



Agenda
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, DECEMBER 7, 2021 – 7:00 PM
CITY HALL – SECOND FLOOR**

<https://us02web.zoom.us/j/83950900371?pwd=a2hTMGgrUG94OXhVTi9nUVhDcXFBUT09>

Meeting ID: 839 5090 0371

Passcode: 53538

Dial by Location
+1 312 626 6799

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 563-7760. 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 – None**
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 November 16, 2021 regular City Council meeting** (Ebbert)
 - b. Review and possible action relating to the **minutes of the November 17, 2021 Sex Offender Residency Board meeting** (Ebbert)

- c. Review and possible action relating to the **minutes of the November 23, 2021 Plan Commission meeting** (Ebbert)
- d. Review and possible action relating to the **minutes of the November 23, 2021 Finance Committee meeting** (Ebbert)
- e. Review and possible action relating to a Special Event: **Rotary Lights at Train Depot Pavillion** (Ebbert)

6. Petitions, Requests, and Communications:

- a. Review and Possible action relating to a request from the **Driftskipper Snowmobile Club to mark a trail** in the Klement Business Park (Selle)

7. Resolutions and Ordinances:

- a. First Reading of an Ordinance to repeal and recreate Section 98-76 of the City of Fort Atkinson Municipal Code relating to **Private Well Abandonment and Well Operation Permit Ordinance** (Hayden)

8. Reports of Officers, Boards, and Committees:

- a. City Manager's Report (LeMire)
- b. Report to the Council on City's Snow and Ice Control Policy (Williamson)

9. Unfinished Business:

- a. Review and possible action relating to a **State/Municipal Financial Agreement for a State-Let Highway Project** for roadwork on Whitewater Avenue from Madison Avenue to County Highway M (Selle)
- b. Review and possible action relating to a **State/Municipal Financial Agreement for the Robert Street Bridge Project** (Selle)

10. New Business:

- a. Review and possible action relating to **the Appointment of Election Inspectors for the 2022-2023 Election Cycle** (Ebbert)
- b. Review and possible action relating to a request **for 2022 Capital Outlay Purchase of F350 Truck and Plow** at a cost of \$46,040 for the Parks and Recreation Department (Kettermann)
- c. Review and possible action relating to hiring **Fisher Brothers to Resurface and Repaint the Waterslide at the Aquatic Center for \$28,250**, funded through the 2022 CIP (Kettermann)
- d. Review and possible action relating to the **Grit Conveyor Replacement**, from Utility Replacement Funds, at a cost not to exceed \$48,020 (Christensen)

- e. Review and possible action relating to **Consulting Contract for Stormwater Services with Water Resource Associates** at a cost not to exceed \$4,320 (Selle)
- f. Review and possible action relating to a **one-lot extraterritorial Certified Survey Map** for a property located on Arbor Road in the Town of Koshkonong for Karen Perdue (CSM-2021-11) (Selle)
- g. Review and possible action relating to a **one-lot extraterritorial Certified Survey Map** for a property located on Banker Road in the Town of Jefferson for Joy and Tom Lavake (CSM-2021-12) (Selle)

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)

13. Adjournment

Date Posted: December 3, 2021

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

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**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, NOVEMBER 16, 2021 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 7:00 pm.

2. ROLL CALL

Present: Cm. Becker, Cm. Hartwick, Cm. Housley and President Scherer. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Police Chief, Fire Chief, Wastewater Supervisor, Water Supervisor, Public Works Superintendent, Park & Rec Director and Library Director.

Excused absence: Cm. Johnson.

3. PUBLIC HEARINGS - NONE

4. PUBLIC COMMENT - NONE

5. CONSENT AGENDA:

- a) *Review and possible action relating to the minutes of the November 2, 2021 regular City Council meeting (Ebbert)*
- b) *City Sewer, Water, and Stormwater Utility Financial Statements as of October 31, 2021 (Ebbert)*
- c) *Review and possible action relating to building, plumbing, and electrical permit report for October, 2021 (Juarez)*
- d) *Review and possible action relating to the City Clerk-issued License and Permit Report for October 2021 (Ebbert)*
- e) *Review and possible action relating to a Special Event: Fort Atkinson Holiday Tree Lighting. (Ebbert)*
- f) *Review and possible action relating to a Special Event: Santa visit with Hayride. (Ebbert)*

Cm. Hartwick moved, seconded by Cm. Housley to approve the Consent Agenda as listed, items 5.a. through 5.f. Motion carried.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS - NONE

7. RESOLUTIONS AND ORDINANCES:

- a) *Review and possible action relating to a Resolution Adopting the 2022 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson, Jefferson County, Wisconsin (LeMire)*

Cm. Housley moved, seconded by Cm. Hartwick to adopt the resolution adopting the 2022 Annual Budget and Setting the Property Tax Levy for the City of Fort Atkinson, Jefferson County, Wisconsin. Motion carried.

- b) *Review and possible action relating to a Resolution Confirming the Total Levy for Taxing Jurisdictions in the City of Fort Atkinson and Determining the Mill Rate (LeMire)*

Cm. Housley moved, seconded by Cm. Hartwick to adopt the resolution confirming the Total Levy for Taxing Jurisdictions in the City of Fort Atkinson and Determining the Mill Rate. Motion carried.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

- a) *City Manager's Report (LeMire)*

9. UNFINISHED BUSINESS - NONE

10. NEW BUSINESS:

- a) *Review and possible action relating to the 2022 Small Animal Collection Contract with the Humane Society of Jefferson County (Ebbert)*

Clerk Ebbert presented the annual contract for small animal collection. The contract represents a 2.5% or \$.06 increase. The Society offers a 1.5% discount if the annual fee is paid in one installment.

Cm. Hartwick moved, seconded by Cm. Housley to approve the 2022 Small Animal Collection Contract with the Humane Society of Jefferson County in the amount of \$34,133.74. Motion carried.

- b) *Review and possible action relating to the purchase of two squad cars and additional equipment for City of Fort Atkinson Police Department from the Capital Improvements Projects Budget. (Bump)*

Chief Bump presented the quotes for the squads as 2022 budgeted purchases. Ordering the squads as early as possible is crucial to allow for timely delivery.

Cm. Housley moved, seconded by Cm. Hartwick to approve the purchase of two squad cars and additional equipment from Ewald Commercial Vehicle Services for no more than \$88,000. Motion carried.

- c) *Review and possible action relating to the authorization of ARPA Funds for training Advanced Emergency Medical Technicians in the City of Fort Atkinson Fire Department. (Rausch)*

Chief Rausch discussed the necessity to timely train EMTs based on training availability and length of training. Chief has active members committed to registering for the training. Training will begin in January with completion by August.

Cm. Hartwick moved, seconded by Cm. Housley to authorize the use of ARPA Funds for the training of Advanced Emergency Medical Technicians in the City of Fort Atkinson Fire Department at a cost of \$49,980. Motion carried.

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)

Cm. Hartwick moved, seconded by Cm. Housley to approve the list of verified claims and authorize payment. Motion carried.

13. ADJOURNMENT

Cm. Becker moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 7:40 pm.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer



**SEX OFFENDER RESIDENCE BOARD MEETING
COUNCIL CHAMBERS, MUNICIPAL BUILDING AND VIA ZOOM
101 NORTH MAIN STREET, FORT ATKINSON, WISCONSIN
WEDNESDAY, NOVEMBER 17, 2021 – 11 A.M.**

1. CALL TO ORDER

President LeMire called the meeting to order at 11:00 am.

2. ROLL CALL

Member Zentner, Member Hartwick, Cm. Housley, Chief Bump, Manager LeMire
Also present: City Attorney, Captain Schulz and Clerk/Treasurer.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE SEX OFFENDER RESIDENCE APPEAL FORM FROM ROLAND PHILIP GORDON MESSIER JR

Manager LeMire referenced the residency restrictions of the offender ordinance and asked questions of the applicant. Applicant is required to register until 2029. Applicant has resided at the said address for approximately 9 months. The requested residency is 116 feet from an elementary school. Ordinance restricts 1,500 feet from a residency.

Kelly, girlfriend of 10 months, 21 years of friendship spoke in support of the applicant. Friend has lived at the Grove Street address for 14 years.

Riley, cousin, spoke in support of the applicant.

Chief Bump moved, seconded by Board Member Hartwick to grant the offender's request for exemption with the following conditions over the next 12 months:

- No criminal violations
- No violation of sex offender registry program
- Seek treatment and/or counseling and provide within 60 days of November 17, 2021, proof to the Police Department.
- Provide 6 month update to the Police Department confirming continuous counseling.
- SORB meeting in 12 months to review.

Motion carried unanimously

4. ADJOURNMENT

Manager LeMire moved, seconded by Cm. Housley to adjourn. Meeting adjourned at 11:52 am.

Respectfully submitted
Michelle Ebbert
City Clerk/Treasurer



**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, NOVEMBER 23, 2021 – 4:00 PM**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Becker, Cm. Highfield, Cm. Schultz, Cm. Lescohier, Cm. Kessenich, Manager LeMire and Engineer Selle. Also present: City Attorney, Clerk/Treasurer, Public Works Superintendent and Building Inspector.

3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE OCTOBER 26, 2021 REGULAR PLAN COMMISSION MEETING.

Cm. Becker moved, seconded by Cm. Highfield to approve minutes as presented. Motion carried.

4. PUBLIC HEARING RELATING TO THE APPLICATION FOR A CONDITIONAL USE PERMIT FOR A PROPERTY LOCATED AT 600 HIGHLAND AVENUE, FOR LIL HAWKS KIDZ ACADEMY TO ALLOW USE OF THE SITE AS A CHILDCARE CENTER FOR FULL AND HALF-DAY CARE.

Manager LeMire opened the public hearing at 4:01 pm. No comments or questions were raised, the public hearing was closed at 4:02 pm.

5. REVIEW AND POSSIBLE ACTION ON A CONDITIONAL USE PERMIT FOR LIL HAWKS KIDZ ACADEMY, 600 HIGHLAND AVENUE, TO ALLOW USE OF THE SITE AS A CHILDCARE CENTER FOR FULL AND HALF-DAY CARE (CUP-2021-1)

Inspector Juarez presented the submission. The location is a current dental clinic that will be moving out of the building. This request does comply with the Comprehensive Plan. Discussion occurred on the driveway access and fencing. The State has restrictions on the number of children, ages and occupancy totals.

Cm. Lescohier moved, seconded by Cm. Schultz to approve the Conditional Use Permit for Lil Hawks Kids Academy, 600 Highland Avenue, to allow use of the site as a childcare center for full and half-day care. Motion carried.

6. REVIEW AND POSSIBLE ACTION ON SPECIAL AREA DESIGN ALTERATION FOR 221 S. MAIN STREET TO REPAIR THE BUILDING AND REPLACE FAÇADE MATERIALS (DAR-2021-01)

Inspector Juarez discussed the request in relation to the Zoning Code. Upon inspection, it was found to need correcting structural repairs and replacing dilapidated materials. This property is in the historic district but is not a designated property.

Cm. Becker moved, seconded by Cm. Highfield to direct Staff to work with applicant on the 'flat panel or glass' window definition noted on the diagram and to consider historic features on the lower half of the building's facade similar to architectural features on the upper half of the building's facade. Motion carried.

7. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO THE PRELIMINARY CERTIFIED SURVEY MAP TO CREATE A 33,000 SQUARE FEET RESIDENTIAL BUILD SITE IN A JEFFERSON COUNTY R-2 ZONING DISTRICT ON ARBOR ROAD IN THE TOWN OF KOSHKONONG FOR KAREN PERDUE (CSM-2021-11)

Cm. Kessenich moved, seconded by Cm. Becker to recommend to the City Council relating to the Preliminary Certified Survey Map to create a 33,000 square feet residential build site in a Jefferson County R-2 Zoning District on Arbor road in the Town of Koshkonong for Karen Perdue. Motion carried.

8. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO THE PRELIMINARY CERTIFIED SURVEY MAP –EXTRA TERRITORIAL TO COMBINE TWO LOTS TO CREATE A ONE ACRE RESIDENTIAL SITE IN A JEFFERSON COUNTY R-2 ZONING DISTRICT ON BANKER ROAD IN THE TOWN OF JEFFERSON FOR JOY AND TOM LAVAKE (CSM-2021-12)

Cm. Becker moved, seconded by Cm. Schultz to recommend to the City Council relating to the Preliminary Certified Survey Map – Extra Territorial to combine two lots to create a one acre residential site in a Jefferson County R-2 zoning district on Banker Road in the Town of Jefferson for Joy and Tom LaVake. Motion carried.

9. ADJOURMENT

Cm. Kessenich moved, seconded by Cm. Becker to adjourn. Meeting adjourned at 4:31 pm.

Respectfully submitted
Michelle Ebbert
Clerk/Treasurer



**FINANCE COMMITTEE MEETING
IN PERSON AND VIA ZOOM
TUESDAY, NOVEMBER 23, 2021 – 5:00 PM**

1. CALL MEETING TO ORDER

President Scherer called the meeting to order at 5:00 pm.

2. ROLL CALL

Present: Cm. Becker and President Scherer. Also present Cm. Hartwick, City Manager and City Clerk/Treasurer.

Excused absence: Cm. Johnson.

3. REVIEW OF PROPOSED 2022 FULL-TIME, PART TIME, AND SEASONAL WAGES INCLUDED IN THE ADOPTED 2022 OPERATING BUDGET (LEMIRE)

Manager LeMire reviewed the wage documents with increases to positions as approved in the 2022 Budget.

4. REVIEW AND POSSIBLE RECOMMENDATION TO THE CITY COUNCIL RELATING TO THE PROPOSED 2022 FEE SCHEDULE RESOLUTION (LEMIRE)

The Committee provided consensus on the draft resolution and encouraged Staff to continue amending.

5. ADJOURNMENT

Cm. Becker moved, seconded by Cm. Hartwick to adjourn. Meeting adjourned at 5:52 pm.

Respectfully submitted,
Michelle Ebbert
City Clerk/Treasurer



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, City Clerk/Treasurer/Finance Director

RE: Review and possible action relating to Special Event:
Rotary Club of Fort Atkinson – Rotary Lights

BACKGROUND

The City of Fort Atkinson is committed to supporting quality special events throughout the community. The Special Event Guide and Application was created to assist with planning events in the city and to allow appropriate contact information be obtained and forwarded to Departments. The planning guide is designed to assist members of the community in the planning, preparation and running of events and programs in Fort Atkinson.

The Special Event Guide defines a special event as a planned extraordinary occurrence or temporary aggregation of attractions, open to the public, that (a) is conducted on public property, (b) is conducted on private property and has a substantial impact on public property, (c) has activities that request special temporary licenses; or (d) require special city services, whether open to the public or not, including but not limited to, any of the following: street closures, provisions of barricades, garbage cans, stages or special no parking signs, special electrical services, or special police protection. Special events include, but not limited to, neighborhood and community festivals, parades, processions, fairs, and bicycle or foot races.

