those costs. However, these costs have not been included within this analysis to calculate park improvement costs. This methodology was used because road and utility infrastructure could be installed by the developer, another City source beyond park impact fees, or some combination thereof. Additionally, a new park could be configured in a variety of ways in which these costs may not be directly applicable to the development of the park itself. Due to these unknown variables, the road and utility costs are provided as reference to another potential park development cost that should be recognized as part of this analysis, but was not utilized in the calculated impact fees throughout this document.

FIGURE 1.8: ROAD AND UTILITIES IMPROVEMENTS CALCULATION

Calculation		Neighborhood	Community
A	Typical Park Size (Based on NRPA Standards) in Acres	5	20
B	Typical Park Size in Square Feet (Row A*43,560)	217,800	871,200
C	Conceptual Road Frontage on Two Sides in Linear Feet ($\sqrt{\text{Row B} \times 2}$)	933	1,867
D	Road and Utilities Improvement Cost per Linear Foot	\$750	\$750
E	Parkland Portion (Half) of Road and Utilities Improvement Cost per Linear Foot	\$375	\$375
F	Road and Utilities Improvement Cost for Typical Park (Row E*Row C)	\$350,018	\$700,036
G	Road and Utilities Improvement Cost per Acre for Typical Park (Row F/Row A)	\$70,004	\$35,002

Source: V&A, 2023

SECTION 6: TOTAL IDENTIFIED MAXIMUM IMPACT FEES

The purpose of this analysis is to provide a methodology for how impact fees are calculated. Impact fees are not imposed upon existing residents and are only required for new construction of housing units in the City. In instances where development has dedicated lands, it will only be necessary to collect the improvement costs. However, where land dedication does not take place, the total identified impact fee should be imposed.

FIGURE 1.9 SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT TOTAL IDENTIFIED IMPACT FEES

Per Dwelling Unit	
Identified Maximum Land Dedication (Figure 1.4)	769 square feet
Identified Maximum Fee in Lieu of Land (Figure 1.4)	\$741
Identified Maximum Improvement Fee (Figure 1.7)	\$2,466
Total Identified Maximum Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$3,207

FIGURE 1.10 MULTI-FAMILY DEVELOPMENT TOTAL IDENTIFIED IMPACT FEES

Per Dwelling Unit	
Identified Maximum Land Dedication (75% of Figure 1.4)	577 square feet
Identified Maximum Fee in Lieu of Land (75% of Figure 1.4)	\$556
Identified Maximum Improvement Fee (75% of Figure 1.7)	\$1,850
Total Identified Maximum Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$2,406

FIGURE 1.11 SENIOR RESIDENTIAL DEVELOPMENT TOTAL IDENTIFIED IMPACT FEES

Per Dwelling Unit	
Identified Maximum Land Dedication (40% of Figure 1.4)	307 square feet
Identified Maximum Fee in Lieu of Land (40% of Figure 1.4)	\$296
Identified Maximum Improvement Fee (40% of Figure 1.7)	\$987
Total Identified Maximum Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$1,283

SECTION 7: RECOMMENDED IMPACT FEE

The City of Fort Atkinson recognizes that the models used in Section 4, 5, and 6 provide the maximum for which park impact fees may be established. However, in further analyzing the projected parkland provided today by the City and what will be needed over the next decade to reflect the adopted Comprehensive Outdoor Recreation Plan, a modified calculation has been produced. This recommended calculation and park impact fee more accurately represent the future needs of the community based on projected population increase, development potential, and the anticipated need of one new Neighborhood Park during that time period. The fees as illustrated shall be used as part of fee schedule for the City of Fort Atkinson.

FIGURE 1.12: PROJECTED IMPROVEMENTS BY PARK TYPE

		Neighborhood
A	Playground	\$150,000 (Small)
B	Seating/Picnic/Rest Area	\$5,000 (Small)
C	Sidewalks and Bike/Walking Path	\$50,000
D	Signage	\$5,000
E	Miscellaneous Landscaping and Lighting	\$20,000
F	Site Work	\$30,000
G	Total Cost of Facilities (Sum of Row A-F)	\$260,000
H	Typical Park Size (Based on NRPA Standards)	5 acres
I	Total Facilities Costs per Acre (Row G/Row H)	\$52,000
J	Average Improvement Cost Per Acre Plus 10% Inflation	\$57,200

Source: V&A, 2023

FIGURE 1.13: PROJECTED RECREATION FACILITIES FEE

Calculation		Value
A	Projected Additional Population in 2033 (Figure 1.4)	531
B	Projected Additional Dwelling Units in 2033 (Figure 1.4)	238
C	Calculated Additional Acres Needed (Figure 1.4)	4.2
D	Average Park Improvement Cost per Acre Estimate (Figure 1.12)	\$57,200
E	Projected Cost of Improvements (Row C*Row D)	\$240,240
F	Calculated Improvement Cost per Single-Family or Two-Family Dwelling Unit (Row E/Row B)	\$1,009
G	Calculated Improvement Cost per Multi-Family Dwelling Unit (Row E/Row B*75%)	\$757
H	Calculated Improvement Cost per Senior Dwelling Unit (Row E/Row B*40%)	\$404

FIGURE 1.14 SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT TOTAL RECOMMENDED IMPACT FEES

Per Dwelling Unit	
Recommended Land Dedication (Figure 1.4)	769 square feet
Recommended Fee in Lieu of Land (Figure 1.4)	\$741
Recommended Improvement Fee (Figure 1.12)	\$1,009
Total Recommended Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$1,750

FIGURE 1.15 MULTI-FAMILY DEVELOPMENT TOTAL RECOMMENDED IMPACT FEES

Per Dwelling Unit	
Recommended Land Dedication (75% of Figure 1.4)	577 square feet
Recommended Fee in Lieu of Land (75% of Figure 1.4)	\$556
Recommended Improvement Fee (75% of Figure 1.12)	\$757
Total Recommended Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$1,313

FIGURE 1.16 SENIOR RESIDENTIAL DEVELOPMENT TOTAL RECOMMENDED IMPACT FEES

	Per Dwelling Unit
Recommended Land Dedication (40% of Figure 1.4)	307 square feet
Recommended Fee in Lieu of Land (40% of Figure 1.4)	\$296
Recommended Improvement Fee (40% of Figure 1.12)	\$404
Total Recommended Impact Fee (Fee in Lieu of Land + Improvement Fee)	\$700

SECTION 8: IMPACT ON HOUSING COSTS

Wisconsin Statutes 66.0617(4)(a)(3) requires estimating the effect of imposing park impact fees on housing costs within the municipality. The following assumptions were made in this analysis:

- Costs of the monthly mortgage payment are no more than 30 percent of a household's gross income
- Homeowners borrow no more than 3 times the City of Fort Atkinson's median household income for a home mortgage (which in 2021 was \$67,163 according to 2017-2021 U.S. Census American Community Survey data)
- Homeowners would make a minimum down payment of 5 percent of the total home cost
- A new developer would mortgage the new multi-family development for 30 years and spread the costs over that time period onto residents

The median value of an owner-occupied housing unit with a mortgage in Fort Atkinson in 2021 was \$171,300 (according to 2017-2021 U.S. Census American Community Survey data). This would equate to an approximate \$920 monthly mortgage payment. Additionally, according to U.S. HUD data for 2022 (Figure 1.17), the median family income in Jefferson County was \$95,900, which is approximately a median affordable home price of \$287,700 (3 times median family income). A \$287,700 mortgage would cost approximately \$1,544 a month in payments.

Using the City of Fort Atkinson's median household income in 2021 (\$67,136), if someone is spending 3 times that income for a home mortgage, and making a 5 percent down payment, then a median house in Fort Atkinson costs approximately \$211,563. This would equate to a typical monthly mortgage payment of \$1,082.

Fees for parkland acquisition and park improvements impact housing costs. When adding the recommended park impact fee of \$1,750 for single-family and two-family units (Figure 1.14), the mortgage amount would increase to \$213,313. Assuming the same 30-year mortgage at an interest rate of 5 percent, the monthly mortgage payment would increase to \$1,145 per month. This increase in monthly mortgage payments due to the imposition of the identified park impact fee is \$63 per month.

The median monthly rent in Fort Atkinson in 2021 is \$904 (2017-2021 U.S. Census American Community Survey). The median income for renter-occupied households in the City of Fort Atkinson is \$34,956 in (2017-2021 U.S. Census American Community Survey). For a renter spending less than 30% of their income on rent, the median "affordable" rent for a renter-occupied household is \$874. This equates to a \$30 existing gap between the median rent and median affordable rent in Fort Atkinson.

Fees for parkland acquisition and park improvements also impact rental costs. The recommended park impact fee is \$1,313 for multi-family units (Figure 1.15). When assuming a developer would mortgage the new multi-family development for 30 years and spread the costs over that time period onto residents, the monthly increase to rent equals \$4 per month, increasing the rent to \$908 per month.

Therefore, using the assumptions for median owner- and renter-occupied housing units in the City of Fort Atkinson, park fees would have some impact on the cost of housing.

FIGURE 1.17 MEDIAN FAMILY INCOMES AND AFFORDABLE HOME PRICES, JEFFERSON COUNTY

Jefferson County					
Median Family Area Income (AMI)	\$95,900				
Median Affordable Home Price	\$287,700				
Incomes	Persons Per Household				
	1	2	3	4	5
Low Income (80% of AMI)	\$52,300	\$59,750	\$67,200	\$74,650	\$80,650
Very Low Income (50% of AMI)	\$32,700	\$37,350	\$42,000	\$46,650	\$50,400
Extremely Low Income (30% of AMI)	\$19,600	\$22,400	\$2,500	\$30,000	\$35,140
Affordable Home Prices	1	2	3	4	5
Low Income (80% of AMI)	\$156,900	\$179,250	\$201,600	\$223,950	\$241,950
Very Low Income (50% of AMI)	\$98,100	\$112,050	\$126,000	\$139,950	\$151,200
Extremely Low Income (30% of AMI)	\$58,800	\$67,200	\$7,500	\$90,000	\$105,420

Source: U.S. HUD, 2023. Affordable home prices use an annual income multiplier of 3 (best practice debt to income ratio).

SECTION 9: APPENDIX

As shown below, parkland dedication, fee in lieu of parkland dedication, and park impact/improvement fees are common amongst communities across Wisconsin and in Jefferson, Dodge, Dane, Walworth, and Waukesha counties. These figures vary by municipality, but the table below provides a summary of comparable communities in the region and the approach each takes.