DISCUSSION

Event: Rotary Club Holiday Light Display (outdoor)

Dates and Hours of Event: beginning December 10th through December 31st

Locations: Rotary train depot pavilion along the Bike trail on Janesville Avenue

Contact Person: Margaret Bare

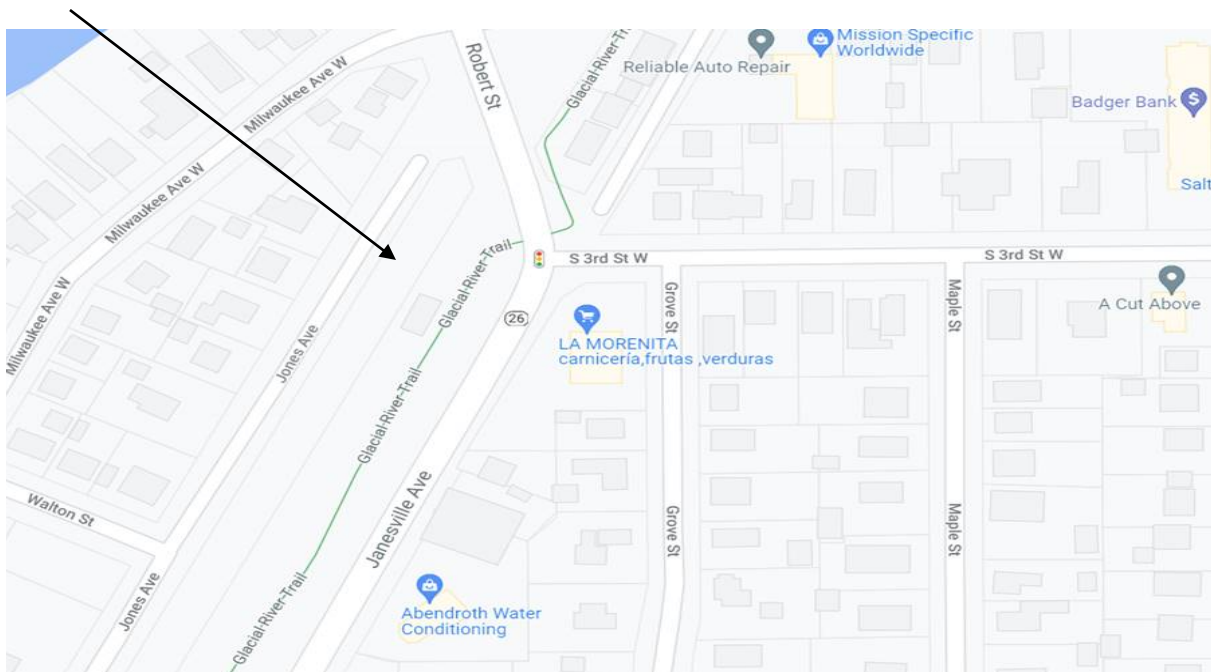
Estimated Number of Attendees: 5000+ - open to community, outdoor light display

The Rotary Club submitted an application to add holiday lights to the Pavilion located along the bike trail on Janesville Avenue.

City Electrician Jeff Armstrong confirmed electricity is available for the lighting however the outlets are live 24/7 which means the Club would be responsible for turning lights on/off or installing a timer. The Rotary Club had not responded with their lighting plan as of Council packet assembly on Friday, Dec. 3.



Location of Rotary Club Train Depot



FINANCIAL ANALYSIS

There is no financial impact to the City of Fort Atkinson for the event.

RECOMMENDATION

Staff recommends that City Council approve the Rotary Club light display on the Rotary Train Depot Pavilion contingent on the Rotary Club confirming the mechanism for the lighting.

ATTACHMENTS

Special Event Application



CITY OF FORT ATKINSON
Special Event Application

Name of Business/Group Organizing Event: <u>Rotary - Fort Atkinson</u>	
Contact Person for Event: <u>Margaret Bare</u>	
Phone Number: <u>920-723-4008</u> Office <u>920-563-6562</u> Email: <u>mbare@forttaxservice.com</u>	
Is the Business/Group Organizing Event: <input type="checkbox"/> For profit or <input checked="" type="checkbox"/> Non-Profit	
Special Event Details	
Event Name: <u>Rotary Lights</u>	
Event Date: <u>12/7/21</u>	
Event Location: <u>Train Depot Pavillion - Janesville Ave</u>	
Estimated Number of Attendees:	Hours of Event:
Check all applicable boxes:	
<input type="checkbox"/> I am renting a City Park	Attach copy of paid park rental from Parks & Recreation (920) 563-7781.
<input type="checkbox"/> I will be having music	Start and end time of music:
<input type="checkbox"/> I will be closing a street(s)	Attach site diagram with details. Barricades can be provided by Public Works upon request (920) 563-7771.
<input type="checkbox"/> I will be selling beer and/or wine*	Attach Temporary License and Bartender/Operator Applications. Contact City Clerk (920) 563-7760
*Restroom Plan also required with sales of beer and/or wine. Refer to the Special Event Guide.	
<input type="checkbox"/> I will be erecting a tent, canopy or other temporary structure.	
<u>We will be lighting up the Pavillion during holiday season to coordinate with other bike path lighting</u>	
By signing, I agree to the following statements:	
I understand I am responsible for a fire safety and medical plan. I understand it is my responsibility to read the Special Events Guide. I understand I may be required to provide Proof of Insurance. I am responsible to contact each Department to arrange for assistance. I understand I am responsible for timely clean up after the event.	
Responsible Party Signature: <u>Margaret Bare</u>	

Office Use Only

Date Submitted to Clerk: 12/1/2021 Date Emailed to Departments: 12/1/2021

Department	Comments, Concerns, Action(s) to be taken
<input checked="" type="checkbox"/> Clerk/Treasurer	<u>no concerns</u>
<input checked="" type="checkbox"/> EMS - Ryan Brothers Ambulance	<u>no comment provided</u>
<input checked="" type="checkbox"/> Engineer and Building Inspection	<u>no concerns</u>
<input checked="" type="checkbox"/> Electrician	<u>confirm lighting schedule.</u>
<input checked="" type="checkbox"/> Fire and Rescue Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Library and Museum	<u>no concerns</u>
<input checked="" type="checkbox"/> Parks & Recreation	<u>no concerns</u>
<input checked="" type="checkbox"/> Police Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Public Works Department	<u>no concerns</u>
<input checked="" type="checkbox"/> Wastewater and Water Utility	<u>no concerns</u>
Date Reported to City Council (if necessary): <u>12/7/21</u>	
Comments, Contingencies, Findings:	



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Andy Selle, P.E.

RE: Driftskipper Snowmobile Club Request

BACKGROUND

Since 2009, the Driftskipper Snowmobile Club has requested to mark a trail in Klement Business Park to give them access from Poeppel Road to the Business Park, Shell gas station and to Groeler Road.

DISCUSSION

The Club has done a good job of marking and monitoring the trail. There have not been any issues or problems with their use of the trail. The City would have the option of terminating the request when development occurs in the Park, if problems develop with the Club's use, or for any other reason. They will also be marking a trail along Business 26, but that road is under County jurisdiction and will need their approval.

FINANCIAL ANALYSIS

There are no financial obligations to the City for approving this request.

RECOMMENDATION

Staff recommends approving this request.

ATTACHMENTS

Names/Titles of the documents attached

November 14, 2021

To the City of Fort Atkinson,

The Fort Atkinson Driftskipper Snowmobile Club is seeking permission to sign a trail on the south side of the Business Park. Approximately 20 years ago, we appeared before the City Counsel for this approval.

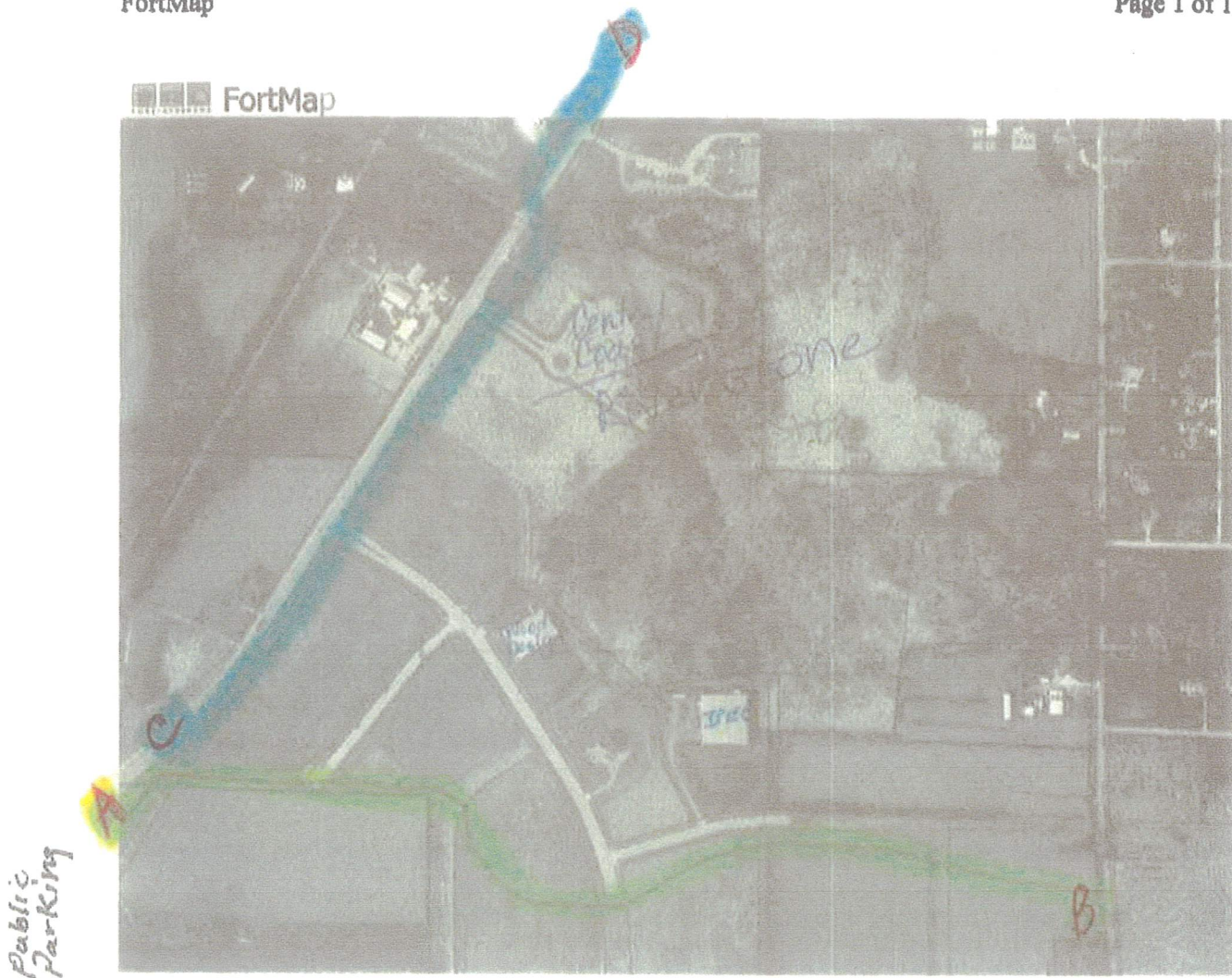
Our club is insured and registered as a club with the state. Previously, we had a detailed map showing the route. (See attachment)

We would sign the trail to DNR standards, and we would be in the road right of way, 40' off the roadway. We have contacted both Spacesaver and Riverstone about the trail, and have their permission, as it would not be on their property.

The purpose of the trail is to get from Poeppel Road to the Business Park, Shell gas station and to Groeler Road.

Todd Lueder,
Fort Atkinson Driftskippers

920-723-0508



A - B = Primary trail

C - D = Fuel/Engine Repair Shop Trail

400ft
2,277,066 058 329,834 477 Feet

3 of 3



DRIFSKI-01

SCHAMPION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schwartz & Shea Ins Agency - Janesville PO Box 1550 Janesville, WI 53547	CONTACT NAME: Stephanie Champion		
	PHONE (A/C, No, Ext): (608) 754-3336	FAX (A/C, No): (608) 754-5609	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED DRIFT SKIPPERS c/o Mike Koser, Treas 501 Clover Ln Fort Atkinson, WI 53538	INSURER A: West Bend Mutual		NAIC # 15350
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2056383	11/9/2021	11/9/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Snowmobile Club

Certificate Holder is not an Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of Fort Atkinson 101 N Main St Fort Atkinson, WI 53538	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MEMORANDUM

DATE: December 7, 2021

TO: City of Fort Atkinson City Council

FROM: Tim Hayden, Water Utility Supervisor

RE: First reading relating to an Ordinance to repeal and recreate Section 98-76 of the City of Fort Atkinson Municipal Code relating to Private Well Abandonment and Well Operation Permit Ordinance

BACKGROUND

The City has twenty-one private wells that are owned by the City or by private property owners and used for irrigation. These wells need to be tested periodically to ensure that they are providing safe water and are not connected to the municipal water supply. It was brought to the attention of the water department by our WDNR representative that our current ordinance dealing with private wells did not give us enough authority to address non-compliant private wells in the City.

DISCUSSION

The proposed Ordinance repeals and recreating the existing Ordinance relating to private wells. It provides additional details about the process for obtaining a Well Operation Permit and references a cost of such a permit, to be approved by the City Council via resolution. The new ordinance includes more thorough definitions and provides abandonment procedures.

When this Ordinance was last presented to the Ordinance Committee, several questions arose from the discussion:

1. What is the cost of the bacteria sample that will be required?
 - a. *The Wisconsin State Lab of Hygiene charges \$30 for this test.*
2. What is the cost of a well inspection to verify that the well is in good working order?
 - a. *The estimated cost for this inspection is \$175 and must be conducted by a licensed well driller and pump installer.*
3. If a well is found to be unsafe or non-compliant, do we allow one additional year to seal the well?
 - a. *No permit will be issued should the well not meet the requirements in section*
4. If properties are annexed, do they need to abandon their well immediately and connect to the city service or are they allowed a window of time until their system fails?
 - a. *They have one year to abandon the well and connect to the public water system. The property owner may apply for a Well Operation Permit to*

continue to use the well for irrigation purposes only; however, reduced cost of water to be used for irrigation is not justification for approval of the Permit by the City Engineer.

5. If properties are annexed and laterals are not available, what will the procedure be?
 - a. *Providing that water main is installed adjacent to the property, the water utility would stub in a service to the right of way and it would then be the responsibility of the property owner to install the lateral from the right of way to the home. The property owner is responsible for the cost of the connection to the water main. If a property is annexed, meeting the other requirements of annexation (such as being adjacent to City land), but a water main is not available adjacent to the property, then the City could enter into an Agreement with the property owner to allow the continued use of the well for drinking water until the City can provide a water main. This is an unlikely but possible scenario.*

FINANCIAL ANALYSIS

Customers who choose to apply for a two-year Well Operation Permit must submit a fee to cover the staff time to review and process the application. The cost for the initial application and the renewal is proposed to be the same, as the application is the same and requires the same staff review process. Staff is proposing the fee to be \$200 for a two-year permit per the analysis outlined in Table 1 below.

Responsible City Staff	2022 Fully-Burdened Hourly Wage Rate	Estimated Processing Time (Hours)	Wage Rate x Hours to Process	Description of Responsibilities
C/T Office Staff	\$ 30.96	2	\$ 61.92	Providing information; acceptance of application; processing of fee; distribution of application and supplemental information; tracking and record keeping
Water Utility Supervisor	\$ 52.93	1.5	\$ 79.40	Provide information; review of application and supplemental information; tracking of applications, contact information, well locations; tracking of permit issuance status
City Engineer	\$ 62.34	1	\$ 62.34	Final review of application and supplemental info; issuance of permit
Total Estimated Cost to Process a Well Operation Permit:			\$ 203.66	
Rounded Proposed Well Permit Application Fee			\$ 200.00	

Staff is currently working on a Fee Resolution to be adopted by the City Council on December 21st for the calendar year 2022. This proposed fee will be incorporated into the Resolution.

RECOMMENDATION

The Ordinance Committee reviewed the draft ordinance and proposed well permit fee at the meeting on November 16th. The Committee recommended that the City Council perform the

first reading of the Ordinance at the Council meeting on December 7th. Staff also recommends that the City Council perform the first reading of the attached Ordinance and, if acceptable, direct the City Manager to prepare it for a second reading on December 21st.

ATTACHMENTS

Sec. 98-76 – Current Private Well Ordinance; Sec. 98-76 Repeal & Recreate – Private Well Ordinance

Sec. 98-76. Private well abandonment.

- (a) *Generally.* All private wells located on any premises within the city served by the public water system of the water utility shall be properly filled within 30 days after connection to the municipal water distribution system. Only those wells for which a well operation permit has been granted by the city engineer may be exempted from this requirement, subject to conditions of maintenance and operation.
- (b) *Well operation permits.* A permit may be granted to a well owner to operate a well if the following requirements are met:
 - (1) The well and pump installation meet the requirements of D. Comm., ch. NR112, Wis. Admin. Code, and a well constructor's report is on file with the state department of natural resources, or certification of the acceptability of the well has been granted by the private water supply section of the department of natural resources.
 - (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced by three samplings two weeks apart.
 - (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
 - (4) No physical connection shall exist between the piping of the public water system and the private well.
- (c) *Methods.* Wells to be abandoned shall be filled according to the procedures outlined in D. Comm., ch. NR112, Wis. Admin. Code. The pump and piping must be removed and the well checked for obstructions prior to plugging. Any obstruction or liner must be removed.
- (d) *Reports and inspection.* A well abandonment report must be submitted by the well owner to the department of natural resources on forms provided by that agency (available at the office of the city engineer). The report shall be submitted immediately upon completion of the filling of the well. The filling must be observed by a representative of the city.
- (e) *Penalties.* Any person violating any provision of this section shall upon conviction be subject to section 1-10. Each 24-hour period during which a violation exists shall be deemed and constitute a separate offense.

(Code 1969, § 11.06)

ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL AND RECREATE SECTION 98-76
OF THE CITY OF FORT ATKINSON MUNICIPAL CODE RELATING TO
WELL ABANDONMENT AND WELL OPERATION PERMITS**

WHEREAS, s. NR 810.16 of the Wisconsin Administrative Code, directs suppliers of water for municipal water systems to implement a program for the regulation of wells which are not part of the municipal water system and are located on premises served by the municipal water system; and

WHEREAS, the goal of such a program is to prevent unused, unsafe, and noncomplying wells from acting as vertical conduits for aquifer contamination or as a source of unsafe water that could enter the public water system through cross connections; and

WHEREAS, the City of Fort Atkinson has a municipal water system and desires to implement a program regulating wells to prevent opportunities for cross connections.

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

Section 1. Section 98-76 – Private well abandonment is hereby repealed and the recreated as follows:

“Sec. 98-76 – Private Well Abandonment and Well Operation Permits.

- A. Purpose: To protect public health, safety and welfare and to prevent contamination of groundwater by assuring that unused, unsafe, or noncomplying wells or wells which may act as conduits for contamination of groundwater or wells which may be illegally crossconnected to the municipal water system, are properly maintained or abandoned.
- B. Applicability: This ordinance applies to all wells located on premises served by the Fort Atkinson municipal water system.
- C. Definitions:
 - 1. **Municipal water systems:** a community water system owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, municipal water district or a federal, state, county, or municipal owned institution for congregate care or correction, or a privately-owned water utility serving the foregoing.
 - 2. **Noncomplying:** a well or pump installation which does not comply with s. NR812.42, Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to s. NR 812.43, Wisconsin Administrative Code.
 - 3. **Pump Installation:** the pump and related equipment used for withdrawing water from a well, including the discharge piping, the underground connections, pit less adapters, pressure tanks, pits, sampling faucets and well seals or caps.
 - 4. **Unsafe:** well or pump installation means one which produces water which is bacteriologically contaminated or contaminated with substances which exceed the drinking water standards of chs. NR 140 or 809, Wisconsin Administrative Code, or for which a Health Advisory has been issued by the Department of Natural Resources.

5. **Unused:** well or pump installation means one which is not used for does not have a functional pumping system.
 6. **Well:** a drill hole or other excavation or opening deeper than it is wide that extends more than 10 feet below the ground surface constructed for the purpose of obtaining groundwater.
 7. **Well abandonment:** the proper filling and sealing of a well according to the provisions of s. NR 812.26, Wisconsin Administrative Code.
 8. **Served:** any property located within the municipal boundaries of the City of Fort Atkinson which includes a public water main adjacent to the property.
- D. **Abandonment Required.** All wells on premises served by the municipal water system shall be abandoned in accordance with Section F of this ordinance by January 1, 2022, or no later than 1 year from the date of connection to the municipal water system, unless a valid well operation permit has been issued to the well owner by the City of Fort Atkinson under terms of Section E of this ordinance.
- E. **Well Operation Permit.** Owners of wells on premises served by the municipal water system wishing to retain their wells for irrigation shall make application for a Well Operation Permit for each well by June 1st of each even-numbered year. The City of Fort Atkinson may grant a permit to a well owner to operate a well for a period of two years providing all conditions of this section are met. A Well Operation Permit may be renewed for another two years by submitting an application verifying that the conditions of this section are met at the time of the renewal application. The City of Fort Atkinson or its agent, may conduct inspections and water quality tests or require inspections and water quality tests to be conducted at the applicant's expense to obtain or verify information necessary for consideration of a permit application or renewal. Permit applications and renewals shall be made on forms provided by the City Clerk. The following conditions must be met for issuance or renewal of a Well Operation Permit:
1. A licensed well driller or licensed pump installer must perform and submit an inspection attesting to the following:
 - i. The well and pump installation shall meet the Standards for Existing Installations describe in s. NR 812.42, Wisconsin Administrative Code.
 - ii. The well and pump shall have a history of producing safe water evidenced by at least 1 coliform bacteria sample within 30 days of application. In areas where the Department of Natural Resources has determined that groundwater aquifers are contaminated with substances other than bacteria, additional chemical sampling may be required to document the safety of the water.
 - iii. There shall be no cross connections between the well's pump installation or distribution piping and the municipal water system.
 - iv. The water from the private well shall not discharge into a drain leading directly or indirectly into a public sanitary sewer or storm water sewer unless properly metered and authorized by the City Engineer or his/her designee.
 - v. The private well shall have a functional pumping system.
 2. The City Engineer shall determine that the well is necessary and justified in addition to the water provided by the municipal water system. Reduced cost of water shall not be a factor for consideration.

3. There shall be a fee for the Well Operation Permit, which shall be submitted at the time of the application. The fee shall be payable to the City of Fort Atkinson and the amount shall be approved by the City Council via Resolution. The initial application fee may be pro-rated if applied for outside of the regular two-year cycle as described in this Section.
- F. Abandonment Procedures.
1. All wells abandoned under the jurisdiction of this ordinance shall be done according to the procedures and methods of s. NR 812.26, Wisconsin Administrative Code. All debris, pumps, piping, unsealed liners and any other obstructions which may interfere with sealing operations shall be removed prior to abandonment. As of June 1, 2008, only licensed well drillers and pump installers may perform abandonment (filling and sealing) of wells.
 2. The owner of the well, or the owner's agent, and shall notify the City Water Utility at least 48 hours in advance of any well abandonment activities. The abandonment of the well shall be observed or verified by personnel of the municipal water utility.
 3. An abandonment report form, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Clerk and the Department of Natural Resources within 30 days of the completion of the well abandonment.
- G. Penalties. Any person found guilty of violating this chapter shall be subject to a forfeiture of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) plus the cost of prosecution and shall be required to properly abandon said well within 30 days of written notice of conviction. Each day of violation may be considered a separate offense. If any person fails to comply with this ordinance for more than 30 days after receiving written notice of conviction, the municipality may continue to impose a penalty and cause the well abandonment to be performed and the expense of the well owner. Failure of the well owner to pay may result in a special assessment against the property on which the well is located."

Section 2. 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 _____, 2021.

CITY OF FORT ATKINSON

Chris Scherer, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: City of Fort Atkinson Snow and Ice Control Policy

BACKGROUND

For many years the Public Works Department has maintained a written Snow and Ice Control Policy. This year, the Department reviewed the document language in an attempt to better define the City's responsibilities, more clearly explain Departmental responsibilities and property owner responsibilities.

DISCUSSION

The Department of Public Works felt it would be a good idea to give the City Council an opportunity to look over the Policy language in an effort develop a clear line of communication between all of the interested parties.

RECOMMENDATION

Staff does not believe any formal action need be taken by the Council at this time, rather this is meant to serve as supporting information to assist Council Members should they have questions or be faced with questions from constituents and visitors throughout the winter season.

ATTACHMENTS

City of Fort Atkinson Snow and Ice Control Policy including Map Exhibits associated to the document.

CITY OF FORT ATKINSON

DEPARTMENT OF PUBLIC WORKS

SNOW AND ICE CONTROL POLICY

Introduction

The Department of Public Works has the responsibility of maintaining safe streets and roadways at all times. This is a challenging task, particularly during the winter season when clearing streets of snow and ice may be required at any time of day or night.

The purpose of this policy is to establish department goals for snow and ice control, and to inform the public of the level of service to be expected. The Snow and Ice Control Policy is intended to give citizens a better understanding of the Public Works Department's goals and procedures as well as to provide an efficient and effective system of snow and ice control.

Because each snow event is unique and will be affected by temperature, moisture content, wind velocity, rate of accumulation and time of day, there may be instances where it is necessary to deviate from this policy and adjust the Department's response.

Minor Winter Storms

Minor winter storms are defined as snowfalls with less than 2" of accumulation and/or light icing events.

The department response to minor winter storm calls for treating street surfaces with deicing salts and sand/salt mixture. During regular working hours the Public Works Superintendent or his representative will make the determination when to begin deicing operations. During off hours, the Fort Atkinson Police Department will determine when operations should begin unless an operation has already been scheduled by the Superintendent. As a matter of economy, operations will be conducted during regular work hours as much as is practical. The deciding factor will be the timing of the beginning and forecasted end of the storm.

Department goals for minor storm events are as follows:

1. Pavement reasonably free from accumulated snow on all arterial and collector streets, residential streets in school areas and the Central Business District within 4 hours of the end of the event. This will be achieved by salt application. The attached map (A) defines all streets treated with salt. Map A denotes the salt streets with red hash marks.
2. Application of sand/salt mixture at intersections and grades exceeding 9% on all residential streets, as noted on Map A

Major Winter Storms

Major winter storms are defined as those in which a snowfall accumulation of 2" or more is anticipated. When a major winter storm operation is planned, the Superintendent or his representative will declare a snow emergency. The declaration will occur as far in advance of the storm as practical, but no LESS than 12 hours before the onset. An end time for the snow emergency will be included in the announcement. The public will be notified of the snow emergency by announcement on the City's website, social media, local radio, local newspaper and, if needed, Madison and Milwaukee television and radio stations. The public will be notified by the same means, as listed, if the Snow Emergency period needs to be extended due to the nature of the event.

During a snow emergency, there will be no parking allowed on any street until the streets have been completely plowed or the predetermined snow emergency time period has ended. Vehicles parked on any City street during a snow emergency may be ticketed by the Fort Atkinson Police Department and may be towed, at the owner's expense, if creating an unsafe situation.

The department response to major winter storm events is to keep arterials and collector streets in a reasonable and passable condition during the event using only a few drivers. Upon the storm passing, the department will commence a full City plow, concentrating on arterials and critical locations, then collectors and finally residential areas.

Department goals for major storm event include:

1. All roadways to be plowed from face of curb to face of curb, (cul de sacs will be plowed into the center for later removal).
2. Accumulations of more than 2" to be trucked out of Central Business District, including municipal parking lots.
3. Bare pavement on all arterial and collector streets, school areas and in the Central Business District to be achieved with the application of salt or a mixture of salt and sand.
4. Application of sand/salt mixture at intersections and grades exceeding 9% on residential or secondary streets as noted on Map A.

The department will begin major storm operations at midnight when vehicular traffic is lowest, unless timing of the storm requires an earlier or later start time. Heavy or lengthy snowfalls may require operations to extend into the next day and a Snow Emergency will be in effect until the entire event has passed and snow and ice control operations are completed.

Citizen Responsibility

The efficiency of snow removal operations depends largely on the cooperation of the City of Fort Atkinson resident's. Listed below are several areas where resident cooperation will aid in snow removal operations of the department.

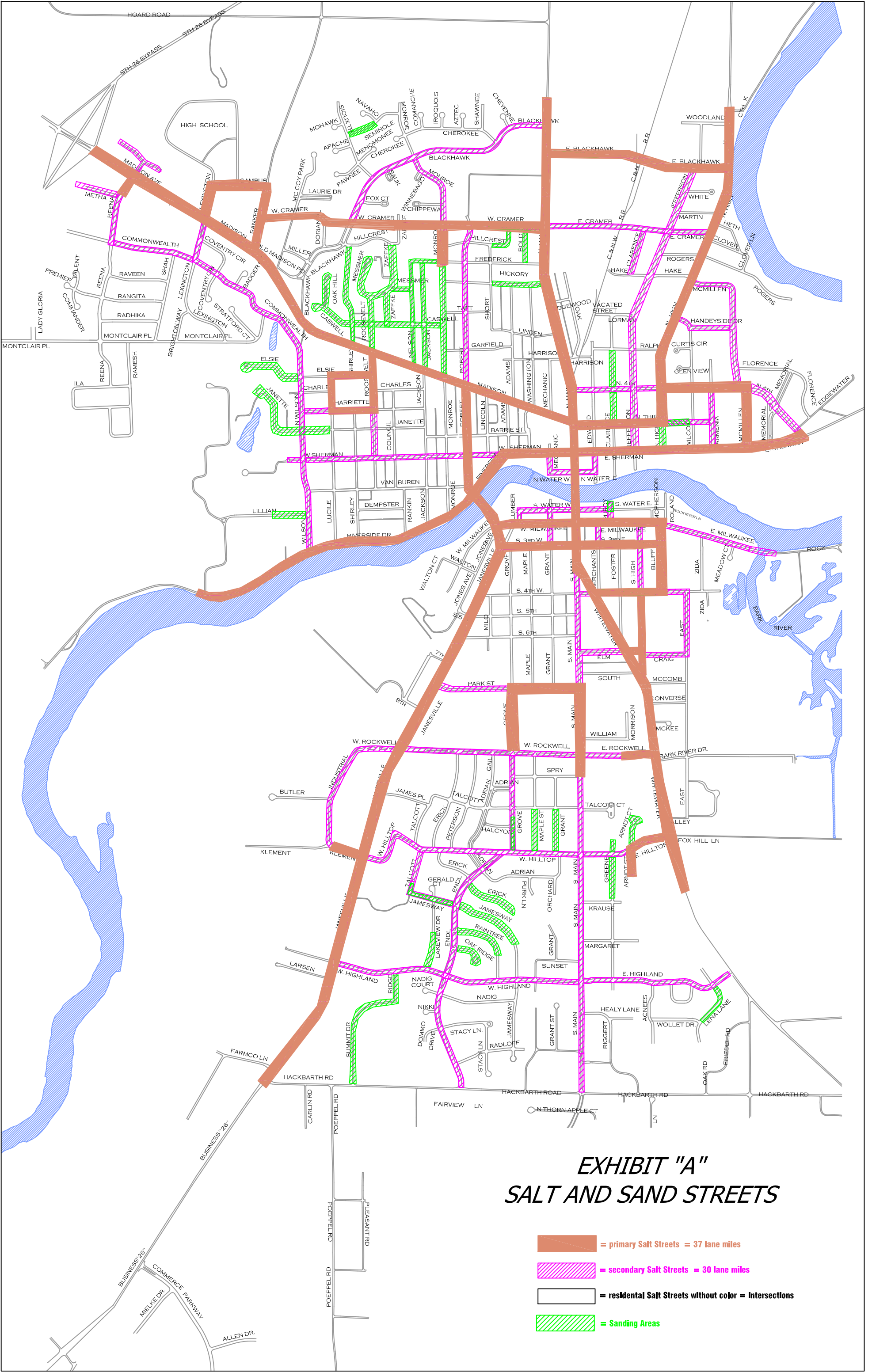
1. **Parking:** After a snow emergency has been declared, citizens must refrain from parking on either side of a city street until the street has been completely cleared face of curb to face of curb or edge of pavement to edge of pavement, pursuant to City Ordinance Chapter 94, Article VIII, Division 6, Subdivision IV, Sec. 94-501.