FIGURE 1.18 NEIGHBORING COMMUNITY COMPARISON

Municipality	2022 Population	Existing Parkland Dedication	Existing Fee In Lieu of Parkland Dedication	Existing Park Impact or Improvement Fee
City of Fort Atkinson	12,583	<ul style="list-style-type: none"> 1,000 SF per single-family or duplex unit 750 per multi-family unit 4% of total acreage for commercial or industrial property 	<ul style="list-style-type: none"> \$1,600/unit or 8% of raw land value 	<ul style="list-style-type: none"> None
City of Beaver Dam	16,727	<ul style="list-style-type: none"> 5% of land area 	<ul style="list-style-type: none"> \$250 per R1 lot, R2 unit, or three-bedroom multifamily unit \$200 per two-bedroom multifamily unit \$100 per one bedroom/efficiency multifamily unit 	<ul style="list-style-type: none"> None
City of Cambridge	1,708	<ul style="list-style-type: none"> 1,423 SF per unit 	<ul style="list-style-type: none"> \$733 per unit 	<ul style="list-style-type: none"> \$791 per unit
City of Columbus	5,530	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None
City of Edgerton	5,997	<ul style="list-style-type: none"> 1,437 SF per unit 	<ul style="list-style-type: none"> \$1,040 per unit 	<ul style="list-style-type: none"> \$2,693 per unit
City of Elkhorn	10,317	<ul style="list-style-type: none"> 1,045 SF per unit 	<ul style="list-style-type: none"> \$535 per unit 	<ul style="list-style-type: none"> \$874 per single-family unit \$681 per multi-family unit
City of Jefferson	7,747	<ul style="list-style-type: none"> 2,000 SF per unit, or a minimum of 2 acres in total 	<ul style="list-style-type: none"> Based on a contribution equivalent to the land requirement 	<ul style="list-style-type: none"> \$600 per institutional residential unit \$1,000 per all other dwelling units
Village of Johnson Creek	3,402	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> \$1,152 per unit
City of Lake Mills	6,452	<ul style="list-style-type: none"> 1,740 SF per unit 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> None
City of Milton	5,710	<ul style="list-style-type: none"> 5% of land area 	<ul style="list-style-type: none"> 3% equalized value of all land, less any land dedicated for parks 	<ul style="list-style-type: none"> None
Village of Mukwonago	8,384	<ul style="list-style-type: none"> 3,049 SF per unit 	<ul style="list-style-type: none"> \$942 per unit 	<ul style="list-style-type: none"> \$600 per 1-bedroom unit \$900 per 2-bedroom unit \$1,200 per 3+ bedroom and single-family unit

City of Stoughton	13,204	<ul style="list-style-type: none"> • 1,468 SF per single family unit • 1,019 SF per two-family or multifamily unit • 528 SF per dwelling unit in group quarters 	<ul style="list-style-type: none"> • \$2,674 per single family unit • \$1,838 per two-family or multifamily unit • \$952 per group quarters unit 	<ul style="list-style-type: none"> • \$6,477 per single family unit • \$4,497 per two-family or multi-family unit • \$2,330 per group quarter unit
City of Watertown	14,758	<ul style="list-style-type: none"> • 1,296 SF per residential unit • 518 SF per institutional unit 	<ul style="list-style-type: none"> • \$641 per unit • \$256 per institutional unit 	<ul style="list-style-type: none"> • \$1,264 per unit • \$506 per institutional unit
Village of Waunakee	15,426	<ul style="list-style-type: none"> • Land equal to ten percent of the total area proposed to be subdivided. 	<ul style="list-style-type: none"> • \$475 per single-family unit • \$315 per duplex or multi-family unit 	<ul style="list-style-type: none"> • \$2,755.36 per single-family unit • \$1,873.64 per multi-family unit
City of Whitewater	4,200	<ul style="list-style-type: none"> • 1,047 SF per unit 	<ul style="list-style-type: none"> • \$218 per unit (annually adjusted for inflation with a base year of 2002) 	<ul style="list-style-type: none"> • \$514 per unit (annually adjusted for inflation with a base year of 2002)
Average of Comparable Communities*		<ul style="list-style-type: none"> • 1,612 SF per unit* 	<ul style="list-style-type: none"> • \$834 per unit* 	<ul style="list-style-type: none"> • \$1,872 per unit*
City of Fort Atkinson Recommended Approach		<ul style="list-style-type: none"> • 769 SF per single-family or two-family unit • 577 SF per multi-family unit • 307 SF per senior unit 	<ul style="list-style-type: none"> • \$741 per single-family or two-family unit • \$556 per multi-family unit • \$296 per senior unit 	<ul style="list-style-type: none"> • \$1,009 per single-family or two-family unit • \$757 per multi-family unit • \$404 per senior unit

*Only the highest figure per community for each category was used to calculate averages. The City of Fort Atkinson's existing land dedication and fee in lieu of land dedication was not included in this analysis. Additionally, any community that does not impose a particular fee or land dedication requirement is not included in this analysis.



MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Jedidiah Draeger, Building Inspector/Zoning Administrator

RE: Second reading of an Ordinance to amend Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance relating to **parking and surface standards**; an Ordinance to amend Section 94-432 of the Municipal Code relating to **vehicle and trailer parking**; and an Ordinance to repeal Section 94-434 relating to **taxi parking**

BACKGROUND

Over the last several months, staff has proposed changes and corrections to the Zoning Ordinance after about three years of applying it to circumstances within the community. Sixteen of those amendments were adopted by the City Council and have become effective.

Several of the proposed amendments required additional consideration by the City Council, staff, and the public. The City Council held a workshop on August 15th to review these changes to Section 94-432 of the Municipal Code and to Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance. At that meeting, the Council directed staff to prepare these ordinance amendments for review by the Plan Commission and formal readings by the City Council. Also at that meeting, the Council directed staff to include a repeal of Section 94-434 relating to taxi parking.

The Plan Commission reviewed the proposed amendments at the meeting on September 12th and recommended that they move forward to the City Council for consideration.

RECOMMENDATION

The City Council had a first reading of the proposed amendments to Sections 94-432 and 94-434 of the Municipal Code and to Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance relating to vehicle and trailer parking; surface standards; and taxi parking on September 19, 2023.

Staff recommends that the City Council offer a second reading of the proposed amendments to Sections 94-432 and 94-434 of the Municipal Code and to Sections 15.03.28, 15.06.06(12), 15.06.06(19), 15.06.06(21), and 15.06.06 (22) of the Zoning Ordinance relating to vehicle and trailer parking; surface standards; and taxi parking and direct the City Manager to prepare them for a third reading at the meeting on October 17, 2023.

ATTACHMENTS

PC Staff Report Packet; Draft Ordinance Amendments



City of Fort Atkinson
Zoning Administrator's Office
101 N. Main Street
Fort Atkinson, WI 53538

ZONING TEXT AMENDMENTS REPORT TO THE PLAN COMMISSION

DATE: September 12, 2023

FILE NUMBER: ZTA-2023-02

PROPERTY ADDRESSES: Not Applicable

EXISTING ZONING: Not Applicable

PARCEL NUMBER: Not Applicable

PROPOSED ZONING: Not Applicable

OWNER: Not Applicable

EXISTING LAND USE: Not Applicable

APPLICANT: City of Fort Atkinson

REQUESTED USES: Not Applicable

BACKGROUND ON ZONING TEXT AMENDMENT REVIEW:

The City of Fort Atkinson Zoning Ordinance Section 15.10.30 outlines the process for Zoning Text Amendments that reflects Wisconsin State Statutes Section 62.23(7)(d). Initiation of the request for amendments can come from a member of the public, Plan Commission, City Council, or City staff. This process requires an application (the proposed amendments), a public hearing before the Plan Commission, and action by both the Plan Commission and City Council.

REQUEST OVERVIEW:

The City completed a full Zoning Ordinance rewrite in 2020. Since that time, City staff have been applying the new ordinance to all relevant projects and processes. City staff believes that the ordinance is working well in accomplishing many of the community's goals, implementing the Comprehensive Plan, and providing the direction, guidance, and procedural steps needed in response to individual applications. However, similar to any plan or ordinance, overtime there are minor tweaks needed.

City staff has prepared the attached summary of 5 proposed Zoning Text Amendments and 1 proposed Amendment to Section 94-432 Parking restrictions. The proposed amendments address a few different sections of our ordinances with an overall theme of on and off-street parking. The proposed amendments do make some minor policy changes regarding Home Occupations regarding on street parking, however there are other proposed amendments that are relaxed to help accommodate those changes.

COMPREHENSIVE PLAN CONSISTENCY REVIEW:

Any proposed zoning amendment must be consistent with the City's Comprehensive Plan. The plan recommends a full rewrite of the City's Zoning Ordinance and Land Division Ordinance, which were completed in 2020 and 2022. Additionally, several specific recommendations for individual land use categories call for detailed plans associated with new development. Finally, the plan recommends

that the zoning ordinance be consistently applied in relationship to the plan's goals, recommendations, and policies. City staff believes that the proposed Zoning Text Amendments are in concert with the City's Comprehensive Plan.

PUBLIC NOTICE:

A public hearing is required for Zoning Text Amendment review and action. All required public hearing notices have been properly posted in compliance with state law.

DISCUSSION:

As City staff have worked with the new ordinance over the past three years, several minor changes have been identified to improve overall consistency of applying the code's standards. City staff has also worked with Vandewalle & Associates (the consultant who assisted the City in writing the new Zoning Ordinance) to strategically identify the changes needed and how they work best within the framework of the overall ordinance.

The proposed Zoning Amendments are a result of the collaboration of multiple city departments, residents, and other members of the community. The focus of the amendments is to address concerns regarding on-street trailer and commercial equipment parking. The proposed amendments do further restrict the on-street parking of trailers and equipment. However, the proposed amendments also relax off-street parking of trailers and equipment to accommodate those changes. The City's Management Team has reviewed the application and all comments have been included within this document.

Overall, the proposed amendments will improve the application of the ordinance and reflect consistency with adopted plans and community goals.

RECOMMENDATION:

City staff recommends approval of the 5 proposed Zoning Text Amendments and 1 Chapter 94 – Traffic and Vehicles Text Amendment as outlined in the attached summary subject to the following conditions:

- Any other recommendations of City staff, the Plan Commission, and City Council.

ATTACHMENTS:

- City of Fort Atkinson Proposed Zoning Ordinance Amendments

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CITY OF FORT ATKINSON ZONING CODE,
CHAPTER 15 OF THE CODE OF GENERAL ORDINANCES,
RELATING TO HOME OCCUPATIONS AND OFF STREET PARKING

NOW, THEREFORE, the City Council of the City of Fort Atkinson, Wisconsin, do ordain as follows:

Section 1. Section 15.03.28(4)(i) of the City of Fort Atkinson Zoning Ordinance is hereby amended to read as follows:

Section 15.03.28(4)(i) Home Occupation Accessory Land Uses: Clarifying permitted parking locations for vehicle permitted through a Home Occupation

(i) No vehicle larger than one-ton capacity truck or van that is used in conjunction with a home occupation shall be stored on the premises ~~or parked on adjacent residential streets.~~ This prohibition shall also include specialized mobile equipment. ~~Trailers will be allowed to park on the residential street provided that a home occupation permit is approved, the trailer is registered, and a fee paid, and the trailer is safely parked adjacent to the permitted property.~~ Vehicles and/or trailers permitted in conjunction with a Home Occupation Permit must be parked on private property in a legal parking space per Sections 15.06.03 and 15.06.06 and must not encroach on the number of off-street parking spaces required in Figure 15.06.06(a).

Section 2. Section 15.06.06(12)(a)3.c.i. of the City of Fort Atkinson Zoning Ordinance is hereby amended to read as follows:

Section 15.06.06(12)(a)3.c.i. Off-Street Parking and Circulation: Clarifying permitted location and screening for recreational equipment storage (not located in driveways)

i. Paved pads surfaced with concrete, asphalt, and/or gravel may be used for recreation equipment trailer storage and/or residential utility trailer storage in any ~~provided interior side yard or rear yard, provided the pad is not connected to the driveway and screened from view per the requirements of Section 15.06.06(9).~~

Section 3. Section 15.06.06(19) of the City of Fort Atkinson Zoning Ordinance is hereby amended to read as follows:

Section 15.06.06(19) Off-Street Parking and Circulation: Clarifying Surfacing Standards

- (a) All off-street parking, loading, and traffic circulation areas outside of the right of way shall be graded and surfaced so as to be dust-free and properly drained and shall be paved with a hard, all-weather or other surface to the satisfaction of the City Engineer. Acceptable

pavement types include asphalt (4" minimum) or concrete (4" minimum), except that single and two-family residentially zoned and used properties may use asphalt that is 3 inches thick outside of the right-of-way. All ~~driveways~~ driveway approaches and parking areas located within the right of way shall be surfaced with a minimum thickness of 8 inches of base over 4 inches of asphaltic concrete, or 6 inches of base under 6 inches of concrete. Subbase conditions may require the use of geotextiles, drainage, or additional base to ensure longevity of the asphalt or concrete surface coarse.