2. **Driveways:** It is not possible to conduct a snow plowing operation without snow accumulating in driveways. It is the responsibility of the citizen to remove the snow from their driveway. It is illegal to deposit snow from any driveway into the street, pursuant to City Ordinance Chapter 30, Sec. 30-31.
3. **Sidewalks:** Property owners are responsible for clearing snow from the entire width of the sidewalk on their property, including corner walk openings, within 24 hours after the snowfall, pursuant to City Ordinance Chapter 90, Sec. 90-118.
 - a. The Police Department will enforce this ordinance with regular inspections. Notice will be given to require the property owner to clear the walk within a given time period. After that, fines may be levied and the Public Works Department will be requested to clean the walk. Costs of this Public Works operation will be charged to the property owner in addition to any fines. Costs incurred will then be assessed as a special assessment to the property taxes. It is also illegal to redeposit snow from a sidewalk into the street pursuant to City Ordinance Chapter 30, Sec. 30-31.
4. **Fire Hydrants:** The primary responsibility for clearing snow around fire hydrants rests with the adjacent property owners.
5. **Modified Driving Habits:** Because of environmental, practical and economic reasons bare pavement on every street is not possible. Motorists must be aware that modified driving habits will be necessary to meet conditions for safe vehicular travel.

Trucking and Disposal of Snow

Within the downtown area and other areas, as determined by the Superintendent, it is necessary to completely remove accumulated snow from the City streets. The downtown area will have snow removed when more than 2" accumulates. The attached Map (B) defines the downtown snow removal area in green hash marks and Madison Ave snow removal area in blue hash marks.

1. Snow will be removed from all municipal parking lots by noon on the day following the event, pursuant to City Ordinance Chapter 94, Article VIII, Division 6, Subdivision IV, Sec 94-502. Cul de sacs within the City that have snow piled in the street area will have the snow removed once all streets are determined to be in good condition.
2. Snow removed by the City will be hauled to two disposal sites within the city. One on the North side and one on the South side of the Rock River. The snow will be kept in these locations to melt off as the weather warms. No snow shall be pushed or dumped directly into the Rock or Bark River's as a method of disposal.



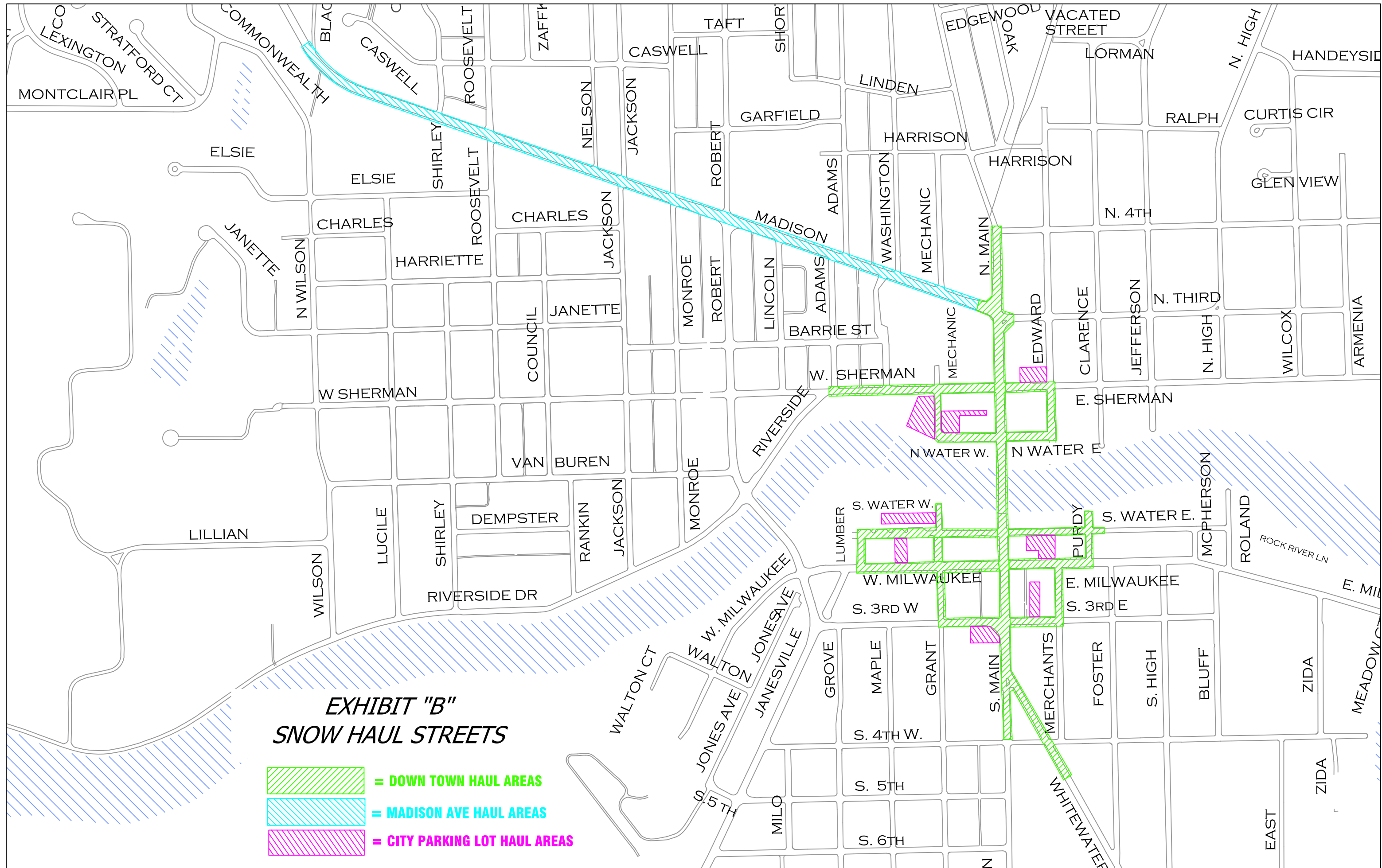


EXHIBIT "B"
SNOW HAUL STREETS

-  = DOWN TOWN HAUL AREAS
-  = MADISON AVE HAUL AREAS
-  = CITY PARKING LOT HAUL AREAS



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to a State/Municipal Financial Agreement for a State-Let Highway Project for roadwork on Whitewater Avenue from Madison Avenue to County Highway M

BACKGROUND

US 12 (Whitewater Avenue) is a connecting highway within the City of Fort Atkinson. As such, the City is responsible for maintenance of the structure but the State is responsible for rehabilitation and eventual repair. The Wisconsin Department of Transportation (WisDOT) is currently designing a mill and asphalt overlay from CTH M to the intersection at Madison Avenue. The project is slated to begin in spring 2023. As the design has progressed, costs have focused, prompting an update to the State Municipal Agreement (SMA), attached to this memo. The City Council approved a previous version of this SMA in 2017.

DISCUSSION

This amended agreement reflects a recalculation of the City's share in the project based upon the area of parking along the route, which the City must pay for entirely.

FINANCIAL ANALYSIS

The State and Federal government cover 100% of the construction cost and 75% of the design cost for the project, excepting the parking areas as noted above. The 2017 agreement over estimated the City's share at \$109,800. This updated agreement estimates the City's share at \$60,800, \$27,400 of which we have been invoiced for already in design. Funds for this are expected to be paid through Fund 5 street funds.

RECOMMENDATION

Staff recommends that the City Council approve the State/Municipal Financial Agreement for the Whitewater Avenue project, with a local match of \$60,800 to be funded through the Transportation Fund through 2023.

ATTACHMENTS

SMA (2017)
SMA (2021)



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Revised Date: N/A

Date: August 17, 2017

I.D.: 3575-02-04/73

Road Name: C Fort Atkinson, Whitewater Ave

Limits: Madison Avenue to Highland Avenue

County: USH 12, Jefferson County

Roadway Length: 1.76 miles

The signatory City of Fort Atkinson, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing roadway is an urban cross section with curb and gutter from Madison Avenue to just north of Fox Hill Road on the east side, and from Madison Avenue to Rockwell Avenue on the west side. Remaining roadway is a narrow rural section with narrow shoulders. Width ranges from 36 feet to 54 feet face to face of curb, with intermittent parking. Concrete pavement has been overlaid more than once, with a majority of the gutter pan filled with asphalt from 3rd Street to Fox Hill Road. Section from North Water Street to South Water Street was reconstructed with structure over Rock River and is not part of this project.

Proposed Improvement - Nature of work: Mill and overlay of existing asphalt pavement, with spot curb & gutter repair/replacement if needed, and upgrades to pedestrian curb ramps to ADA standards (where feasible).

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Replacement of sanitary sewer and water main, including design, construction, and oversight costs. Mill and overlay of pavement utilized for parking.

This project is currently scheduled for 2023 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: 3575-02-04 ²	\$ 210,000	\$ 172,200	82%	\$ 37,800	18%
Credit for restriping	\$ 40,000	\$ 40,000	LS	\$ -	
Real Estate Acquisition: Acquisition	\$ -	\$ -		\$ -	
Compensable Utilities	\$ -	\$ -		\$ -	
Construction: 3575-02-73					
Roadway Items ¹	\$ 1,833,000	\$ 1,833,000	100%	\$ -	
Parking	\$ 153,000	\$ -		\$ 153,000	LS
Non-Participating	\$ -	\$ -		\$ -	
Total Cost Distribution	\$ 2,236,000	\$ 2,045,200		\$ 190,800	

Note: the dollar amounts shown in the above table are estimates unless identified as maximum amounts. All construction estimates have a delivery cost of 15% added

¹Preliminary (pre-scope) estimate

²Total length of project is 1.76 miles, of which 1.28 miles is connecting highway.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3-4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Fort Atkinson** (please sign in blue ink)

Name (print) **Matt Trebatoski** Title **City Manager**

Signature

Date **11/28/17**

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Stephen Flottmeyer**

Title **WisDOT Southwest Region Planning Chief**

Signature

Date **12/15/17**

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - 8. Basis for local participation:

****This agreement is for the initiation of preliminary design only****

- a) Design Engineering (3575-02-04): The Municipality is responsible for 25% of the design engineering costs for improvements on the connecting highway section, which is 1.28 miles, or approximately 73% of the total length of the project. The State is responsible for 100% of the design engineering costs for the remaining 0.48 miles, or approximately 27% of the total length of project. Design cost percentage prorates out at 82% State and 18% Municipality over the entire project. The Municipality performed signal work and restriping in 2009 on behalf of the State, and is credited \$10,000 for this work (\$10,000 credit at 25% share equals \$40,000 lump sum design cost share to be covered by federal/state funding up front).
- b) Roadway Construction (3575-02-73): The construction estimate is preliminary for program scheduling only. As items are identified during the design phase that require cost participation or are ineligible for Federal/State funding, this agreement will be amended to reflect those costs.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



2nd Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on November 28, 2017 and signed by the State on December 5, 2017.

Revised Date: March 31, 2021

Date: August 17, 2017

I.D.: 3575-02-04/73/22

Road Name: USH 12

Title: C Fort Atkinson, Whitewater Ave

Limits: Madison Avenue to CTH M

County: Jefferson

Roadway Length: 1.76 miles

The signatory City of Fort Atkinson, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing roadway is an urban cross section with curb and gutter from Madison Avenue to just north of Fox Hill Road on the east side, and from Madison Avenue to Rockwell Avenue on the west side. Remaining roadway is a narrow rural section with narrow shoulders. Width ranges from 36 feet to 54 feet face to face of curb, with intermittent parking. Concrete pavement has been overlaid more than once, with a majority of the gutter pan filled with asphalt from 3rd Street to Fox Hill Road. Section from North Water Street to South Water Street was reconstructed with structure over Rock River and is not part of this project.

Proposed Improvement - Nature of work: Mill and overlay of existing asphalt pavement, with spot curb & gutter repair/replacement if needed, and upgrades to pedestrian curb ramps to ADA standards (where feasible).

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: All construction costs associated with lanes utilized for parking.

This project is currently scheduled for 2023 construction.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: 3575-02-04 ²	\$ 210,000	\$ 172,200	82%	\$ 37,800	18%
Credit for restriping	\$ 40,000	\$ 40,000	LS	\$ -	
Real Estate Acquisition: Acquisition: 3575-02-22	\$ 50,000	\$ 50,000	100%	\$ -	
Compensable Utilities	\$ -	\$ -		\$ -	
Construction: 3575-02-73					
Roadway Items ¹	\$ 1,833,000	\$ 1,833,000	100%	\$ -	
Parking	\$ 23,000	\$ -		\$ 23,000	100%
Non-Participating	\$ -	\$ -		\$ -	
Total Cost Distribution	\$ 2,156,000	\$ 2,095,200		\$ 60,800	

Note: the dollar amounts shown in the above table are estimates unless identified as maximum amounts. All construction estimates have a delivery cost of 15% added

¹Preliminary estimate

²Total length of project is 1.76 miles, of which 1.28 miles is connecting highway.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3–4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Fort Atkinson** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Stephen Flottmeyer**

Title **WisDOT Southwest Region Planning Chief**

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - 8. Basis for local participation:
 - a) Design Engineering (3575-02-04): The Municipality is responsible for 25% of the design engineering costs for improvements on the connecting highway section, which is 1.28 miles, or approximately 73% of the total length of the project. The State is responsible for 100% of the design engineering costs for the remaining 0.48 miles, or approximately 27% of the total length of project. Design cost percentage prorates out at 82% State and 18% Municipality over the entire project. The Municipality performed signal work and restriping in 2009 on behalf of the State, and is credited \$10,000 for this work (\$10,000 credit at 25% share equals \$40,000 lump sum design cost share to be covered by federal/state funding up front).
 - b) Roadway Construction (3575-02-73): As items are identified during the design phase that require cost participation or are ineligible for Federal/State funding, this agreement will be amended to reflect those costs.
 - a. Parking: In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lane area and will be made by the Municipality at the time of construction.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to a State Municipal Agreement (SMA) for the Robert Street Bridge Project

BACKGROUND

The Robert Street Bridge is a connecting highway within the City of Fort Atkinson. As such, the City is responsible for maintenance of the structure but the State is responsible for rehabilitation and eventual repair. Design for a new bridge deck and improved sidewalk for pedestrian safety is nearing completion. The project is slated to begin in early May 2022 and completed by September 1, 2022. As the design has progressed, costs have focused, prompting an update to the State Municipal Agreement (SMA), attached to this memo. The City Council approved a previous version of this SMA in 2017.

DISCUSSION

Aesthetic upgrades to lighting to match existing poles and fixtures on the pedestrian bridge have been added. The state pays the base rate for their standard design of such things and the City pays the up charge necessary to match the preferred aesthetic.

FINANCIAL ANALYSIS

The State and Federal government cover 100% of the construction cost and 75% of the design cost for the bridge. The City pays the upcharge on elements of construction and 25% of the design cost. The 2017 agreement estimated the City's share at \$68,750, of which we have paid close to half. This updated agreement estimates the City's share at \$116,265, \$21,000 of which is the up charge for lighting. Funds for this will be paid through a combination of Fund 5 Transportation Fund and proceeds from anticipated 2022 borrowing per the approved 2022 budget document.

RECOMMENDATION

Staff recommends that the City Council authorize signature of the Amended State Municipal Agreement for the Robert Street Bridge project.

ATTACHMENTS

SMA (2017)
SMA (2021)



Revision #1
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on 08/02/2017 and signed by the State on 08/14/2017.

Revised Date: November 18, 2021
Date: July 5, 2017
I.D.: 3575-04-01/ -81
Road Name: USH 12E
Title: C Ft Atkinson, Robert Street
Limits: Rock River Bridge B-28-0009
County: Jefferson
Roadway Length: 0.0 mile

The signatory **City of Fort Atkinson**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing structure B-28-0009 over the Rock River is on a connecting highway in the City of Fort Atkinson. The existing deck has 50% delamination with spalls, longitudinal cracking and efflorescence. The concrete bridge rail is cracking with delamination.