- (b) The following shall be exempt from these surfacing requirements:
1. Driveways in the RH-35 district shall be exempt except for the first 20 feet of the driveway closest to the right-of-way, which shall be asphalt or concrete.
 2. All agricultural land uses (Section 15.03.26).
 3. Enclosed and screened outdoor storage areas. When such uses are discontinued, the area(s) shall comply with the surfacing requirements of Subsection (a), above, or shall be returned to vegetative ground cover.
- (c) All new and replacement approaches driveway installation and driveway maintenance, including replacement of driveway pavement, shall install the required public sidewalk through the street terrace upon surfacing and follow all requirements in subsection (a) above.

Section 4. Section 15.06.06(21)(c) of the City of Fort Atkinson Zoning Ordinance is hereby amended to read as follows:

Section 15.06.06(21)(c) Limitations on Uses of All Off-Street Parking Areas: Clarifying Vehicle Parking Prohibited in Residential Areas

- (c) Vehicles or equipment not normally associated with a residential use shall not be parked or stored outdoors on a residential property unless a Hhome Ooccupatationney Ppermit has been issued (See Section 15.03.28(4)). On a nonresidential property, such vehicles or equipment shall not be parked or stored outdoors, except in areas identified on an approved site plan for the purpose of heavy vehicle parking or an Outdoor Storage land use. Such vehicles or equipment include but are not limited to:
1. Construction equipment such as bulldozers, backhoes, skid steers, and forklifts
 2. Dump and stake body style trucks
 3. Cube type vans and trucks, longer than 21 feet
 4. Landscaping business equipment such as tractors, tree spades, graders, and scrapers
 5. Semi trailers and tractors
 6. Concession, vending, and catering trailers
 7. Commercial/industrial equipment trailers and lifts
 8. Tow trucks, wreckers, or car carriers except for 1 light-duty tow truck (not a roll back, flat bed, or carrier type) with a gross vehicle weight not exceeding 12,000 pounds, may be parked on a residential lot when on call, operating under the rotating call list established and kept by the City of Fort Atkinson Police Department
 9. Amusement rides and similar vehicles

Section 5. Section 15.06.06(22) of the City of Fort Atkinson Zoning Ordinance is hereby amended to read as follows:

Section 15.06.06(22) Relaxing the limitations of storage of commercial vehicles on residentially-zoned private property

- (22) Limitations on Uses of Residential Off-Street Parking Areas. In residential districts and on lots associated residential uses, accessory off-street parking facilities shall be solely for the parking of passenger vehicles, which shall be regulated as follows:
- (a) A maximum of one commercial vehicle per dwelling unit may be parked outdoors on residential property provided that the vehicle is used by a resident of the dwelling unit, has a manufacturer's gross vehicle weight of ~~2810~~,000 pounds or less, and is less than 21 feet in length.
 - (b) No person shall park any motor truck, truck trailer, trailer, semitrailer or any other vehicle or combination of vehicles weighing more than ~~2810~~,000 pounds, except recreational vehicles or motor homes are permitted if parked in a paved driveway or other legal off-street parking space.
 - (c) A recreational vehicle (RV) associated with and customary to residential uses may be parked as if a passenger vehicle but shall not be utilized for human occupation, the storage of goods, materials, or equipment other than which is considered part of the RV or essential to its function.

Section 6. This ordinance shall take effect starting upon passage, posting, or publication as provided by law.

Enacted by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, this _____ day of _____, 2023.

Fort Atkinson City Council

Bruce Johnson, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director

Sec. 94-432. Parking restrictions.

- (a) No person shall park, stop or leave standing any unattended vehicle when any part of the vehicle is nearer than ten feet to the centerline of the roadway. However, this provision shall not apply to narrow streets where the parking is restricted to one side only.
- (b) No person shall park, stop or leave standing any vehicle, whether attended or unattended, upon any street or municipal parking lot that has stalls marked thereon in such a manner so as to partially occupy more than one parking stall. However, this provision shall not apply to vehicles that due to their length exceed the parking markings.
- (c) No personnel shall park, stop or leave standing any unattended vehicle on the north side of West Milwaukee Avenue, from the intersection of Lumber Street to a point 55 feet east, unless said person is a current City of Fort Atkinson Fire Department personnel.
- (d) Vehicle and Trailer Parking. No person shall park, stop, or leave standing more than one vehicle and trailer combination in any public parking lot or on any City street, avenue, or alley adjacent to a residential property owned or rented by the owner or renter of the vehicle and trailer combination, except construction vehicles and trailers parking on the street adjacent to the side that is currently being worked at with an active building permit. The location of such on-street parking must be able to safely accommodate the specified trailer and vehicle parked without causing any safety concerns, view obstructions, or other roadway obstructions.
- (e) Trailer parking. The purpose of this subsection is to prevent the use of city streets, avenues, alleys or public parking lots for storage of trailers.
 - (1) It shall be unlawful for the owner or operator of a trailer to cause or permit such trailer to be parked, on any street, avenue, alley or public parking lot within the city, except construction company trailers that are parked on the street adjacent to the site that is currently being worked at, and boat trailers in the municipal lots on the west side of Mechanic Street, the east side of Mechanic Street (weekends only), and the east side of North High Street.
 - (2) Trailers shall be permitted to temporarily park on the street to load, unload, or for emergency repairs if the police department is contacted prior to parking the trailer. The trailer shall be parked adjacent to the property owned by the person making the request.
 - ~~(3) Utility/business trailers shall be allowed to park on residential streets provided that:~~
 - ~~a. The business owner/trailer user obtains a home occupation permit for the business;~~
 - ~~b. The business trailer is registered with the police department (registration fee of \$25.00/year);~~
 - ~~c. The business trailer can only be parked on the street adjacent to the residence having the home occupation permit;~~
 - ~~d. The business trailer will be governed by the 48-hour parking requirement (section 94-431).~~
 - ~~(34)~~ Motorhomes shall be governed by the current 48-hour parking requirements for motor vehicles (section 94-431). The motorhome shall be parked adjacent to the property of the motorhome owner, or the property/people being visited.
 - ~~(54)~~ Semi-trailers parking on all streets, alleys and avenues is prohibited.
 - ~~(65)~~ The fine for violating this subsection shall be not less than \$10.00, nor more than \$25.00 for each occurrence, and each day such violation continues shall constitute a separate offense.

(ef) Definitions.

Camping trailer means a vehicle with a collapsible or folding structure designed for human habitation and towed upon a highway by a motor vehicle.

Mobile home means a vehicle designed to be towed as a single unit or in sections upon a highway by a motor vehicle and equipped and used or intended to be used, primarily for human habitation, with walls of rigid uncollapsible construction.

Motorhome means a motor vehicle designed to be operated upon a highway for use as a temporary or recreational dwelling and having the same internal characteristics and equipment as a mobile home.

Semi-trailer means a vehicle of the trailer type so designed and used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another vehicle, but does not include a mobile home. A vehicle used with a ready-mix motor truck to spread the load is considered a semi-trailer.

Trailer means a vehicle without motive power designed for carrying property or passengers wholly on its own structure and for being drawn by a motor vehicle, but does not include a mobile home.

(Code 1969, § 20.08; Ord. No. 569, 11-21-00; Ord. No. 577, 9-18-02; Ord. No. 586, 12-4-01; Ord. No. 593, 8-6-02; Ord. No. 628, 3-15-05; Ord. No. 687, 9-15-09; Ord. No. 747, 3-15-16; Ord. No. 772, 11-8-18)

Sec. 94-434. ~~Taxicab parking.~~ Reserved.

~~The first parking stall on the west side of North Main Street north of North Water Street West in front of the Municipal Building (101 North Main Street) shall be designated for taxicab parking only.~~

(Ord. No. 778, 5-7-19)



MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, P.E., City Engineer/Director of Public Works

RE: Review and possible action on a resolution to Discontinue a Portion of James Place between Talcott Street and Janesville Avenue in the City of Fort Atkinson

BACKGROUND

The process for discontinuance of a right of way is covered in state statute 66.1003. The statute indicates that proceedings to consider the discontinuance may be initiated by a petition for such by all adjacent adjoining property owners.

The discontinuance is being requested to allow the City of Fort Atkinson to expand its Public Works and Parks Operations facility on the existing campus. The area will be used as an access to the campus and accommodate a new salt shed and bulk storage area specifically.

RECOMMENDATION

The Plan Commission reviewed the request at a meeting on September 26, 2023 and recommended the City Council approve the Resolution to discontinue a portion of James Place between Talcott Street and Janesville Avenue. Staff recommends that the City Council approve the Resolution.

ATTACHMENTS

PC Memo

[Public Notice](#)

[Petition and Vacation Exhibit \(Exhibit "A"\)](#)

[Janesville Ave Business District Planning Area – 2023 Comprehensive Plan](#)



City of Fort Atkinson
City Engineer's Office
101 N. Main Street
Fort Atkinson, WI 53538

REQUEST FOR JAMES PLACE RIGHT OF WAY DISCONTINUANCE REPORT TO THE PLAN COMMISSION

DATE: September 26, 2023

FILE NUMBER: RWD-2023-02

PROPERTY ADDRESSES: Various

EXISTING ZONING: Mix – Institutional / Residential

PARCEL NUMBER: Various

EXISTING LAND USE: Public Right-of-Way

OWNER: Various

PROPOSED ZONING: Institutional (1)

APPLICANT: City of Fort Atkinson

REQUESTED USES: Public Works and Parks
Operations Facility

REQUEST OVERVIEW:

The process for discontinuance of a right of way is covered in state statute 66.1003. The statute indicates that proceedings to consider the discontinuance may be initiated by a petition for such by all adjacent adjoining property owners.

The discontinuance is being requested to allow the City of Fort Atkinson to expand its Public Works & Parks Operations facility on the existing campus. The area will be used as an access to the campus and accommodate a new salt shed and bulk storage area specifically.

Adjacent property owners representing Nasco and the Fireside Theatre have been engaged during the planning process for this project. The City is in the process of developing an easement for Nasco to ensure access to loading docks located on James Place (south side of their building). Representative from the Fireside requested an adjustment to parking lines around the north side of the parking lot, which the City will accommodate within the project.

The portion of James Place requested to be discontinued is highlighted in yellow on the map on the next page. Figure 2 on page 3 shows the proposed Public Works and Parks Operations facility after construction in 2024 and how the discontinued James Place right-of-way will be utilized as part of the project.



Figure 1: Area of requested discontinuance

Request for Right of Way Discontinuance
September 26, 2023
RWD-2023-02

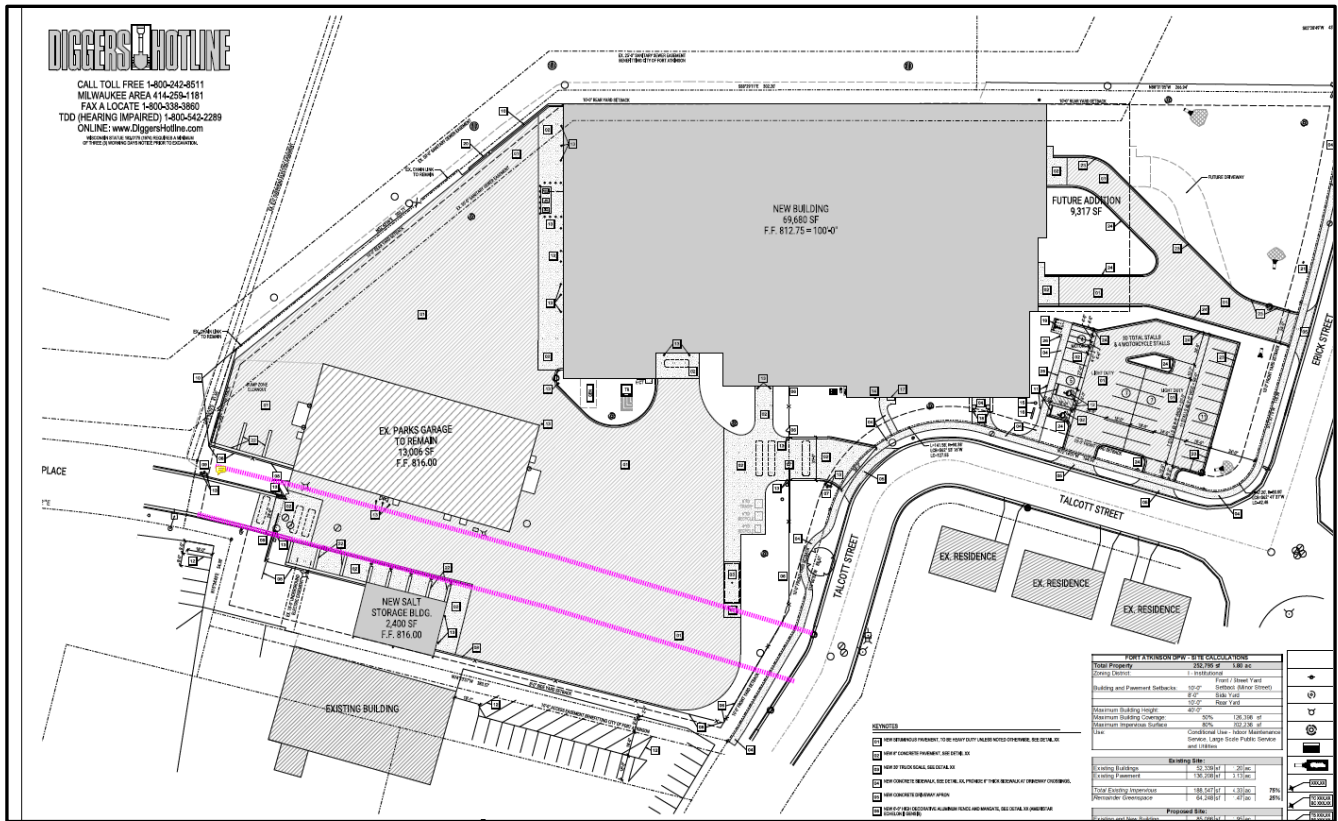


Figure 2: Proposed expansion of the Public Works Campus

PUBLIC NOTICE:

The proposed discontinuance of a public right-of-way requires a Class 3 Public Notice (linked below) and notification of property owners immediately adjacent to the discontinued right-of-way. The City of Fort Atkinson, Nasco, and the Fireside Theatre own property immediately adjacent to the requested discontinued area. Class 3 notices were published in the Jefferson County Daily Union on September 11th, September 18th, and September 25th. The matter will be considered at the City Council meeting on October 3, 2023.

COMPREHENSIVE LAND USE PLAN (2023):

The subject property is located within the Janesville Avenue Business District Planning Area (see linked Comprehensive Plan) and is identified as Employment on the plan. The opportunities indicated on the plan include development design standards and access control, landscaping and street enhancements, and industrial relocation. The proposed discontinuance of James Place is consistent with this plan and the other recommendations of this plan will be reviewed in relationship to the Site Plan.

REVIEW BY CITY STAFF:

All staff have reviewed the request. Those with concerns or observations are noted below;

Engineer's Office – Local traffic will be impacted with the closure of the road. Local residents will need to reroute to other roads when traveling in the east/west direction, which does represent an inconvenience. Hilltop Rd to the south and Rockwell Ave to the north both represent easy access to the arterial Janesville Ave, and suitable replacement for the James Place route. Volumes of vehicles entering and exiting the area are not expected to change. In short, with respect to traffic, there will be changes at a local scale that shift current patterns to new patterns. This office has no concern regarding the local transportation system's potential to accommodate this request.

RECOMMENDATION:

Staff recommends that the Plan Commission recommend that the City Council approve the requested Discontinuance of the Right of Way of James Place to accommodate the future Public Works and Parks Operations facility.

ATTACHMENTS (LINKS):

[Public Notice](#)

[Petition and Vacation Exhibit \(Exhibit "A"\)](#)

[Janesville Ave Business District Planning Area – 2023 Comprehensive Plan](#)

RESOLUTION NO. _____

**RESOLUTION DISCONTINUING A PORTION
OF JAMES PLACE BETWEEN TALCOTT STREET
AND JANESVILLE AVENUE IN THE CITY OF
FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN**

WHEREAS, the abutting property owners to James Place, have petitioned the City Council of the City of Fort Atkinson that a portion of James Place between Talcott Street and Janesville Avenue, in the City of Fort Atkinson, Jefferson County, Wisconsin be discontinued and vacated as described on Exhibit A attached hereto; and

WHEREAS, this Resolution was introduced before the City Council of the City of Fort Atkinson on October 3, 2023, Notice of Hearing was duly published in the Daily Jefferson County Union, and a public hearing was held before the City Council of the City of Fort Atkinson on October 3, 2023 at 7:00 o'clock p.m.

NOW THEREFORE, in accordance with the authority vested in the City of Fort Atkinson by Sec. 66.1003 Wis. Stats.

BE IT RESOLVED by the City Council of the City of Fort Atkinson that the portion of James Place between Talcott Street and Janesville Avenue, in the City of Fort Atkinson, Jefferson County, Wisconsin, as described specifically in Exhibit A, be discontinued and vacated.

The above Resolution was duly adopted by the City of Fort Atkinson at a regular meeting held on October 3, 2023.

City of Fort Atkinson City Council

Bruce Johnson, Council President

CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Fort Atkinson on the _____ day of _____, 2023.

Michelle Ebbert,
City Clerk/Treasurer



MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, Director of Public Works

RE: Review and possible action relating to Certified Survey Map dedicating a 75-foot-wide right-of-way along the east side of the property located at 925 Lexington Blvd. to the City for future public infrastructure purposes

BACKGROUND

The proposed CSM will break off a 75' right of way corridor for the construction of a new road within the footprint of the existing drive access for the Fort Atkinson High School. The new road will connect with the new, east/west road – dubbed Trillium Drive – that will service a planned multifamily unit development. That CSM for that lot and the associated road was approved by Plan Commission a few months ago.

RECOMMENDATION

At the meeting on September 26, 2023, the Plan Commission reviewed this matter and recommended that the City Council approve the preliminary Certified Survey Map.

Staff recommends that the City Council approve the preliminary Certified Survey.

ATTACHMENTS

PC Memo
Preliminary CSM Application
Preliminary CSM
Right of Way Dedication Request – School District



City of Fort Atkinson
City Engineer's Office
101 N. Main Street
Fort Atkinson, WI 53538

CERTIFIED SURVEY MAP REPORT TO THE PLAN COMMISSION

DATE: September 26, 2023

FILE NUMBER: CSM-2023-12

PROPERTY ADDRESS: Campus Dr

EXISTING ZONING: Institutional

PARCEL NUMBER: 226-0514-1033-016

PROPOSED ZONING: N/A

OWNER: Fort Atkinson School District

EXISTING LAND USE: High School Driveway

APPLICANT: City of Fort Atkinson

REQUESTED USES: Right of Way

REQUEST OVERVIEW:

The proposed CSM will break off a 75' right of way corridor for the construction of a new road within the footprint of the existing drive access for the Fort Atkinson High School. The new road will connect with the new, east/west road – dubbed Trillium Drive – that will service a planned multifamily unit development. That CSM for that lot and the associated road was approved by Plan Commission a few months ago.

PUBLIC NOTICE:

Public Notice is not required.

COMPREHENSIVE LAND USE PLAN (2023):

The subject parcel lies within the Northwest Quadrant Planning Area and supports the [Banker Rd neighborhood Plan](#). The CSM for the new public right of way will be in concert with both of these efforts.

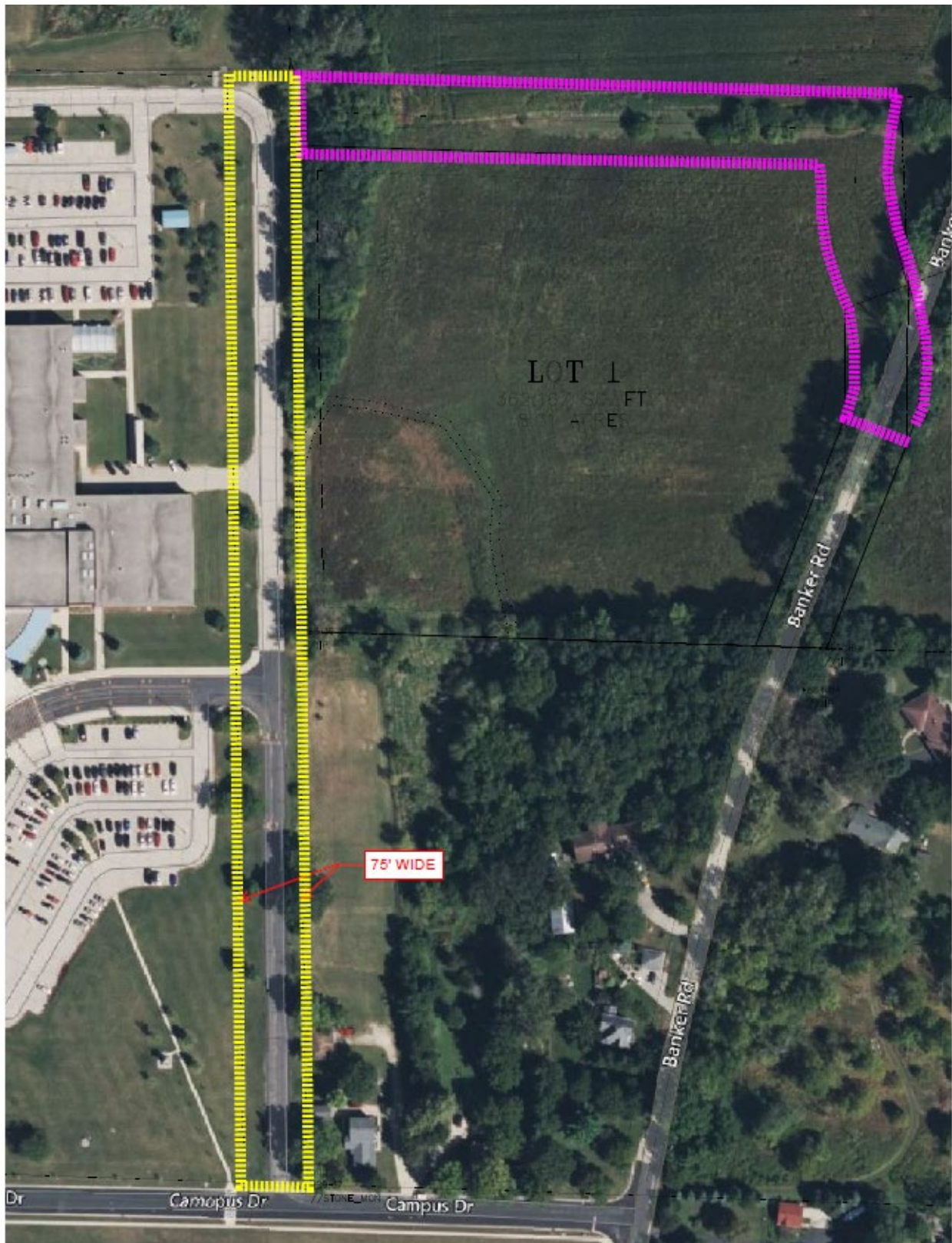


Figure 1: Proposed new roads -the requested CSM (yellow) and the already approved CSM with the new road (Trillium Dr) alignment for the Banker Rd development (Pink)

NORTHWEST QUADRANT PLANNING AREA

FIGURE: 2.12

CITY OF FORT ATKINSON
FUTURES OPEN HOUSE



Opportunities

- Proximity to Madison enhances marketability
- Community gateway experience
- Traditional neighborhood & sustainable design
- Neighborhoods connected across Highway 26
- Capitalize on existing businesses & schools
- Urban mixed use development & redevelopment opportunities

Conceptual Land Uses

- Community Commercial
- Downtown
- Major Institutions
- Mixed-Use
- Neighborhood
- Employment
- Environmental Corridors

OFFICIAL MAP (2022):

The City's Official Map does not have any locations affecting the parcel.