Proposed Improvement - Nature of work: Replace the concrete bridge deck. Repair girder flanges and bearing pads. Reconstruct the approaches as needed.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: All costs associated with the design and construction of a decorative lighting system that exceeds a standard system as well as the construction inspection and acceptance.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development: 3575-04-01	\$ 379,701	\$ 284,776	75%	\$ 94,925	25%
Real Estate Acquisition: Acquisition	\$ 50,000	\$ 50,000	100%	\$ -	
¹ Construction					
Roadway Items	\$ 500,000	\$ 500,000	100%	\$ -	
Bridge Deck Replacement	\$ 2,300,000	\$ 2,300,000	100%	\$ -	0%
Decorative Lighting	\$ 48,790	\$ 27,450	MAX	\$ 21,340	BAL
subtotal 3575-04-81:	\$ 2,848,790	\$ 2,827,450		\$ 21,340	
Total Cost Distribution	\$ 3,278,491	\$ 3,162,226		\$ 116,265	
Traffic Study Reimbursement	\$ 15,098	\$ 11,324	75%	\$ (11,324)	Credit

1. Estimates include construction engineering and mobilization.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Fort Atkinson (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Stephen Flottmeyer	Title WisDOT SW Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 - 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 - 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - 8. Basis for local participation:

(a) Design Engineering (3575-04-01)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway. The Municipality may be responsible for the design of decorative street lighting and other enhancement items, if requested by the Municipality.

(b) Roadway Construction (3575-04-81)

Construction costs necessitated by the roadway and bridge improvements are 100% eligible for Federal/ State funding.

Replacement of standard street lighting necessitated by roadway construction is 100% eligible for Federal/ State funding. The Municipality may request decorative lighting in place of standard lighting; however Federal/ State will only participate in the standard lighting cost for replacement lighting. Standard lighting cost of \$27,450 used from the 90% estimate includes standard replacement cost. The standard lighting cost also includes construction delivery cost of 12%.

(c) Traffic Study Reimbursement

The Municipality hired a firm to conduct a traffic study within the project area. Cost of the traffic study is 75% eligible for State funding. The Municipality paid \$15,098 for the traffic study. The State will reimburse the Municipality \$11,324, 75% of the traffic study cost. Reimbursement will be paid to City of Fort Atkinson via direct payment and will not be a credit to the project.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: July 5, 2017
I.D.: 3575-04-01/ -81
Road Name: USH 12E
Title: C Ft Atkinson, Robert Street
Limits: Rock River Bridge B-28-0009
County: Jefferson
Roadway Length: 0.0 mile

The signatory **City of Fort Atkinson**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Existing structure B-28-0009 over the Rock River is on a connecting highway in the City of Fort Atkinson. The existing deck has 50% delamination with spalls, longitudinal cracking and efflorescence. The concrete bridge rail is cracking with delamination.

Proposed Improvement - Nature of work: Replace the concrete bridge deck. Repair girder flanges and bearing pads. Reconstruct the approaches as needed.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None anticipated.

This project is currently scheduled for 2023 construction.



TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 275,000	\$ 206,250	75%	\$ 68,750	25%
Real Estate Acquisition: Acquisition	\$ 50,000	\$ 50,000	100%	\$ -	
Construction:					
Roadway	\$ 572,000	\$ 572,000	100%	\$ -	
Bridge Deck Replacement	\$ 1,266,000	\$ 1,266,000	100%	\$ -	
subtotal 3575-04-81:	\$ 1,838,000	\$ 1,838,000			

Total Cost Distribution \$ 2,163,000 \$ 2,094,250 \$ 68,750

1. Estimates include 15% for construction engineering delivery.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of Fort Atkinson (please sign in blue ink)	
Name (print) Matt Trebatoski	Title City Manager
Signature 	Date 8/2/17
Signed for and in behalf of the State (please sign in blue ink)	
Name Stephen Flottmeyer	Title WisDOT SW Region Planning Chief
Signature 	Date 8/14/17

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:

This agreement is for the initiation of preliminary design only.

- (a) Design Engineering (3575-04-01): The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway. The Municipality may be responsible for the design of decorative street lighting and other enhancement items, if requested by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Michelle Ebbert, City Clerk/Treasurer/Finance Director

RE: Review and possible action relating to the Appointment of Election Inspectors for the 2022-2023 Election Cycle

BACKGROUND

An election official is defined as “an individual who is charged with any duties relating to the conduct of an election” Wis State. 5.02. County and municipal clerks are election officials as are election inspectors, chief inspectors, greeters and canvas board members. Election officials perform a very important public service by enhancing the high quality and integrity of our elections. Wisconsin Statutes Chapter 7 prescribes the selection, training and duties for officials.

DISCUSSION

Election inspectors staff the polling place on Election Day, preserve the order of the process, register electors, record electors, issue ballots, monitor voting equipment and properly complete required forms.

Inspectors are required to attend training every two years and must have attended training within two years of any election at which they serve. Training sessions will begin in January for the 2022 elections with additional training held the week before every election.

Appointment of inspectors must occur no later than December 31st of odd-numbered years for the following two-year election cycle.

FINANCIAL ANALYSIS

There is no financial impact for appointment and training of inspectors.

RECOMMENDATION

Staff recommends that the City Council appoint the attached list of Election Officials for the election cycle beginning January 1, 2022 and ending December 31, 2023.

ATTACHMENTS

Alphabetical list of Election Officials

2022-2023 Election Inspectors

Donna	Abel	Lance	Lembitz
Debbie	Arnett	Rebecca	Lemire
Wava	Austin	David	Luisier
Jean	Badura	Samantha	Moe
Sheila	Badura	David	Nehlsen
Kevin	Baker	Sandy	Palenik-Kilroy
Stephanie	Bell	Donna	Petersen
Miranda	Bennett	Nancy	Pett
Jodi	Black	Cathy	Price
Rick	Bleecker	Rhona	Quinn
Sandie	Bleecker	David	Radtke
Hannah	Brock	Karen	Reinhardt
Judy	Brown	Erick	Reyes
Adam	Bushcott	Dan	Roahen
Catherine	Butts	Emily	Rueth
Leila	Carl	Pat	Rumsey
Carrie	Doyle	Margaret	Schroeder
Melodee	Ebbert	Timothy	Smillie
Jeff	Endl	Michelle	Solem
Tom	Fick	Nancy	Stanford
Mary Ellen	Findlay	Yoyi	Steele
Joan	Fitzgerald	Gina	Steiner
Patricia	Fragola	Arlene	Strunk
Helen	Freson	John	Syens
David	Frigo	Karen	Syens
Linda	Fromader	Steve	Tessmer
Kasey	Galek	Courtney	Thom
Audrey	Geldard	Rob	Thomas
Sharon	Hafemann	Linda	Turk
Sandy	Hasel	Becky	Tuttle
Holly	Hoff	Clair	Urbain
Angie	Hommen	Dennis	Wagie
Doug	Hustedt	David	Wegner
Pam	Hustedt	Mary	Wegner
Vicki	James	Sarah	Wiehert
Amy	Jordan	Michelle	Whisner
Kathy	Kakuschke	Pam	Williams
Larry	Ketterman	Michael	Wilson
Diane	King	Nancy	Witt
Bobbie	Koch	Karen	Wolff
Samuel	Landowski	Karole	Yonker
Ellen	Latorraca	Tamara	Zink



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Brooke Franseen, Parks and Recreation Director

RE: Request for 2022 Capital Outlay Purchase of F350 Truck and Plow

BACKGROUND

The Parks and Recreation Department has a vehicle fleet for the parks staff that consist of three trucks that are in good shape, three trucks that have safety concerns, and one truck that was scrapped this past June due to antifreeze in the motor. The safety concerns consist of many truck parts rotting out, such as the rocker panels, cab corners and wheel wells, and underneath the cab. This truck purchase is the first on our five year Capital Improvement Program to replace the vehicles with safety concerns.

DISCUSSION

The City mechanic has recommended to upgrade from a F250 to a F350 to better handle plowing of heavy snow and to minimize overloading the vehicles due to maximum payload to ultimately last longer. The F350 would replace a 30-year old pick-up that was just retired. This plow and vehicle would also assist during the accumulating snowfalls for all parking lots the department is responsible for. In 2022, we have budgeted to purchase a Ford F-350 with a V-Plow package. This purchase will be in 2022, but it was recommended to secure the price and order the vehicle now as prices can increase in an instant. In addition to price increases, trucks are back-ordered at this time due to the Covid-19 Pandemic and it was estimated the truck wouldn't arrive until April 2022 with ordering at this time.

FINANCIAL ANALYSIS

Two quotes were received for the 2022 F-350 pick-up truck. The quote from Ketterhagen Motor Sales located in Whitewater came in slightly higher than Griffin Ford in Fort Atkinson.

- Griffin Ford: \$34,273
- Ketterhagen: \$34,675

One quote was received for the additional equipment of the plow package. Both Griffin and Ketterhagen recommended Northland Equipment Co. for the equipment. The cost for a V-Plow, light bar, liftgate, and step boards is \$11,767. The truck and equipment costs are a total of \$46,040. Parks CIP Outlay is budgeted for \$46,040.

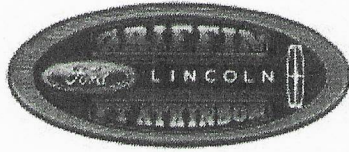
RECOMMENDATION

Staff recommends that the City Council approve the purchase of a 2022 Ford F-350 Truck from Griffin Ford for \$34,273 with a plow package from Northland Equipment Co. for \$11,767, for a total of \$46,040. Staff further recommends that the purchase be made in 2022 through the Capital Improvements Program budget.

ATTACHMENTS

F350 2022 Griffin and Equipment Quote

F350 2022 Ketterhagen Quote

Date: **09/22/2021 4:51 PM**Salesperson: **Timothy Maney**Manager: **John Chady****FOR INTERNAL USE ONLY**

CUSTOMER	FORT PARKS AND REC	Home Phone: (920) 563-7781
	30 N WATER ST W	
Address :	FORT ATKINSON, WI 53538-1869	Work Phone:
	JEFFERSON CO	
E-Mail :		Cell Phone:

VEHICLE			
Stock # :	New / Used : New	VIN :	Mileage : 0
Vehicle : 2022 Ford F-250 F350		Color :	
Type :			

TRADE IN		
Payoff :	VIN : 4FTBF2B66JEC10070	Mileage : 23,443
Vehicle : 2019 Ford F-250		Color : Shadow Black [Black]
Type :		

Selling Price	44,630.00
Discount	11,265.00
Adjusted Price	33,365.00
Undercoating	375.00
Total Purchase	33,740.00
Trade Allowance	
Trade Difference	
Service Fee	349.00
Non Tax Fees	184.00
Trade Payoff	
Cash Deposit	
Balance	34,273.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote
#: 0069679

Date: 9/29/2021
Created By: JAY
Salesperson: JOE
Customer #: FORTPKS

Sold To:

FORT ATKINSON PARKS & REC.
CITY CLERK/TREASURER
101 N MAIN ST
Fort Atkinson, WI 53538

Ship To:

FORT ATKINSON PARKS & REC.
CITY CLERK/TREASURER
101 N MAIN ST
Fort Atkinson, WI 53538

Confirm To: JJ YANKE**Customer P.O.:****Terms:** Net due on receipt of goods

Ordered	Unit	Item Number	Description	Price	Amount
2022 FORD F350 SUPER DUTY					
1.00	EACH	/SALES PLOW	Plows and Spreaders Sales 3030	6,987.00	6,987.00
			WESTERN PLOW		
			MODEL- 8'6" WESTERN MVP3 V-PLOW		
			NECO RUBBER DEFLECTOR AND HAND HELD CONTROL		
			ALL STANDARD COMPONENTS INSTALLED		
			F.O.B JANESVILLE, WI		
1.00	EACH	/SALES PICKUP	Pickup Accessories 3400	985.00	985.00
			ECCO MINI LIGHT BAR- MODEL 5585A		
			MOUNTED 3RD BRAKE LIGHT BRACKET		
			WIRED HOT TO OEM SWITCH IN CAB		
			ALL COMPONENTS INSTALLED		
			F.O.B.- FORT ATKINSON		
1.00	EACH	/SALES LIFTGATE	Lift Gate Sales 3020	3,150.00	3,150.00
			TOMMY GATE LIFTGATE		
			MODEL- 60-1342 TP27		
			55" X 27" STEEL TREADPLATE PLATFORM (4" TAPER)		
			CAPACITY- 1300#		
			INCLUDES RELOCATING OEM TRAILER PLUG		
			OEM HITCH TO BE USED AS COMPATIBLE		
			ALL COMPONENTS INSTALLED		
			F.O.B.- FORT ATKINSON		
1.00	EACH	/SALES PICKUP	Pickup Accessories 3400	645.00	645.00
			LUVERNE GRIP STRUT POWDER BLACK ALUMINUM STEP BOARDS		

Continued



**NORTHLAND
EQUIPMENT CO.**

306 W. State St.
Janesville, WI 53546-2556

(608) 754-6608 (800) 458-1123
fax: (608) 754-0675
www.NorthlandEquipment.com

Quote

#: 0069679

Date: 9/29/2021

Created By: JAY

Salesperson: JOE

Customer #: FORTPKS

Sold To:

FORT ATKINSON PARKS & REC.
CITY CLERK/TREASURER
101 N MAIN ST
Fort Atkinson, WI 53538

Ship To:

FORT ATKINSON PARKS & REC.
CITY CLERK/TREASURER
101 N MAIN ST
Fort Atkinson, WI 53538

Confirm To: JJ YANKE

Customer P.O.:

Terms: Net due on receipt of goods

Ordered	Unit	Item Number	Description	Price	Amount
---------	------	-------------	-------------	-------	--------

INSTALLED ON C/S & R/S

*****OPTION*****

WEATHER GUARD CROSS BOX MODEL 114-0-01

INSTALLED- ADD \$1095.00

WEATHER GUARD LOW PROFILE TOP BOX MODEL 178-0-01

INSTALLED- ADD \$835.00

NOTE ALL PRICING SUBJECT TO CHANGE PER AVAILABILITY AT ANY TIME

QUOTE VALID FOR 30 DAYS

046451

WI Exemption Sales (no tax)

Customer Acceptance: _____ Date: _____ PO#: _____

Net Order:	11,767.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	\$11,767.00
Less Deposit:	0.00
Order Balance:	\$11,767.00

Signature I understand that by signing this document I am entering into an agreement with Northland Equipment Co. for the services, products and terms stated. Payment due on receipt of goods unless otherwise written. A late payment charge of 5% on the past due balance will be assessed monthly. Credit card payments over \$3000.00 are subject to a 3% processing fee. Returns for stock items must be made within 30 business days of receipt. All special order items require written authorization and may be subject to restocking fees and are at the manufacturer's discretion. Limited Warranty Northland Equipment Co. Inc. will warrant all in-house workmanship for 90 days unless otherwise written. The warranty work must be completed by Northland Equipment Co. Inc. or its assignees. All products are covered separately by the manufacturer's warranty. Northland Equipment Co. Inc. will not be liable for any other warranties, either expressed or implied and the warranty of MERCHANTABILITY and the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE are hereby specifically waived. Under no circumstances will Northland Equipment Co. Inc. be liable for any consequential damages as a result of any defective part, material or labor supplied by it. Any warranty by a manufacturer of the parts, materials or devices installed by Northland Equipment Co. Inc., which is different than the warranty stated here, will be assigned by Northland Equipment Co. Inc. to the customer.

PHONE: 262-473-4330

FAX: 262-473-4661



117 N. FIRST ST.

P.O. BOX 267

WHITEWATER, WI 53190

FORT ATKINSON PARK AND REC

To whom it may concern:

Below is the bid for the 2022 Ford F350 per the specs given to us.

Our total bid price on this vehicle is \$34,675.00.

Sincerely,

A handwritten signature in black ink that reads "K. Ketterhagen".

Kurt Ketterhagen
Ketterhagen Motor Sales, Inc.





MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Brett Kettermann, Parks and Recreation

RE: Review and possible action relating to hiring Fischer Brothers to Resurface and Repaint the Waterslide at the Aquatic Center for \$28,250, funded through the 2022 CIP

BACKGROUND

In the fall of 2016, the City hired a company to repaint our 175-foot water slide at the Fort Aquatic Center for the first time in its 25-year history. This company, Safe Slide Restoration from Missouri, was the lowest bidder, and had references from major water parks in the Midwest. We were the last facility of the year for the company to resurface. Six months after the warranty ended, the slide started to chip away in spots (see attached pictures). For the past few summers, between patrons using the slide and our staff sanding the rough edges down for safety purposes, the spots have increased.

Two seasons ago, after talking to Parks & Recreation Departments that manage pools and have had their water slides resurfaced/repainted, we elected to reach out to Fischer Brothers out of Chippewa Falls, WI. The owners came out to our facility and looked at the slide and made the recommendation for a complete resurfacing and repainting of the inside shell. They were confident that repairing only the spots that were pealed would result in other chips and failing paint in the near future. Staff intends that this resurfacing and repainting will last 15 years.

DISCUSSION

The past summer at the Aquatic Center, even with reduced capacity for covid-19 precautions, 30,000 patrons visited the facility for public swim and another 800 kids participated in swimming lessons. Besides our swim lessons, the 175-foot water slide is the crown jewel of the Aquatic Center and is almost constantly in use during public swim and on Friday Fun Days for our swimming lessons. The water slide is becoming a safety hazard for our many patrons.

Since few companies do this type of work, staff is requesting that the Council approve the 2022 project tonight so that we are able to secure a spot for spring 2022.

Staff requested the following work through a request for proposals:

- Estimated labor, materials, and equipment to perform interior restoration on a 175' open flume waterslide;

- Existing peeled/cracked coatings to be grounded or sanded off;
- Entire interior surface to be properly prepared for new coating;
- Apply gelcoat to interior surface;
- Finish steps on cured gelcoat for consistent gloss; and
- Caulk all slide joints.

FINANCIAL ANALYSIS

The request for proposals was sent to Fischer Brothers and Aquamen (West Virginia). Fischer Brothers submitted an estimate of \$28,250; and Aquamen submitted an estimate of \$26,775. The request for proposals was not sent to the company that completed work in 2016. These are the top three companies that perform this type of work. Note that only Fischer Brothers came out to the site to see the slide. Aquamen prepared the estimated based on emailed pictures.

Staff performed reference checks for Fischer Brothers and Aquamen and found that many Parks and Recreation Departments in Wisconsin use and highly recommend Fischer Brothers.

RECOMMENDATION

Staff recommends that the City Council authorize staff to hire Fischer Brothers to resurface and repaint the waterslide at the Aquatic Center for \$28,250 as budgeted in the 2022 CIP. The 35% deposit required per the attached agreement will be submitted in January 2022.

Fischer Brother's proposal is \$1,475 higher than Aquamen, but both proposals are within the amount budgeted for this project in 2022. Despite the higher price, staff feels that there are several benefits to hiring Fischer Brothers including that it is a local Wisconsin Company, that the company is highly recommended from peer municipalities, and that the company offers a three-year warranty for the work.

ATTACHMENTS

Waterslide Quote Fischer Brothers

Waterslide Quote Aquamen



This spot is approx. 18"x24"



Quotation

Date	Quote #	Quote Expires
8/25/2021	11888	01/15/2022

Fort Atkinson Aquatic Center
1200 Lillian St
Fort Atkinson, WI 53538

Project	PO No
Interior Restoration	

Description	Total
<p>Provide all labor, materials, equipment, and expertise to perform Interior Restoration on 175' open flume waterslide.</p> <p>Existing failed coatings to be ground/sanded off. Entire interior surface to be appropriately prepared to ensure adequate adhesion of new coatings.</p> <p>Spray apply Polyester gelcoat to interior surface using plural component spray equipment.</p> <p>Perform finishing steps on cured gelcoat to ensure consistent gloss, smooth, blemish free final finish.</p> <p>Caulk all slide joints using Sikaflex 291.</p> <p>Payment Terms: 35% Deposit with PO to secure position on our busy Restoration Schedule; with progress invoicing and remaining balance due Net 15</p> <p>To indicate acceptance of quoted work and associated payment terms, please sign below By: _____</p>	<p>28,250.00</p> <p>Total \$28,250.00</p>
Please print _____	Date _____

Fischer Bros. LLC

4750 W Park Avenue
Chippewa Falls, WI 54729

Phone: 715-861-5232
Cell: 715-214-8152
Email: deb@watersliderestoration.com
www.watersliderestoration.com



October 14, 2021

Proposal and Contract

Aquamen Waterslide Restorations, LLC (AWR)

Proposal Number: 01062

Proposal Submitted To and Work to be Performed at:

**Fort Atkinson Aquatic Center (FAAC)
1300 Lillian Street
Fort Atkinson, WI 53538**

Brett,

Thank you for the opportunity to present our renovation proposal. AWR looks forward to working with you to determine your park's current and future needs and to demonstrate our excellent services.

AWR is the Gel Coat expert in the Water Park Industry to Restore and Maintain Water Slides. Gel Coating Water Slides is a fraction of the cost of new and will last for years with proper maintenance. Owners, Chris James and Chad Donaldson have many years of experience in the Water Slide Restoration Industry; one will be on site to execute each project.

AWR does not and will not sub-contract any work. All work is completed by our full time crew, ensuring consistency is maintained on every project.

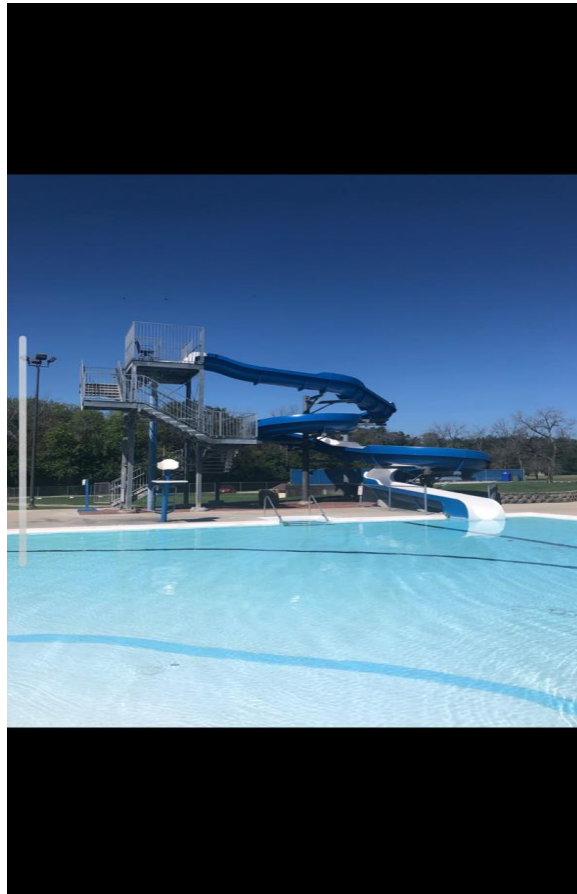
Objective:

AWR objective is to Clean, Sand, Repair, Prep, and Gel Coat (applied by method of spray) your 1 Water Slide bringing your slide surface back to a quality finish. AWR will Pressure Wash, Clean, Prep and Paint Exterior of (1) Water Slide.

Below we will show Pictures, Scope of Services, Warranty, Dates and Time Frames, Responsibilities of the Buyer, Cost, Payment Terms, Binder and Jurisdiction, Signing of Contract.

Pictures:

**Clean, Sand, Repair, Prep and Spray Gel Coat (1) Feature Water Slide
Pressure Wash, Clean, Prep and Paint Exterior of (1) Water Slide**



Scope of Services and Responsibility by Vendor:

- Prep (1) water slide, which exceeds industry standards.
- Clean, Sand, Repair, and Gel Coat Interior of (1) Water Slide as specified in Pictures above.
- Pressure Wash, Clean, Prep and Paint Exterior of (1) Water Slide.
- Includes AWR Owners, Chris James or Chad Donaldson, on site to execute this project.
- Included is our one year guarantee against chipping or flaking, includes material and labor.

AWR to complete Clean, Sand, Repair, Prep, and Gel Coat (1) Water Slide at FAAC Water Park as specified in pictures above. Joints will be caulked and Gel-Coating to be applied to a minimum thickness of 0.018 inch (0.375 mm).

AWR to complete Pressure Wash, Clean, Prep and Paint Exterior of (1) Water Slide using Chlorine/UV Resistant Paint that will leave a bright, glossy shell of protection from the natural elements.

AWR arranges and pays transportation to FAAC of all necessary material and equipment for the installation. AWR pays the "return freight".

AWR will send 6-8 fully skilled personnel to perform the work, including owners, Chris James or Chad Donaldson.

AWR or its assigned representative will execute all warranty work on site, free of charge for a period of one year.

AWR assures that all US, WI and FAAC safety rules are complied with.

AWR to provide certificate of insurance before or with signing of this contract.

AWR does not have any personal liability position regarding the rides and is only responsible for liability that may occur during actual work and only relating to AWR's staff or representatives.

AWR to provide any remedial repair necessary to work described above, at the end of "2022", provided damage does not arise from exempted causes, i.e., vandalism, leaks in the water system, acts of God, etc.

Warranty:

AWR warranties its work for a period of one year, starting with the acceptance of the work by FAAC. Warranty is based on the ride being used up to 10 hours per day for 180 days per year. A written notice of defect must be sent immediately. The "park" and FAAC will take immediate action to minimize damage, regardless of the cause of damage.

AWR representatives will make timely repairs to the ride. Vandalism, "Acts of God", deliberate misuse of the ride, operating the ride with an obvious defect causing damage to be exacerbated, among others, voids the warranty.

All monies due to AWR must be paid before warranty is given. Once warranty is issued, the warranty "start" date is the original "completion" of work.

Dates and Time Frames:

- Project to start Spring 2022 (Dependant on Park Availability).
- Estimated Time Frame 8-12 working days to complete Waterslide Restoration Project.

If "Acts of God", vandalism or other obstacles arise that are outside of AWR's control, they will not be held liable if the actual completion date falls after park opening or after contract specifications.

Responsibilities of the Buyer (FAAC)

- FAAC to provide unfettered access to work areas.
- FAAC to pay "stand-by time" of \$500/man per day should the park or other contractors prevent AWR from their designated work area and AWR is ready and able to perform their work.
- FAAC to provide two 110V 15 amp outlets on separate breakers within 100 feet of all work sites.
- FAAC to provide and pay for a 2 cubic meter (or larger) portable waste container and timely removal of all "non-hazardous trash", waste and garbage.
- FAAC to provide a secure storage for all AWR materials and equipment.

Cost for Waterslide Restoration Project:

- Gel Coat Interior – 1 Water Slide: \$ 26,775.00
- Paint Exterior – 1 Water Slide: \$ 9,800.00

Payment Terms:

Payments to be made as follows: 40% Payment upon Acceptance of this Contract, 30% Payment Due upon Arrival to Park and 30% Payment Due upon Completion of Restoration Project.

All material is guaranteed to be as specified. The above work is to be performed in accordance with the specifications submitted and completed in a workman-like manner.

Binder and Jurisdiction:

Contract to begin after signing contract and receipt of first deposit. Start and finish dates are totally dependent on receipt of deposit and all payments. AWR will notify FAAC one week in advance if there is to be a delay in the start date.

Note: Materials and methods of installation used in this contract, exclusive to Aquamen Waterslide Restorations, LLC and may not be used without written permission.

This contract is binding for both parties, their inheritors or assigns. Should a dispute occur, it should be resolved by mediation, but in any event is under the jurisdiction of Berkeley County, West Virginia.

Contract Signing (AWR and FAAC):

Respectfully Submitted by:
Aquamen Waterslide Restorations, LLC

Signature: _____ Date: _____

By: Chad A. Donaldson,
Owner/Operator
737 Jermikey Court
Hedgesville, WV 25427

AWR is hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal. The undersigned (FAAC) agrees to pay the amount stated in said proposal and according to the terms thereof.

Acceptance by, Fort Atkinson Aquatic Center (FAAC)

Signature: _____ Date: _____

By: _____ Title: _____

Address: 1300 Lillian Street
Fort Atkinson, WI 53538



MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Supervisor

RE: Review and Possible Action Relating to the Grit Conveyor Replacement from Utility Replacement Funds

BACKGROUND

The grit removal system at the utility was installed in 1992. It follows the influent pumping system in the process flow scheme, and removes heavier organic and in-organic particles (grit) from the flow stream. Most of the material it removes are not treatable in the biological processes that follow downstream, such as coffee grounds, egg shells, and sand among others.

There are three separate pieces of equipment that make up the grit system. The grit chamber where the heavier solids are separated from the influent flow. The grit pump. And, the grit concentrator/conveyor where the grit is dewatered further and augured into a dumpster.

The grit conveyor section of the concentrator/conveyor has had corrosion issues in the past. The auger and conveyor belly section have been replaced and reinforced about 10 years ago.



DISCUSSION

The existing conveyor is constructed from mild steel. Corrosion has continued to attack the steel in the repaired and unrepaired areas of the unit. Leaks have started to appear as seen in the photo above. The unit was inspected by Utility staff and it was determined that the extent of the damage was beyond any repair or patching.

The Utility Capital plan has the rebuild/replacement of the grit system scheduled for 2024 at a cost of \$475,000. This would replace all three components of the system. Replacement of the conveyor section would no longer be necessary at that time.

The replacement conveyor section and auger will be fabricated from stainless steel to inhibit future corrosion.

FINANCIAL ANALYSIS

We sought replacement pricing from the original manufacturer Smith & Loveless, Inc., of Lenexa, KS, and Staab Construction Corporation, of Marshfield, WI. We also solicited a replacement cost for a stainless steel auger from Reinke & Schomann, Inc. of Jackson, WI to be included with the price from Staab Construction.

The price from Staab Construction includes removal of the existing unit and installation of the new conveyor section. The price from Smith & Loveless is for the equipment only. We received the following proposals.

Smith & Loveless, Inc.	\$62,671
Staab Construction Corporation	\$42,700
Reinke & Schomann, Inc.	\$5,320

RECOMMENDATION

Staff recommends the purchase of the grit system conveyor section including removal and installation, from Staab Construction Corporation for the cost of \$42,700 and the purchase of the replacement conveyor auger from Reinke & Schomann for the cost of \$5,320 for the total cost not to exceed \$48,020.

This repair/replacement project was not in the 2021 budget. As outlined above, it was scheduled for 2024 in the Capital Plan. Funding for this project will be from the Utility Equipment Replacement Fund.

ATTACHMENTS

Smith & Loveless Quote

Staab Construction Quote

Reinke & Schomann Quote

Reinke & Schomann, Inc.

QUOTATION

Craftsmanship in Metals

N173 W21640 Northwest Passage Way Jackson, WI 53037

Phone: 262-674-1508

Fax: 262-674-1510

Date: **10/25/21**

Quote #: **Q10252110**

Inquiry #:

To:

City of Fort Atkinson

ATTENTION: Trevor Rollette

TERMS & CONDITIONS

Delivery by:

Shipped via: **truck**

F.O.B. **Jackson, WI**

Terms: **net 30**

Lead Time: **4 weeks**

Net Weight: **315**

Item	Quantity	Part No.	Description	PRICE EACH	AMOUNT
A	1		Sectional flight conveyor screw 14" OD x 11' 9" long All material 304SS 2/3 pitch RH flights 0.25" thick on 3" SCH 40 pipe With 2.438" ID CEMA bushing on top end (6" bare pipe) plain pipe end at bottom Same dimensions as purchased 1/24/12 on PO 19130 Except all 304SS	\$5,320.00	\$5,320.00
TOTAL					\$5,320.00

Approved by

Ken Buchholz VP Engineering & Sales

kenb@reinkeandschomann.com



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive
Lenexa, KS 66215
USA
913-888-5201

SALES AGREEMENT

NAME AND ADDRESS: **Paul Christensen**
Fort Atkinson Wastewater Utility

QUOTATION DATE: SEPTEMBER 27, 2021

INQUIRY NUMBER: CJ-26613

ENGINEER:

JOB LOCATION: FT. ATKINSON, WI

SMITH & LOVELESS®, INC. having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment is subject to all provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

SMITH & LOVELESS®, INC. is pleased to offer our quotation for the following:

ONE SMITH & LOVELESS® Dewatering Screw Grit Conveyor Assembly, constructed in 316 stainless steel: **S&L®** Model 12, 3 HP, 3/60/460 V, [explosion-proof] drive motor, gear reducer, 14" diameter screw, screw trough, steel inlet hopper supported on angle iron legs to provide an incline of approximately 22°. Hopper and trough covers are included.