DISCUSSION:

The establishment of the public right of way will allow for the construction of underground utilities (sewer, water, storm) to serve the Banker Rd neighborhood. Design will begin in 2023 and construction in 2024 or 2025. This request has been presented to the Fort Atkinson School Board at their meeting on August 17, 2023, and met with unanimous approval. Pending City approvals, the property exchange will occur in late 2023 through a quit claim deed process.

The School District will maintain the current road until the City begins installation of the new utilities and roadway.

RECOMMENDATION:

Staff recommends that the Plan Commission recommend the City Council approve this preliminary Certified Survey Map.

ATTACHMENTS:

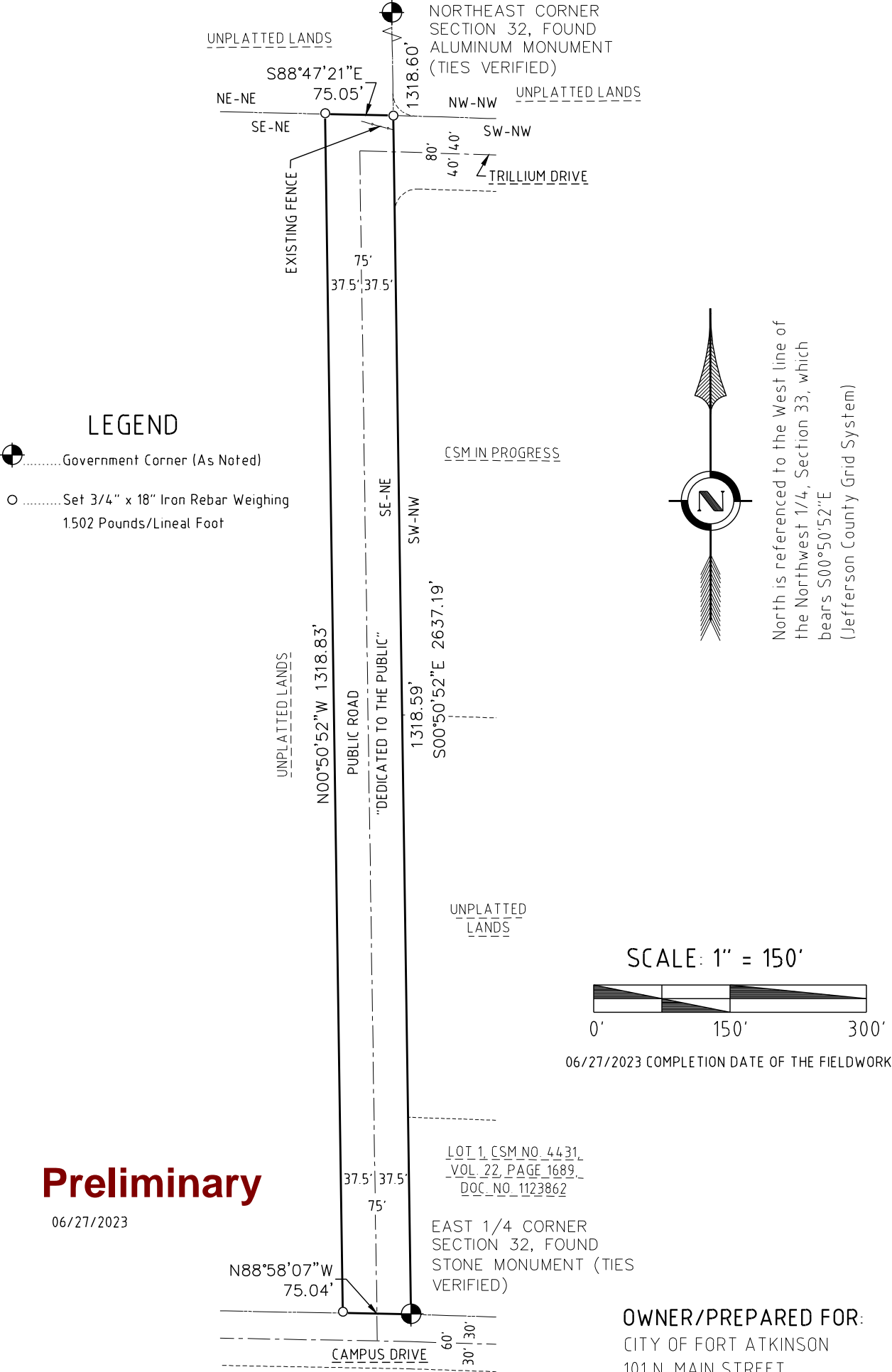
Preliminary CSM Application

Preliminary CSM

Right of Way Dedication Request – School District

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.



Preliminary
06/27/2023

Dustin J. LaBlonde, PLS
Cedar Corporation
604 Wilson Avenue
Menomonie, Wisconsin 54751

OWNER/PREPARED FOR:
CITY OF FORT ATKINSON
101 N. MAIN STREET,
FORT ATKINSON, WISCONSIN 53538

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Dustin J. LaBlonde, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped part of the Southeast quarter of the Northeast quarter, Section 32, Township 6 North, Range 14 East, City of Fort Atkinson, Jefferson County, Wisconsin, more particularly described as follows:

Beginning at the East quarter corner of said Section 32;
Thence N88°58'07"W 75.04 feet along Northerly right-of-way of Campus Drive and the South line of the Southeast quarter of the Northeast quarter of said Section 32;
Thence N00°50'52"W 1318.83 feet to the North line of said Southeast quarter of the Northeast quarter;
Thence S88°47'21"E 75.05 feet along said North line to the East line of said Southeast quarter of the Northeast quarter;
Thence S00°50'52"E 1318.59 feet along said East line to the point of beginning.

Said parcel contains 98,905 square feet (2.27 acres) more or less.

Said survey is subject to easements of record and as shown.

That I have made such survey, land division, and map at the direction of the City of Fort Atkinson, owner, 101 N. Main Street, Fort Atkinson, Wisconsin 53538. That such map is a correct representation of the exterior boundaries of the land surveyed, and the subdivision thereof made. That I fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes, A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the City of Fort Atkinson in surveying, dividing and mapping the same.

Dated this 27th day of June, 2023.

Preliminary

Dustin J LaBlonde, P.L.S. #3096

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, SECTION 32, TOWNSHIP 6 NORTH, RANGE 14 EAST, CITY
OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER’S CERTIFICATE OF DEDICATION

The City of Fort Atkinson, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The City of Fort Atkinson

IN WITNESS WHEREOF, said City of Fort Atkinson has caused these presents to be signed by Rebecca LeMire, its City Manager, and countersigned by Michelle Ebbert, its City Clerk, at Fort Atkinson, Wisconsin, and its Corporate Seal to be hereto affixed on this

_____ day of _____, 2023.

In presence of:

Rebecca LeMire, City Manager

Michelle Ebbert, City Clerk

STATE OF WISCONSIN)
_____ COUNTY) SS

Preliminary
06/27/2023

Personally came before me this _____ day of _____, 2023, Rebecca LeMire, City Manager, and Michelle Ebbert, City Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such City Manager and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____ Notary Public, _____, Wisconsin.

My commission expires _____.

CERTIFICATE OF CITY OF CITY OF FORT ATKINSON

This Certified Survey Map is approved of as complying with the Subdivision Ordinance, of the Municipal Code of the City of Fort Atkinson.

Dated this _____ day of _____, 2023.

Rebecca LeMire, City Manager

Michelle Ebbert, City Clerk



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

City of Fort Atkinson Certified Survey Map Application

This form is designed to be used by the Applicant as a guide to submitting a complete application for review of a Certified Survey Map by the City to process the application.

APPLICANT Name, company, and client (if applicable): _____

Phone number: _____ Email: _____

OWNER Name, company, and client (if applicable): _____

Phone number: _____ Email: _____

Postal address for proposed CSM: _____

Parcel Identification Numbers Involved: _____

Brief description of proposed division or combination and purpose: _____

I Application Packet Requirements

The Applicant shall submit one electronic copy of the application.

- ☐ A map of the subject property to scale depicting:
 - ☐ All lands and boundaries for the parcel(s)
 - ☐ Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.
 - ☐ All lot dimensions of the subject property.
 - ☐ A graphic scale and a north arrow.
- ☐ Legal Description
- ☐ All easements, setbacks or land restrictions on the parcel(s)



City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

II Process Checklist

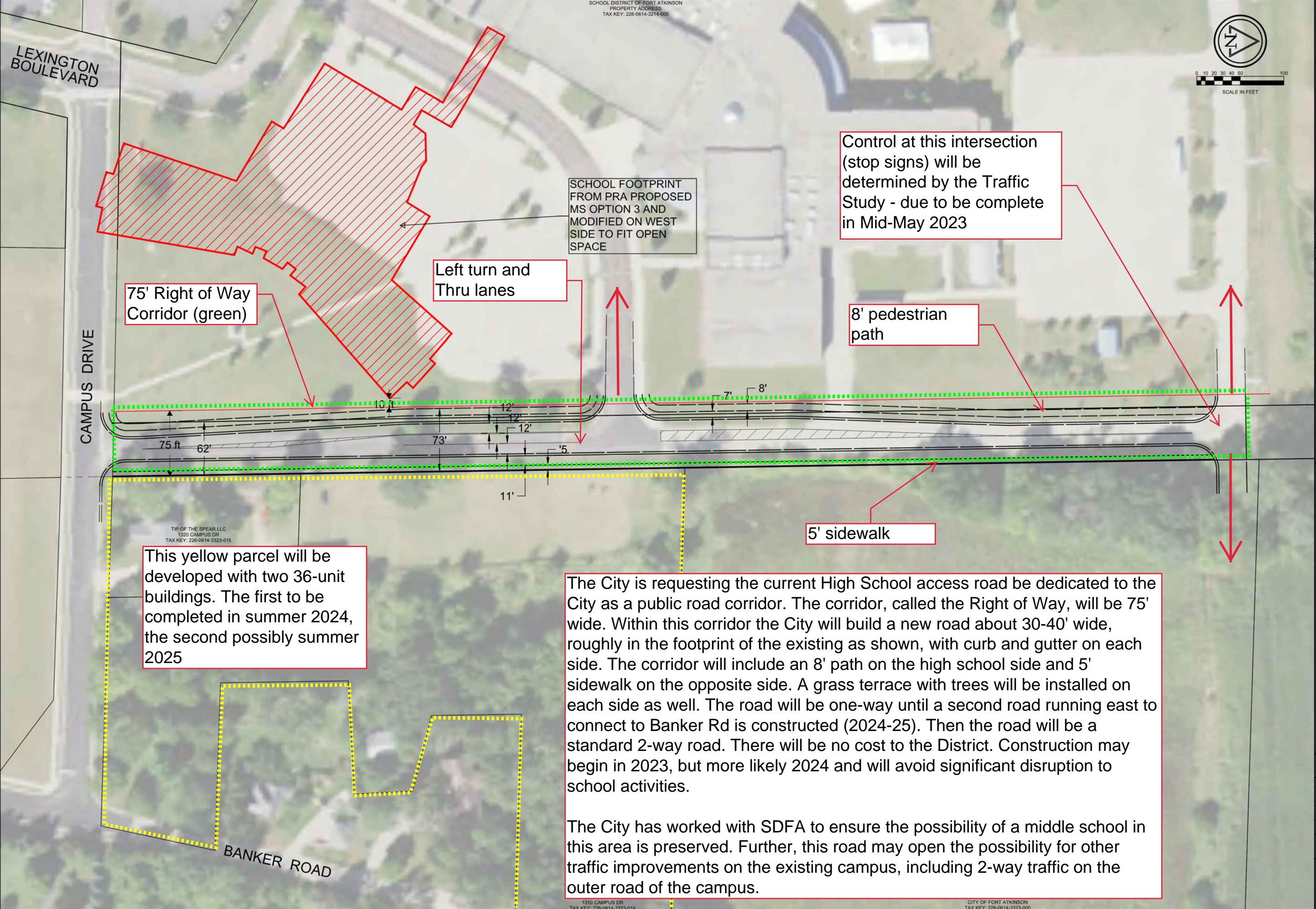
- | | |
|--|-------------|
| <input type="checkbox"/> Application fee of \$100 plus \$10 per additional lot received by City Treasurer
(Maximum \$500) | Date: _____ |
| <input type="checkbox"/> Receipt of complete application packet by Zoning Administrator | Date: _____ |
| <input type="checkbox"/> City Staff Review | Date: _____ |
| <input type="checkbox"/> Plan Commission Public Hearing, review and recommendation | Date: _____ |
| <input type="checkbox"/> City Council review and action | Date: _____ |

Dated this ____ day of _____, 20 ____

Respectfully submitted,

(Signature of Applicant)

Mar 07, 2023 9:23am PLOTTED BY P:\Tiemney SAVED BY P:\Tiemney
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SCHOOL DISTRICT OF FORT ATKINSON
PROPERTY ADDRESS
TAX KEY: 226-0614-3214-000

SCHOOL FOOTPRINT
FROM PRA PROPOSED
MS OPTION 3 AND
MODIFIED ON WEST
SIDE TO FIT OPEN
SPACE

Control at this intersection
(stop signs) will be
determined by the Traffic
Study - due to be complete
in Mid-May 2023

Left turn and
Thru lanes

75' Right of Way
Corridor (green)

8' pedestrian
path

5' sidewalk

This yellow parcel will be
developed with two 36-unit
buildings. The first to be
completed in summer 2024,
the second possibly summer
2025

The City is requesting the current High School access road be dedicated to the City as a public road corridor. The corridor, called the Right of Way, will be 75' wide. Within this corridor the City will build a new road about 30-40' wide, roughly in the footprint of the existing as shown, with curb and gutter on each side. The corridor will include an 8' path on the high school side and 5' sidewalk on the opposite side. A grass terrace with trees will be installed on each side as well. The road will be one-way until a second road running east to connect to Banker Rd is constructed (2024-25). Then the road will be a standard 2-way road. There will be no cost to the District. Construction may begin in 2023, but more likely 2024 and will avoid significant disruption to school activities.

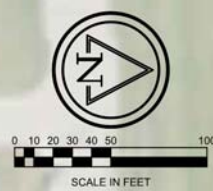
The City has worked with SDFA to ensure the possibility of a middle school in this area is preserved. Further, this road may open the possibility for other traffic improvements on the existing campus, including 2-way traffic on the outer road of the campus.

TIP OF THE SPEAR LLC
1320 CAMPUS DR
TAX KEY: 226-0614-3323-015

BANKER ROAD

1310 CAMPUS DR
TAX KEY: 226-0614-3323-014

CITY OF FORT ATKINSON
TAX KEY: 226-0614-3323-000



REENA AVENUE EXTENSION	
PROPOSED CONCEPT DESIGN	
CITY OF FORT ATKINSON JEFFERSON COUNTY, WISCONSIN	
© COPYRIGHT 2023 RUEKERT & MIELKE INC.	
DESIGNED BY: JTK	
DRAFTED BY: GGD	
CHECKED BY: AWB	
DATE: MARCH 2023	
FILE NO. 8064-10007	
SHEET NO. EXHIBIT	

Waukesha • Kenosha • Madison
Global Water Center • Fox Valley
www.ruekertmielke.com

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REVISIONS

DATE: 3/7/23 BY: JTK

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DRAFT

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MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, PE, Director of Public Works / City Engineer

RE: Review and possible action relating to a contract for Preliminary Assessment of a Transportation Utility

BACKGROUND

A major service the City provides are the roads, recreational paths and sidewalks utilized by residents, businesses, and guests for transportation. Walking, biking, and driving opportunities abound within the community. The infrastructure carrying these trips requires maintenance and replacement to continue to meet expectations of service and safety.

The process of funding the maintenance and replacement of this infrastructure in the past was accomplished by special assessment. Property owners paid for the road or sidewalk in front of their property to be maintained or reconstructed. In the late 2000s, the City Council moved away from this practice and established Fund 5 (Transportation Fund); raising the tax levy above required limits to provide revenue to the account at around \$400,000. The City incurred the short term penalty for exceeding levy limits in the process.

In 2015 Fund 5 was unable to keep pace with the rising costs of materials and construction as well as the need for maintenance within the City. Council voted on and passed a vehicle registration fee, or wheel tax, in the amount of \$20 per personal vehicle registered within the City of Fort Atkinson. This fee added an additional \$210K annually for transportation improvements. In 2023, this fee remains the same at \$20/vehicle.

DISCUSSION

The City of Fort Atkinson is not alone in the need to determine a sustainable funding source to maintain and reconstruct infrastructure within the public right-of-way. One option to funding transportation improvements has been to establish a transportation utility. The City currently operates three utilities for wastewater, stormwater, and water. These utilities provide services for the citizens, the cost of which is based upon a measurement of the use by each resident or business. For water and wastewater it is the volume of water used (and wasted) for stormwater it is the amount of impervious surface that causes stormwater runoff.

The concept of a transportation utility is similar, using the number trips generated by a particular land use as the unit of measure for establishing a fair expense to be contributed by each property.

Only a few such utilities have been established in Wisconsin. Several have survived legal challenges. The City reached out to RA Smith and specifically Jeff Mazanac who has helped several municipalities evaluate a transportation utility and establish them when the projected outcomes were in line with the City's needs. Staff is proposing to work with Mr. Mazanac and RA Smith to review the various land uses and associated trips within the City; and to establish the funding need for infrastructure that balances the expectations of residents. The attached Agreement for Professional Services between the City and RA Smith provides a first phase of such a study and may provide the basis for the establishment of Transportation Utility.

FINANCIAL ANALYSIS

The total cost of this preliminary assessment is \$13,786 and will be billed on a time and material basis. The scope (attached) includes a report to Council on the statewide context for transportation utilities and the results of the Fort Atkinson specific analysis. Staff proposes to use funds from the American Rescue Plan Act Fund (Fund 22) to for this work (22-50-5000-1000).

RECOMMENDATION

Staff recommends that the City Council approve the Agreement for Professional Services between the City and RA Smith at a cost not to exceed \$13,786 using ARPA funds and authorize execution by City staff. Results of the analysis should be completed before the end of the year.

ATTACHMENTS

Agreement for Professional Services between the City of Fort Atkinson and RA Smith

THIS CONSULTANT AGREEMENT is effective as of September 11, 2023 ("Effective Date") between the City of Fort Atkinson, WI ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Ft. Atkinson TU Model Development ("Project").

Professional's services under this Agreement are generally identified as follows:

In collaboration with Client, services to develop a first phase trip-generation based transportation user fee model to support Client's consideration of Transportation Utility implementation. ("Services").

Client and Professional further agree as follows:

1.01 Basic Agreement and Period of Service

A. Professional shall provide or furnish the following Services solely for the benefit of Client as set forth in this Agreement:

1. City Parcel Data: Request and review property-related information from Client for development of a trip-generation based transportation utility (TU) spreadsheet model.

Provided data must include a unique parcel identification number, site address, ownership information, land use classification, parcel size and assessed property values for each parcel. Additional parcel or supplemental assessment information regarding specific land use, business name, existing structure size and other definitive information for non-residential properties will improve efficient and accurate model development.

2. TU Spreadsheet Template: Provide a functional transportation utility fee (TUF) spreadsheet template based on parcel-level trip-generation rates incorporating ITE Trip Generation Statistics (11th Edition) average daily weekday trip or equivalent data to model projected TUF revenues, property charges and rates. The template will facilitate application of user-defined trip deduct codes and values for individual properties as needed, maintain assignment notes or comments, and identify information sources. The template will provide a graphic depiction of TUF cost allocation based on ITE Land Use categories and of assessed property value cost allocation (if assessed property values are provided by Client) and summary information per each applied ITE Land Use Code and land use category type.

3. TU Model Development and Review: Populate the TU template using Client's parcel and assessment data, assign most appropriate ITE Land Use codes and determine related average weekday trip rates or formulas for each property, and assign or estimate related scalar values (e.g., structure size, number of dwelling units, number of students, etc.) to each property. Professional will complete this task using available information to supplement the provided parcel and assessment data provided. Professional and Client will collaborate to assign most appropriate ITE land use codes and scalar values on those properties for which additional information is required or those subject to unique circumstances.

Professional will periodically collaborate with Client staff to jointly review non-residential properties' land use and scalar value assignments where available information is ambiguous or insufficient.

4. Application and Presentation: Professional will guide the Client in use of the resulting TU model to evaluate multiple budget scenarios to support development of a preferred rate model and resulting user charges for City Board consideration. Professional will describe and present the resulting TU model, user charge rate structure and sample property user charge information in support of City Board and up to two (2) public information meetings as requested by the Client.

5. Meetings: Professional will participate in the following meetings as part of this project:

- a. Project kick-off meeting – Discuss data request needs and prospective information sources; determine various funding levels and anticipated portion designated for base costs; and refine the project schedule.
- b. Project Update Meeting – Meet with appropriate staff or committee to discuss prospective funding levels and related TU cost impacts at such time as the TU model is sufficiently complete to support informed policy decisions.
- c. Public Information Meetings – Participate in to two (2) in-person public information meetings to support Client public education and outreach efforts.
- d. Project development and update meetings – Meet in person or online as needed through the course of TU model development to discuss project status and specific property functions and trip generation characteristics.

6. Deliverables: Professional will provide a functional TU model in the form of an Excel file with multiple spreadsheets identifying ITE Land Use Codes, scalar values and notes with estimated average weekday trips per parcel for Client use in TU application. Where individual lease space information appears readily available, Professional will parse out separate uses and related trip generation data for each identifiable unit of multi-tenant commercial properties. This phase of the project will not include association of each parcel or user account with its respective utility account.