CORROSION PROTECTION

All fabricated steel components shall be commercial blasted and prime coated by the manufacturer with one 3-mil DFT coat of red oxide primer prior to shipment. All motors and gearboxes shall be furnished with the original manufacturer's coating. Final touch-up and finish coating shall be the responsibility of the purchasing contractor. Stainless steel, aluminum, and other corrosion-resistant surfaces shall not be coated.

Seller will provide Buyer with four hard copies of the O&M Manual, also on CD (.pdf format). Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA, AND DELIVERY

\$62,671

We are currently experiencing large increases in the price of materials and components with very little advance notice. Therefore, the sales price of the equipment quoted herein is subject to an escalation in price. Escalation shall be based upon the increase incurred by **SMITH & LOVELESS®, INC.** for the material or components, in excess of 5%, from the time of quote. The escalation shall be calculated as the percent (%) of increase over 5% of the material/component item and shall include material handling factor and overhead. Such escalation shall be verified through quotes, invoices, or receipts from suppliers to **SMITH & LOVELESS®, INC.**



PROPOSAL

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Paul Christensen
City of Fort Atkinson
1600 Farmco Lane
Fort Atkinson, WI 53538

REVISED
Dated: 11/11/2021

Bid No.: 1377

Phone: 920-563-7766 Email: pchristensen@fortatkinsonwi.net

RE: Fort Atkinson Auger Repair

The undersigned, having familiarized myself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	REPLACE EXISTING STEEL HOPPER/TROUGH WITH STAINLESS STEEL	\$42,700.00
----------	---	-------------

We base our price on removing the existing steel screw grit conveyor hopper/trough and fabricating and installing a new stainless steel hopper/trough. Price includes all removal/demolition of the existing equipment, fabrication/install of new equipment, and any new anchors, grout and supports necessary.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal
- Unsuitable soils removal and/or replacement
- Temporary bypassing and/or treatment

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.



1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Proposal Summary

Bid No.: 1377
Project Name: Fort Atkinson Auger Repair
Date: 11/11/2021

Paul Christensen
City of Fort Atkinson
Fort Atkinson, WI 53538
920-563-7766

Phone:	920-563-7766	Project Manager:	Andy Busscher
Cell:	920-988-0583	Email:	andy.busscher@staabco.com
Email:	pchristensen@fortatkinsonwi.net		

DESCRIPTION	QTY	UN	RATE	AMOUNT
Bill of Materials (SS MATERIALS, PIPE CONNECTIONS, ANCHORS, GROUT)	1	LS	----	\$10,995.00
Staab Equipment (VEHICLES, EQUIPMENT, MILEAGE, TOOLS)	1	LS	----	\$7,805.00
External Equipment Rent	1	LS	----	\$0.00
Labor (PM, DRAFTING, SHOP FAB, FIELD LABOR)	1	LS	----	\$23,900.00
Subcontractor	1	LS	----	\$0.00

Enclosures:
Proposal

Proposal Total **\$42,700.00**

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereafter terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

STAAB CONSTRUCTION CORPORATION

Andy Busscher

Digitally signed by Andy Busscher
DN: cn=Andy Busscher, o=Staab Construction Corporation, c=WI
Date: 2021.11.11 10:21:06-0500

Andy Busscher

Project Manager

andy.busscher@staabco.com

ACCEPTANCE OF PROPOSAL -

The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.

Signature: _____

Date: _____

(Printed name and title)

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

•
Municipal & Industrial
•

The Contractor of Choice Improving Tomorrow's Environment



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

MEMORANDUM

DATE: December 7, 2021

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to Consulting Contract for Stormwater Services

BACKGROUND

The City of Fort Atkinson is an MS4 permitted municipality with the Wisconsin DNR. Our annual permit includes a number of requirements for reporting past, current, and proposed progress on stormwater improvement. The permit submittal is due each year in March for the previous year.

DISCUSSION

Although we continue to make great strides on our functional reduction of pollution in stormwater that enters the Rock and Bark Rivers, our reporting on such progress has fallen behind. The WDNR requires the development of standard SOPs for various types of annual inspections as well as the formal, legal, recording of maintenance agreements for privately held stormwater infrastructure. These and other requirements build progress toward a robust stormwater management program in compliance with not only WDNR but Federal regulations. To this end, Tim Whittaker, soon to be retired stormwater program manager for the City of Janesville, has provided a scope of services to develop these reporting elements. Tim's experience in Janesville speaks to his capability in performing the work. His experience will be a welcome addition in this and likely additional stormwater endeavors.

FINANCIAL ANALYSIS

The Stormwater Utility continues to build capital for significant investments in projects required to reach our TMDL goals for pollutant reduction. As such, the utility includes a healthy balance sheet that can accommodate the proposed \$4,320 estimated fee. Mr. Whitaker's rates and estimated hours for the work are more than reasonable.

RECOMMENDATION

Staff recommends that the City Council contract with Water Resource Associates in an amount not to exceed \$4,320.00

ATTACHMENTS

Proposal from WRA

WATER RESOURCE **A S S O C I A T E S**

September 17, 2021

Andy Selle P.E.
City Engineer
101 N. Main Street
Fort Atkinson, WI 53538

Re: WPDES Permit - MS4 Program Documentation

Dear Andy:

Thank you for taking the time to talk with me about the City of Fort Atkinson's needs regarding MS4 program documentation. As we discussed, WPDES MS4 General Permit WI-S050075-3 established a number of new requirements associated with the minimum control measures. The permittee is required to have a written stormwater management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. The core of this written program is to include for each minimum control measure a detailed program description, definition of local authority, description of responsibility for the program within the municipality, definition of timeline and benchmarks associated with the program, and establishment of measurable metrics.

The creation of those required program documents is the scope of work for this proposal.

Water Resource Associates (WRA) will provide the following services:

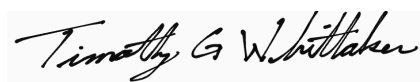
- Review of the city's existing MS4 programs and associated documentation.
- Program development where required.
- Preparation of program documentation for all minimum control measures. As required by the DNR, the program documents will include a program description, definition of local authority, responsible party, timeline/benchmarks, measurable metrics
- The project deliverable will include a single report documenting the programs associated with each of the MS4 program minimum control measures. This report will be suitable for inclusion in the city's next annual report.

It is assumed that the City will provide any existing documentation associated with programs for the permit minimum control measures.

WRA can complete the above scope of work for an estimated fee of \$4,320, on a time and materials basis. WRA's Professional Services Agreement is attached. This work can be scheduled to ensure completion to allow for inclusion in the city's upcoming DNR annual report due March 31, 2022.

Please call me at 608-352-0071 if you have questions about WRA's proposal.

Sincerely,

A handwritten signature in black ink that reads "Timothy G. Whittaker". The signature is written in a cursive style with a large, stylized 'T' and 'W'.

Water Resource Associates, LLC.

Tim Whittaker



Professional Services Agreement

This AGREEMENT (Agreement) is made today _____ 2021, by and between the **CITY OF FORT ATKINSON** (OWNER) and **WATER RESOURCE ASSOCIATES, LLC** (WRA), which agree as follows:

Project Name: WPDES Permit - MS4 Program Documentation

The scope of the work authorized is: Exhibit A, Scope of Services

The schedule for the work is: Approx. Start Date: January 1, 2022
 Approx. Completion Date: March 15, 2022

The estimated fee for the work is: \$4,320.

All services shall be performed in accordance with the General Terms and Conditions of WRA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

City of Fort Atkinson

Water Resource Associates, LLC.

Andy Selle P.E.

City Engineer

Date: _____

A handwritten signature in black ink that reads "Timothy G. Whittaker".

Tim Whittaker

Project Manager

Date: _____

Exhibit A Scope of Services WPDES Permit - MS4 Program Documentation				
Task			Hours	Budget
Section 2.1 Public Education and Outreach				
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		2	\$180.00
Section 2.2 Public Involvement & Participation				
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		2	\$180.00
Section 2.3 Illicit Discharge Detection and Elimination (IDDE)				
	Review existing process and documentation		1	\$90.00
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		5	\$450.00
Section 2.4 Construction Site Pollutant Control				
	Review existing process and documentation		1	\$90.00
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		4	\$360.00
Section 2.5 Post Construction Stormwater Management				
	Review existing process and documentation		1	\$90.00
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		4	\$360.00
Section 2.6 Pollution Prevention				
	Review existing processes and documentation		3	\$270.00
	Develop Program Document - Description, local authority, responsible party, timeline/benchmarks, measurable metrics		12	\$1,080.00
2.7 Stormwater Quality Management				
	Review existing process and documentation		1	\$90.00
	Develop basic program document		3	\$270.00
2.8 Storm Sewer System Map				
	Review existing process and documentation		1	\$90.00
	Develop basic program document		2	\$180.00
2.9 Annual Report				
	Review existing process and documentation		1	\$90.00
	Develop basic program document		2	\$180.00
2.9 Project Management				
	Project Meetings		3	\$270.00
		Total	48	\$4,320.00

Water Resource Associate, LLC (WRA)
GENERAL TERMS AND CONDITIONS OF SERVICES

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. WRA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting, and insurance counseling services as may be required for the project.

2. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

3. **Billing.** WRA will bill the OWNER monthly with net payment due upon receipt. Balances shall be considered past due after thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, WRA may, after giving seven days' written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Professional Representative.** WRA intends to serve as the OWNER's professional representative for those services as defined in this agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by WRA for the OWNER are rendered on the basis of experience and qualifications and represent the professional judgment of WRA. However, WRA cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. **Standard of Care.** In conducting the services, WRA will apply present professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards if such later standards purport to impose a higher degree of care upon WRA.

6. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If WRA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for WRA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay WRA for all services performed prior to WRA's receipt of the notice of termination and for all work performed and/or expenses incurred by WRA in terminating Services begun after WRA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

7. **Insurance.** WRA will maintain insurance coverage for General Liability, and Professional Liability. WRA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of WRA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to the value of this original contract.

8. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless WRA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

9. **Indemnification.** To the fullest extent permitted by law, WRA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages 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 WRA or WRA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "WRA"). In no event shall this indemnity agreement apply to claims between the OWNER and WRA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that WRA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of WRA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, WRA, and WRA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "WRA") from reasonable claims, costs, losses, and damages 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 OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between WRA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend WRA on any claim arising under this agreement.

To the fullest extent permitted by law, WRA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of WRA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that WRA's negligence bears to the total negligence of OWNER, WRA, and all other negligent entities and individuals.

10. **Dispute Resolution.** OWNER and WRA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and WRA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and WRA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and WRA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and WRA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and WRA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

11. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

12. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to the Agreement shall be, at WRA's option, Rock County, Wisconsin.

14. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



CERTIFIED SURVEY MAP REPORT TO THE CITY COUNCIL

DATE: December 9, 2021

FILE NUMBER: CSM-2021-11

PROPERTY ADDRESS: Arbor Road

EXISTING ZONING: R-2

PARCEL NUMBER: 016-0514-1512-025

PROPOSED ZONING: N/A

OWNER: Cheryl A. Kiepert Trust

EXISTING LAND USE: Residential

APPLICANT: Karen Perdue

REQUESTED USES: Residential

REQUEST OVERVIEW:

Owner intends to create an approximately 33,000 square foot residential building site in an existing R-2 zone.

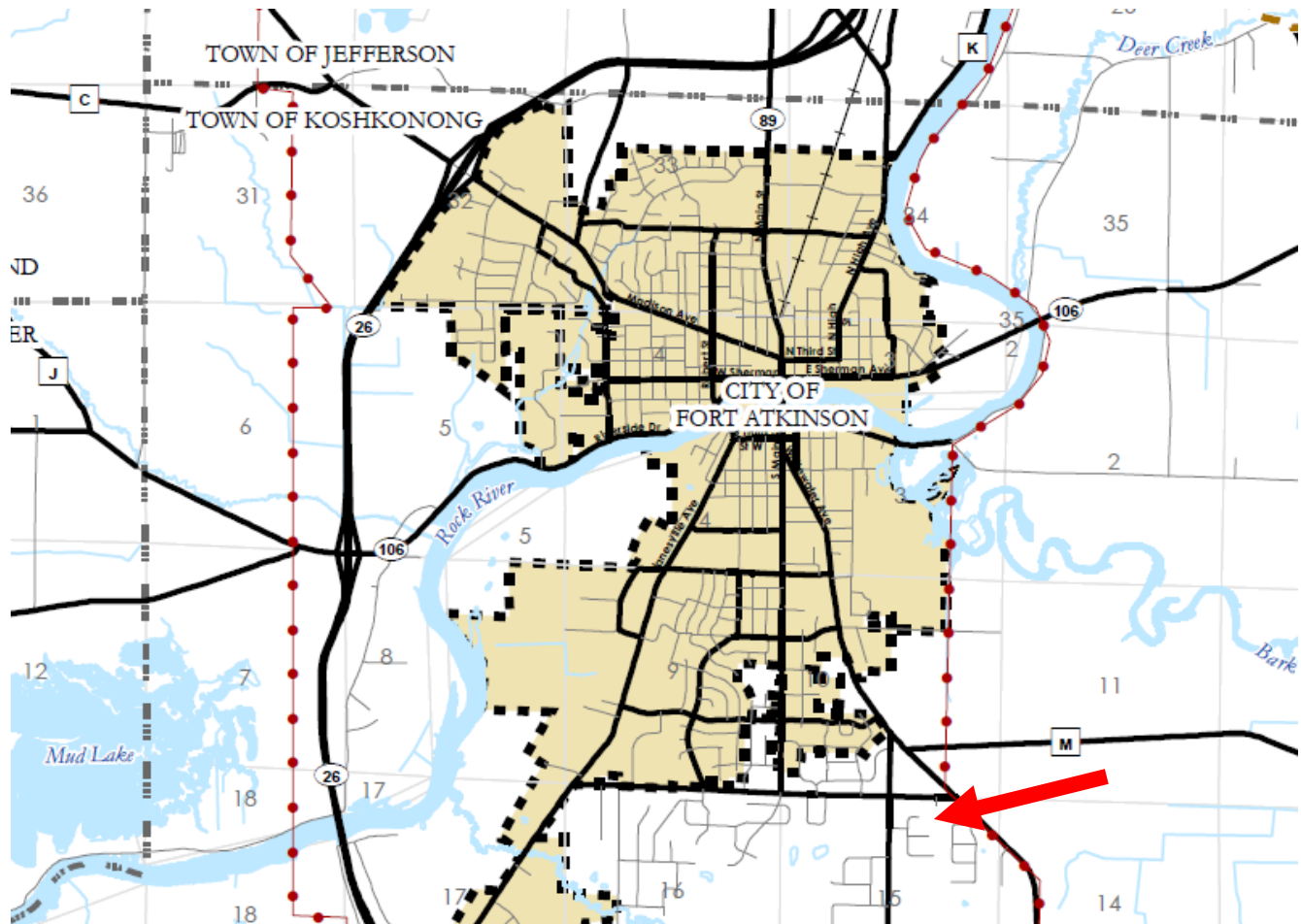


PUBLIC NOTICE:

Public Notice is not required for this Certified Survey Map

COMPREHENSIVE LAND USE PLAN (2019):

There is no concern with this request as related to the Comprehensive Plan.



DISCUSSION:

City staff have no concerns with the proposed CSM.

RECOMMENDATION:

The Plan Commission met November 23 and recommend approval of the preliminary Certified Survey Map as submitted.