Professional will also provide sample ordinances, policies, and education and outreach resources from other communities engaged in similar TU development efforts to support Client efforts to adopt and implement a transportation utility.

- B. Professional may furnish services in addition to those set forth above as requested or required because of changes in the Project and upon Client authorization of such Additional Services and related fees. Such Additional Services may include:
 1. Additional meetings with Client staff, City officials or property owners.
 2. Assistance with TU policy and ordinance development, and incorporation of utility account information into the TU model to support active TU implementation.
 3. Assistance with TU implementation process and appeal processing.
 4. Other tasks not identified above.
- C. Services will begin promptly upon authorization and receipt of City Parcel Data as defined above. Professional will complete initial TU model development including population of parcel data and preliminary assignment of ITE Land Use Codes with available scalar values within eight weeks following receipt of the data defined above. Professional will work with Client staff to determine meeting dates and responsive completion dates for other project activities as they are defined. Professional and Client staff will monitor development of the TU Model and may pause further TU Model development at such point that Client's evaluation of TU model determines it is sufficiently developed to support financial policy decision making by Client leadership.

2.01 *Payment Procedures*

- A. Invoices: Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. Payment: As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.01 *Basis of Payment*

- A. Client shall pay Professional for Services on a time-and-expense basis not to exceed \$13,786 including all labor and direct expenses charged in support of the project. Services will be billed each month based on the work completed and at the hourly rates shown on Attachment A, titled City of Ft. Atkinson TU Model Development Level-of-Effort.
- B. Additional Services: Unless specified in this proposal, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class as shown in Attachment B, titled Professional Fees Rate Schedule – General 2023 Rates; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultant's charges, if any.

4.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.

- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client
 - d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultant's charges, if any.

5.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

6.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$50,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

7.01 Agreement

This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

8.01 Lien Notice

As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

Project Name: **Fort Atkinson TU Model Development**

Client: **City of Fort Atkinson, WI**

Professional: **R.A. Smith, Inc.**

By:

By:

Print name: **Andy Selle, PE**

Print name: Jeff Mazanec, PE

Title: **Director of Public Works**

Title: **Sr. Consultant**

Date Signed: _____

Date Signed: _____

Firm's Certificate No.: 1R12170

State of: Wisconsin

Address for Client's receipt of notices:

City of Fort Atkinson
101 N. Main Street
Fort Atkinson, WI 53538
(920) 397-9901
Aselle@FortAtkinsonWi.gov

Address for Professional's receipt of notices:

R.A. Smith, Inc.
100 W. Lawrence Street, Suite 412
Appleton, WI 54911-5754
(920) 843-5734
Jeff.Mazanec@raSmith.com

**Attachment A: City of Ft. Atkinson TU
Model Development Level-of-Effort**



RASN No. 2235371

City of Ft. Atkinson TU Model Development

Task Descriptions	Assignee:	Sr. Consultant	Sr. Traffic Engineer	Civil Engineer	Estimated Labor	Labor Fee	Mileage and Expense Items		Direct Expenses	Total Fee
		Mazanec	Schueler	CE2			Mileage	Misc	Total	
Hourly Billing Rate:		\$ 188.00	\$ 149.00	\$ 143.00	Hours	\$	\$ 0.655	Enter \$		
A. Project Admin/ Meetings (Totals = 14 hrs, \$2,758)										
Project Admin		2	-	-	2	\$ 376	-	\$ -	\$ -	\$ 376
Kick-off and update meetings		6	-	-	6	\$ 1,128	96	\$ -	\$ 63	\$ 1,191
Board, Committee, PI Meetings (3)		6	-	-	6	\$ 1,128	96	\$ -	\$ 63	\$ 1,191
B. Acquire Data/ Model Setup (Totals = 5 hrs, \$940)										
Coordinate/ acquire data w/ Village GIS		2	-	-	2	\$ 376	-	\$ -	\$ -	\$ 376
Prepare TU Model for project		3	-	-	3	\$ 564	-	\$ -	\$ -	\$ 564
C. Develop Base Model (Totals = 61 hrs, \$8,960)										
Assign ITE codes; determine scalar values		2	-	54	56	\$ 8,098	-	\$ -	\$ -	\$ 8,098
Unique properties		3	-	-	3	\$ 564	-	\$ -	\$ -	\$ 564
Update ITE Land Use Codes		-	2	-	2	\$ 298	-	\$ -	\$ -	\$ 298
D. Analysis/ Supporting Info (Totals = 6 hrs, \$1,128)										
Develop TU Scenarios/ Sample Charges		3	-	-	3	\$ 564	-	\$ -	\$ -	\$ 564
Collect/ update supporting TU info		3	-	-	3	\$ 564	-	\$ -	\$ -	\$ 564
Total Hours:		30	2	54	86		192 miles			86 hrs
Labor Fee and Expenses:		\$ 5,640	\$ 298	\$ 7,722		\$ 13,660	\$ 126	\$ -	\$ 126	\$ 13,786

**ATTACHMENT B: PROFESSIONAL FEES RATE SCHEDULE
GENERAL 2023 RATES**

ENGINEERING SERVICES

2023 PER HOUR

Principal-In-Charge.....	\$257
Division Director	\$230
Senior Project Consultant.....	\$208
Senior Project Manager.....	\$188
Project Manager	\$171
Senior Project Engineer.....	\$171
Project Engineer	\$163
Civil Engineer	\$114 - \$153
Engineering Technician	\$ 83 - \$147
Planner	\$122 - \$171
Landscape Architect.....	\$158 - \$184
Landscape Technician.....	\$129
Irrigation Designer	\$168
Ecologist.....	\$130 - \$158
Senior Structural Engineer	\$155 - \$200
Structural Engineer.....	\$113 - \$144
Structural CAD Technician	\$ 95 - \$113

SURVEYING SERVICES

Survey Director.....	\$181
Senior Project Manager.....	\$169
Project Manager	\$154
2-Member Field Crew GPS/Robotics	\$228
Field Person GPS/Robotics.....	\$158
GPS Equipment.....	\$ 30
Project Surveyor	\$130
Survey Technician	\$ 95 - \$137
3D Laser Scan Project Manager	\$154
3D Laser Scan Technician	\$113
2-Member Field Crew w/Scanner	\$256
3-Member Field Crew w/Scanner	\$441

CONSTRUCTION SERVICES

Construction Services Manager	\$186
Construction Technician	\$ 99 - \$161

GIS & VISUALIZATION SERVICES

GIS Project Manager	\$166 - \$174
GIS Technician	\$ 95 - \$137
Visualization Services Manager	\$148
Visualization Technician	\$125 - \$139

IT & ADMINISTRATIVE SERVICES

Computer Services.....	\$201
Grants Specialist	\$137
Project Technician	\$ 93
Litigation/Expert Witness	\$303 - \$330
Professional Photography/Videography	\$176



Agenda
City of Fort Atkinson
City Manager's Office
101 N. Main Street
Fort Atkinson, WI 53538

MEMORANDUM

DATE: October 3, 2023

TO: Fort Atkinson City Council

FROM: Tow Williamson, Superintendent Public Works

RE: Review and possible action relating to proposals for pre-demolition inspection services of buildings to be razed in associated with the Public Works and Parks Operations facility project

BACKGROUND

As the design for the new Public Works and Parks Operations facility progresses, the buildings that are proposed to be razed to make room for the new construction have been identified. Building demolition requires an inspection for hazardous materials prior to obtaining a permit. Three firms with experience in such were solicited and returned bids.

DISCUSSION

After proper inspection and potential mitigation of any hazardous materials, the buildings may be razed as soon as the 4th quarter of 2023 or 1st quarter of 2024. Bids for building demolition will come before Council prior to commencement of any work.

FINANCIAL ANALYSIS

Three firms returned bids for the inspection of the seven structures to be razed in conjunction with this project.

Bid Tabulation			
Bid Item	True North Consultants	DJK Environmental	North Star Environmental Testing
Bid Item	Proposed Investment	Proposed Investment	Proposed Investment
Hazardous Materials Assessment for 7 Structures	Bid Lum Sum \$20000.00	Bid Range \$1,500.00 to \$3,000.00+ per structure	Bid Lump Sum Range \$6,410.00 to \$7,230.00
		Bidder provided a rough estimate and indicated could be more or less than the high value	
Total Investment	\$20,000.00	\$10,500.00 to \$21,000.00+	\$6,410.00 to \$7,230.00

North Star Environmental Testing, LLC returned the lowest bid. The work will be paid for by the general fund, and paid back by the anticipated borrowing in 2024 for the new facility.

RECOMMENDATION

Staff recommends that the City Council approve the proposal from North Star Environmental Testing, LLC, for an amount not to exceed \$7,230.00 to be paid for using proceeds from borrowing per the attached resolution; and authorize staff to execute.

ATTACHMENTS

True North Consultants Proposal; DJK Environmental Proposal; North Star Environmental Testing Proposal; Resolution #1398 – Resolution declaring official intent to reimburse expenditures through proceeds from borrowing



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
525 Junction Road, Suite 1900
Madison WI 53717
(608) 234-5092
cvalcheff@consulttruenorth.com

QUOTATION

Proposal Date:	9/27/2023
Proposal #:	P223-118

Client

City of Fort Atkinson
Andy Selle
101 N. Main Street
Fort Atkinson, WI 53538

Project

FTATKINSON_DPW Asbestos Inspections
Ft. Atkinson DPW Properties
700 James Place
Fort Atkinson, Wisconsin 53538

Description	Quantity	Units	Rate	Amount
Hazardous Materials Assessment (Seven Structures)				\$20,000.00
Subtotal				\$20,000.00
Total				\$20,000.00

Asbestos: True North will perform an asbestos inspection on the seven buildings associated with the Department of Public Works Municipal Garage property located at 700 James Place in Fort Atkinson, Wisconsin. True North will mobilize to the site with a State-Certified asbestos inspector to complete the inspection and submit samples for laboratory analysis. A report will be prepared and will include a description of activities, map of approximate sample locations, quantity and condition of positive materials, field notes, and analytical data. Asbestos sampling is destructive sampling. True North will NOT be responsible for repairing any of the damaged sample areas and will attempt to collect samples in discrete areas. Some materials may be "assumed" to be asbestos-containing by True North. Roofing samples will be collected, as requested by Client. Client will be responsible for any damage done from the roof sampling activities. Selective demolition may be required in order to identify suspect materials and collect samples, however not all suspect material may be identified during this inspection. If suspect materials are identified during demolition/renovation, sampling of that material should be done prior to continued demolition/renovation. Report may be used for requesting abatement bids but all quantities should be field verified by bidders and not rely upon True North's reports.

Lead-Based Paint: True North will complete a lead-based paint inspection for recyclable materials only (e.g., painted brick, block, and concrete or other materials that may be crushed for recycling) on the interior and exterior portions of the property. True North may use an XRF Analyzer or collect paint chip samples to determine lead-based paint (LBP) content. A summary report of findings will be completed and provided to the Client that will include the identification of areas sampled, approximate locations, and results of sample analysis.

Hazardous Material Inventory: True North will perform an inventory of "other" hazardous materials (e.g., universal waste, mercury thermostats, smoke detectors, etc.) True North will include an approximate quantity and location of materials in the inventory.

True North expects to be able to begin work within 15 working days of receiving authorization to proceed. Reports will be completed within 15 working days of completing field sample collection activities. True North assumes that Client will provide unrestricted access to the property and with electricity and water available. Additionally, True North assumes that all materials will be accessible with a standard 6-foot step ladder. If materials exist that cannot be safely reached by other means, they will be assumed or sampled after Client provides an alternative to safely access these materials.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name

Signature:

Date:



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
525 Junction Road, Suite 1900
Madison WI 53717
(608) 234-5092
cvalcheff@consulttruenorth.com

QUOTATION

Proposal Date:	9/27/2023
Proposal #:	P223-118

Thank You For Your Business!



GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

- 4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.
- 4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,



interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.
- 6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.
- 6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and



fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

- 8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
- 9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.
- 9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

10.0 NOTIFICATION OF HAZARDS

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by



True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

16.0 MISCELLANEOUS

- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019



Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
525 Junction Road, Suite 1900
Madison WI 53717
(608) 234-5092
cvalcheff@consulttruenorth.com

QUOTATION

Proposal Date:	9/27/2023
Proposal #:	P223-118

Client

City of Fort Atkinson
Andy Selle
101 N. Main Street
Fort Atkinson, WI 53538

Project

FTATKINSON_DPW Asbestos Inspections
Ft. Atkinson DPW Properties
700 James Place
Fort Atkinson, Wisconsin 53538

Description	Quantity	Units	Rate	Amount
Hazardous Materials Assessment (Seven Structures)				\$20,000.00
Subtotal				\$20,000.00
Total				\$20,000.00

Asbestos: True North will perform an asbestos inspection on the seven buildings associated with the Department of Public Works Municipal Garage property located at 700 James Place in Fort Atkinson, Wisconsin. True North will mobilize to the site with a State-Certified asbestos inspector to complete the inspection and submit samples for laboratory analysis. A report will be prepared and will include a description of activities, map of approximate sample locations, quantity and condition of positive materials, field notes, and analytical data. Asbestos sampling is destructive sampling. True North will NOT be responsible for repairing any of the damaged sample areas and will attempt to collect samples in discrete areas. Some materials may be "assumed" to be asbestos-containing by True North. Roofing samples will be collected, as requested by Client. Client will be responsible for any damage done from the roof sampling activities. Selective demolition may be required in order to identify suspect materials and collect samples, however not all suspect material may be identified during this inspection. If suspect materials are identified during demolition/renovation, sampling of that material should be done prior to continued demolition/renovation. Report may be used for requesting abatement bids but all quantities should be field verified by bidders and not rely upon True North's reports.

Lead-Based Paint: True North will complete a lead-based paint inspection for recyclable materials only (e.g., painted brick, block, and concrete or other materials that may be crushed for recycling) on the interior and exterior portions of the property. True North may use an XRF Analyzer or collect paint chip samples to determine lead-based paint (LBP) content. A summary report of findings will be completed and provided to the Client that will include the identification of areas sampled, approximate locations, and results of sample analysis.

Hazardous Material Inventory: True North will perform an inventory of "other" hazardous materials (e.g., universal waste, mercury thermostats, smoke detectors, etc.) True North will include an approximate quantity and location of materials in the inventory.

True North expects to be able to begin work within 15 working days of receiving authorization to proceed. Reports will be completed within 15 working days of completing field sample collection activities. True North assumes that Client will provide unrestricted access to the property and with electricity and water available. Additionally, True North assumes that all materials will be accessible with a standard 6-foot step ladder. If materials exist that cannot be safely reached by other means, they will be assumed or sampled after Client provides an alternative to safely access these materials.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name _____ Signature: _____ Date: _____



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QUOTATION

Proposal Date:	9/27/2023
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Thank You For Your Business!



GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

- 2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.
- 2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:
 - 2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.
 - 2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.
 - 2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.
- 2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

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9.0 CHANGES

- 9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.
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- 16.1 **Governing Law:** These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.
- 16.2 **Severability:** If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.
- 16.3 **Entire Agreement:** The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.
- 16.4 **All Rights Reserved:** All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.
- 16.5 **No Assignment:** The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.
- 16.6 **Waste Manifests:** If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019

PROPOSAL

PRE-DEMOLITION: ASBESTOS & LEAD PAINT INSPECTION

City of Fort Atkinson

Site:

**7 Buildings Within the City of Fort Atkinson
(Former Union Hall, Old Residential Home, Garage for DPW, Old Creosote
Salt Shed, Truck Shed for DPW, New Salt Shed, & Commercial Garage)**

Proposal Date: September 19, 2023

Submitted By:
NorthStar Environmental Testing, LLC

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

September 19, 2023

City of Fort Atkinson
c/o Mr. Andy Selle
101 North Main Street
Fort Atkinson, WI 53538

Cost Proposal:	Pre-Demolition: Asbestos / Lead Paint Testing
Site:	7 buildings Within the City of Fort Atkinson Former Union Hall, Old Residential Home, Garage for DPW, Old Creosote Salt Shed, Truck Shed for DPW, New Salt Shed, & Commercial Garage

Thank you for the opportunity to provide this cost proposal in regards to pre-demolition asbestos and lead-based paint inspection services for 7 buildings located in the City of Fort Atkinson.

This cost proposal is based on limited information that was provided via email on September 15, 2023.

1 - Asbestos Inspection

Proposed scope of work for an Asbestos Inspection will include the following:

- Site visit for a building survey to detect the presence of asbestos containing materials (ACM) from throughout the structure.
- Bulk sampling of representative suspect interior and exterior ACM. Electrical equipment will not be sampled and may be assumed as asbestos containing. Roofs will be assumed ACM if the roof is inaccessible at the time of our inspection.
- Sample analysis by a NVLAP accredited laboratory.
- Final report with an inventory of ACM type and estimated quantity.
- A building diagram if client provided, can be included to show room names used for sampling locations.
- All sampling procedures to be performed by a licensed asbestos inspector accredited by the State of Wisconsin.
- Anticipated project duration includes two site days for inspection and testing. A report would be submitted within 7-10 business days following site work completion (unless client requests a faster turn around).

2 – Lead-Based Paint Inspection

Proposed scope of work for Lead Paint Testing will include the following:

- Testing for the presence of lead-based paint for demolition disposal/recycling issues using X-ray fluorescence (XRF) technology.
- Representative testing locations will be chosen for each type of painted substrate on cementitious materials throughout the structures.
- Final report will include testing data listed in a room by room format.
- Testing will be performed by a State of Wisconsin accredited lead risk assessor.
- Lead paint testing will be completed concurrent with asbestos testing (same site visit).

All testing will be performed according to client requirements for site access during NorthStar's normal business hours.

Survey Limitations

Limitations to performing the survey may include: confined spaces or areas possessing high voltage equipment not able to be properly de-energized with effective lock-out/tag-out procedures; structurally unsafe areas; isolated or inaccessible building areas; mechanical spaces or equipment that would require extensive demolition or dismantling to provide adequate access for material identification or sampling. Additional presumed-ACM that may be located in spaces not accessible during the survey, hidden from view, or not sampled at the client's request, may require additional sampling prior to disturbance by future renovation or demolition activity. Materials or areas with limited accessibility such as underground piping, boiler interiors, vessel & tank lining, chimney/flue/stack interiors, false ceiling/wall cavities, gasket material, subsurface building adhesives & caulking, fire door interiors, electrical components/wiring/equipment and similarly inaccessible items may require assumption of asbestos content for inclusion in this survey.

Quantification of asbestos materials will be estimated and inventoried with a room-by-room format. The estimates will be based on visible conditions and may require verification by building owner or abatement/demolition contractor prior to use for demolition design, bidding and/or regulatory compliance notification purposes.

Asbestos Analysis Methodology

Bulk samples of suspect ACMs will be collected and forwarded under chain-of-custody to a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis by polarized light microscopy (PLM) to evaluate whether asbestos fibers are present. The bulk samples will be analyzed using the U.S. Environmental Protection Agency (USEPA) *Method for the Determination of Asbestos in Bulk Building Materials*, Method 600/R-93/116. This method states that all multiple, distinct layers identified by the laboratory must be analyzed individually. Therefore, sample analytical results will be provided for each distinct layer of each sample submitted.

In addition to evaluating a bulk sample for layers, regulatory procedures require that a confirmatory "Point Counting" test be performed on samples resulting in an initial positive PLM result of <1% asbestos content. This more precise test is required to give confirmative quantification of a low subjective (PLM visual estimate) percentage reading. As it is impossible to predict how many of the presumed number of ACM samples will fall into this category, NorthStar will provide this analysis and charge on a unit cost, only as needed. For budgeting purposes, we generally estimate five percent of PLM results require Point Count confirmation.

Project Cost Estimate:

7 Buildings – Fort Atkinson, WI

Asbestos/Lead Paint Testing:

Asbestos Inspection (Site Survey, Reporting & Mobilization)	\$2,300 - \$2,500
Asbestos Bulk Sample Analysis by PLM (est. 200 - 230 samples @ \$17 ea)	\$3,400 - \$3,910
Asbestos Bulk Sample Analysis by Point Count (est. 2 - 4 samples @ \$55 ea)	\$110 - \$220
XRF Lead Paint Inspection (Site Survey, Reporting & Mobilization)	\$600 (Optional)

Total Estimated Cost = \$6,410 - \$7,230

The number of samples is estimated and assumes standard turn around; sample quantity may vary and samples beyond the estimated quantity will be invoiced according to the fee listed. Additionally, budgets are estimates and we reserve the right to reallocate budget between the services listed for actual work performed, but will not exceed the total contract without written approval.

Additional services performed beyond the original scope of work will require pre-authorization from the client.

NorthStar is an accredited State of Wisconsin Lead & Asbestos Company, certification number DHS-925800. Testing services are performed by State of Wisconsin Asbestos Inspector licensed individuals.

Thank you for the opportunity to provide this cost proposal. Please contact us at 715.693.6112 or info@NorthStarTesting.com should you need any additional information.

Submitted By,

NorthStar Environmental Testing, LLC.



Dave Barrett
Senior Project Manager

Proposal Acceptance

NorthStar will provide pre-demolition Asbestos and Lead-Based Paint inspections for 7 buildings located in Fort Atkinson, WI according to the specified scope of work and estimated costs.

Please indicate your acceptance of our proposal by signing below and returning a copy to NorthStar Environmental Testing.

Accepted By:

Company Name _____

Authorized Representative _____

Title _____

Signature _____

Date _____

PAYMENT TERMS & CONDITIONS - Your signature of acceptance will authorize the work scope as described. The work will be performed in accordance with the terms and conditions as defined above. The project will be invoiced upon completion with the total amount due within 30 days of the invoice submission to client

RESOLUTION NO. 1398

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES RELATING TO THE
PUBLIC WORKS OPERATIONS FACILITY AND OTHER ROAD CONSTRUCTION PROJECTS
FROM PROCEEDS OF BORROWING**

WHEREAS, the City of Fort Atkinson, Jefferson County, Wisconsin (the "Issuer") plans to undertake a Public Works Operations facility construction project (the "PW Project");

WHEREAS, the Issuer also plans to construct several roads in 2023 or 2024 to support development within TID #9 ("Road Projects"); and

WHEREAS, the Issuer expects to finance the PW Project and the Road Projects (collectively, the "Projects") on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

WHEREAS, because the Bonds will not be issued prior to commencement of the Projects, the Issuer must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the City Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Bonds become available. Such expenditures include, but are not limited to, the approved purchase of land for the PW Project; the approved proposal for the building design and construction documents for the PW Project; and the public roads and infrastructure within Tax Increment District #9 to support certain development projects.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$26,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval

in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Approved and adopted this 6th day of April, 2023.



Christopher Scherer, City Council President

ATTEST:
(SEAL)



Michelle Ebbert, City Clerk/Treasurer/Finance Director