ATTACHMENTS:

Preliminary CSM Application



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): Karen Purdue

Phone number: 920-723-9655 Email: _____

OWNER Name, company, and client (if applicable): Cheryl Kiepert

Phone number: _____ Email: _____

Postal address for proposed CSM: Arbor Road

Parcel Identification Numbers Involved: 016-0514-1512-025

Brief description of proposed division or combination and purpose: _____

33,000 square foot residential building site

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. R-2

☒ All lot dimensions of the subject property.

☒ A graphic scale and a north arrow.

☒ Legal Description ON FINAL CSM

☒ All easements, setbacks or land restrictions on the parcel(s) NA



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

II Process Checklist

- ☐ Application fee of \$10.00/Lot received by City Treasurer
- ☐ Receipt of complete application packet by Zoning Administrator
- ☐ City Staff Review
- ☐ Plan Commission Public Hearing, review and recommendation
- ☐ City Council review and action

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Dated this 20 day of October, 20 21

Respectfully submitted,

Mark E. Anderson AGENT
(Signature of Applicant)

JEFFERSON COUNTY
PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NW ¼ of the NE ¼ of Section 15, Town 5 N, Range 14 E, Town of Koshkonong,
Jefferson County, Wisconsin, on Parcel Number(s) 016-0514-1512-025

Date Submitted: September 23, 2021

Revised: _____

Owner: Cheryl A. Kiepert Trust c/o Karen Perdue

Address: 609 N. Fourth Street

City, ST Zip: Fort Atkinson, WI 53538

Phone: 920-723-9655

Note to be placed on final CSM

Petition # _____ Zoning _____

Check for subsequent zoning changes with Jefferson
County Planning and Zoning Department.

Surveyor: Anderson Land Surveying LLC

Address: W6141 Star School Road

City, ST Zip: Fort Atkinson, WI 53538

Phone: 920-563-8162

In addition to the info required by Section 236.34 of State statutes, Sec.
15.04(f) of the Jefferson County Land division/Subdivision Ordinance
requires that the following be shown:

- Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.
- Location of access to a public road, approved by the agency having jurisdiction over the road.
- All lands reserved for future public acquisition.
- Date of the map
- Graphic Scale

☐ Rezoning

☒ Allowed Division within an existing Zoning District

☐ Survey of Existing Parcel

Intent and Description of Parcel to be Divided: Create an approximately 33,000 square foot residential building site in an existing R-2 zone.

SEE SHEET 2

NOTE: Areas and dimensions on this Preliminary are approximate only and in most cases will vary from the Final survey data.

Town Board Approval _____ Date _____
(Includes Access approval if applicable)

County Highway Approval _____ Date _____
(If applicable)

Extraterritorial Approval _____ Date _____
(If applicable)

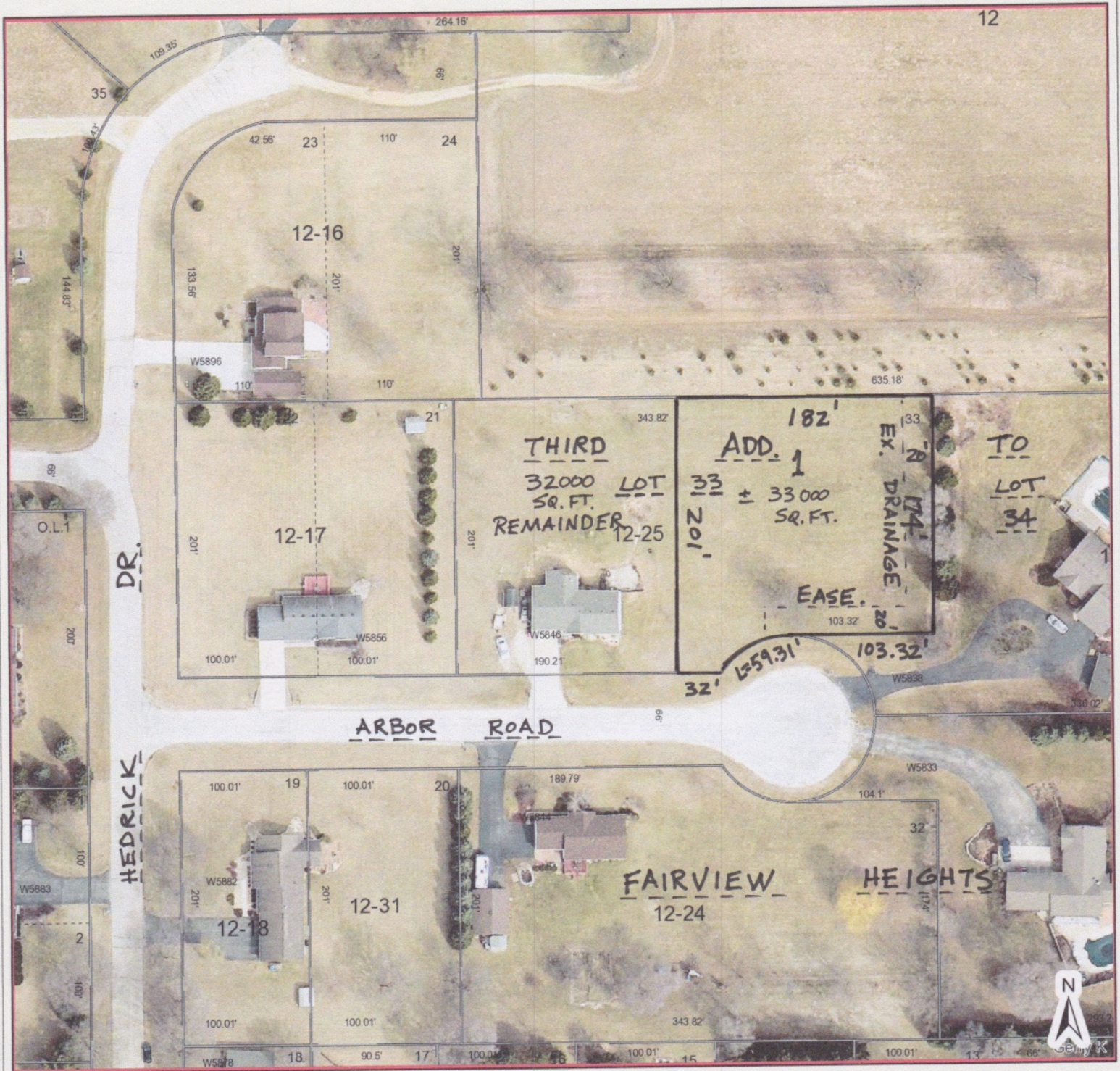
County Surveyor Approval _____ Date _____

Zoning Office Approval _____ Date _____

Please submit four copies to Jefferson County Planning & Zoning, 311 S Center Ave. Room 201, Jefferson, WI 53549

21-11

Jefferson County Land Information

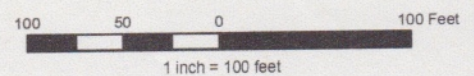


- | | |
|---------------------------|----------------------|
| Description | — Rail Right of Ways |
| Municipal Boundaries | — Road Right of Ways |
| Parcel Lines | — Section Lines |
| — Property Boundary | — Surface Water |
| --- Old Lot/Meander Lines | — Map Hooks |

Tax Parcels

016-0514-1512-025

SHEET 2 OF 2



Jefferson County Geographic Information System

DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on: August 6, 2021

Author: Public User

21-11



CERTIFIED SURVEY MAP REPORT TO THE CITY COUNCIL

DATE: December 9, 2021

FILE NUMBER: CSM-2021-12

PROPERTY ADDRESS: Banker Road

EXISTING ZONING: R-2

PARCEL NUMBER: 014-0614-2821-001 & 2

PROPOSED ZONING: N/A

OWNER: Joy and Tom Levake

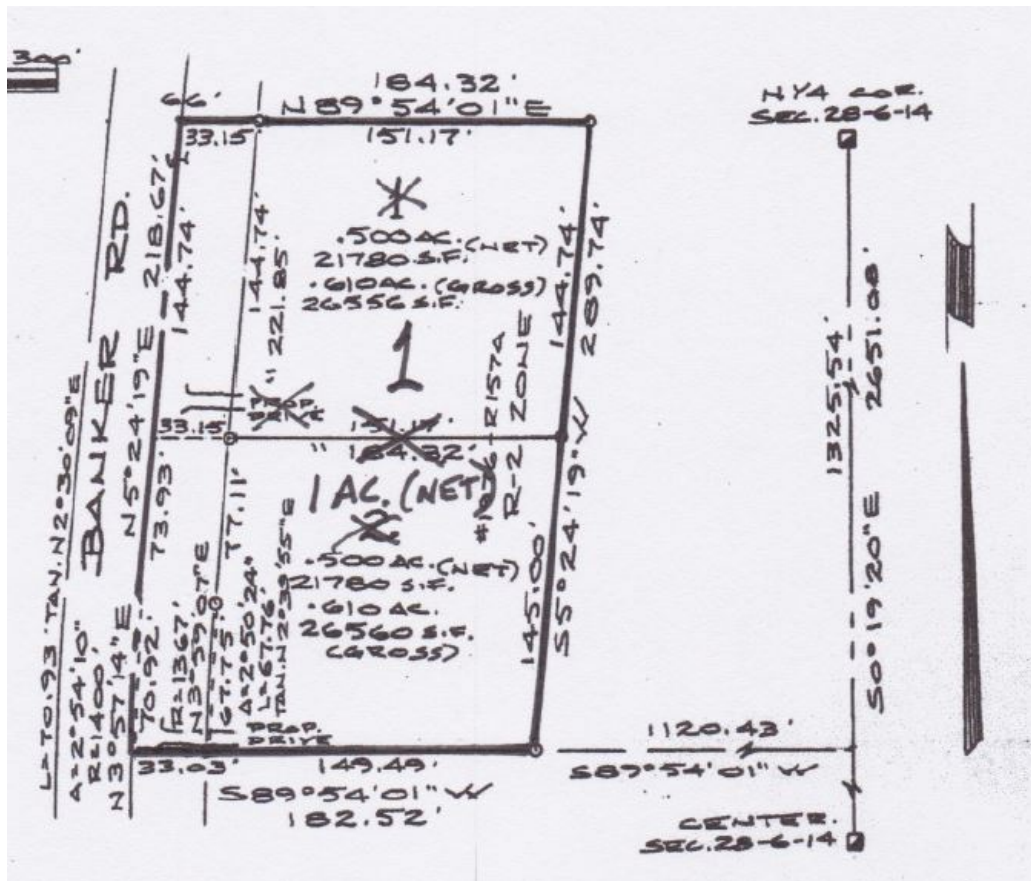
EXISTING LAND USE: Residential

APPLICANT: Joy and Tom Levake

REQUESTED USES: Residential

REQUEST OVERVIEW:

The parcel owners would like to combine 2 existing lots to create a 1 acre residential building site in an existing R-2 zone.

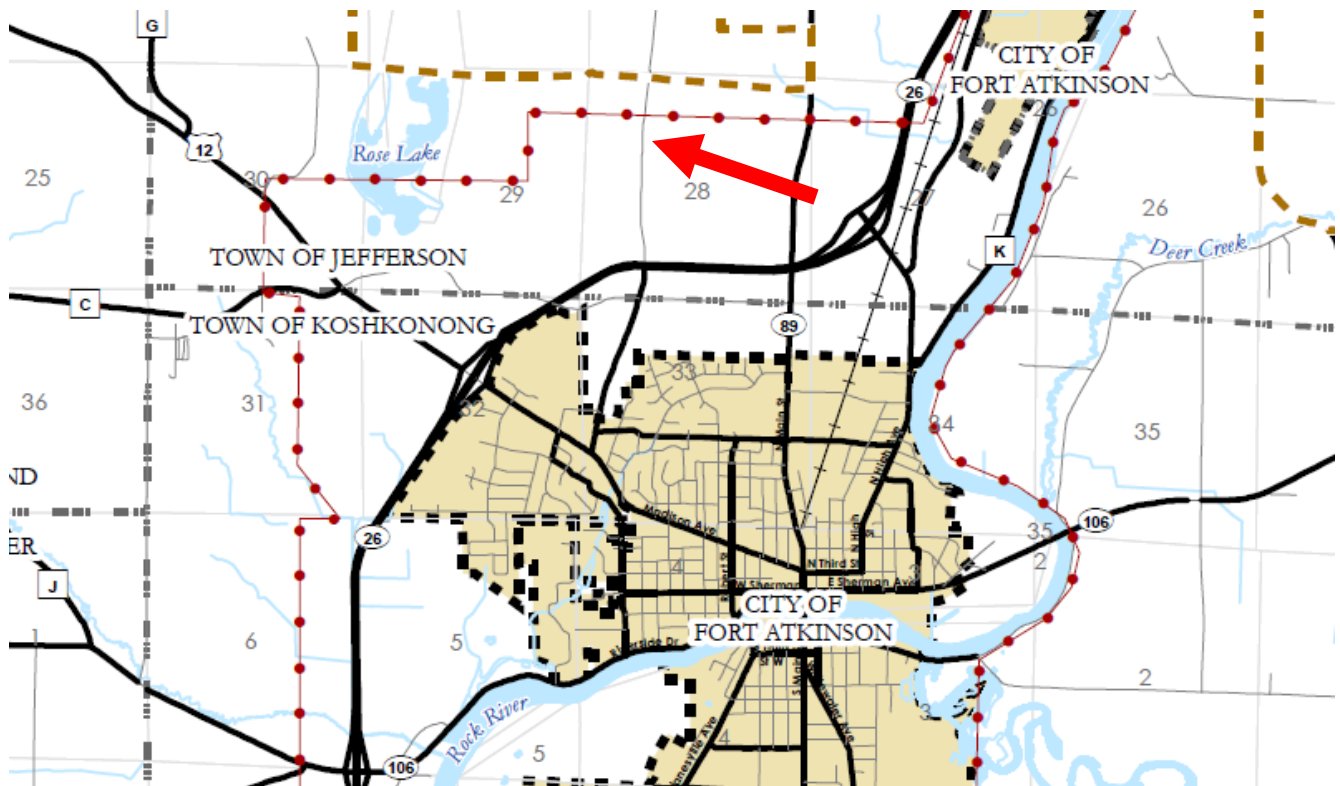


PUBLIC NOTICE:

Public Notice is not required for this Certified Survey Map

COMPREHENSIVE LAND USE PLAN (2019):

The parcel lies at the northern edge of the planning area and has no impact on the Comprehensive Plan.



DISCUSSION:

City staff have no concerns with the proposed CSM.

RECOMMENDATION:

The Plan Commission met and reviewed this CSM November 23. The Plan Commission recommended that the City Council approved this Certified Survey Map as submitted.

ATTACHMENTS:

Preliminary CSM Application



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): Joy + Tom Levake

Phone number: 715-533-0612 Email: _____

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

Phone number: _____ Email: _____

Postal address for proposed CSM: Banker Road

Parcel Identification Numbers Involved: 014-0614-2821-001 & 002

Brief description of proposed division or combination and purpose: _____

Combine 2 existing lots

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

- ☐ Application fee of \$10.00/Lot received by City Treasurer
- ☐ Receipt of complete application packet by Zoning Administrator
- ☐ City Staff Review
- ☐ Plan Commission Public Hearing, review and recommendation
- ☐ City Council review and action

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Dated this 21 day of October, 20 21

Respectfully submitted,

Mark E. Guder AGENT
(Signature of Applicant)

JEFFERSON COUNTY
PRELIMINARY REVIEW FOR CERTIFIED SURVEY

A division of land located in the NE ¼ of the NW ¼ of Section 28, Town 6 N, Range 14 E, Town of Jefferson,
Jefferson County, Wisconsin, on Parcel Number(s) 014-0614-2821-001 & 002

Owner: Joy & Tom Levake
Address: 11354 County Road X
City, ST Zip: Bagley, WI 53801
Phone: 715-533-0612

Surveyor: Anderson Land Surveying LLC
Address: W6141 Star School Road
City, ST Zip: Fort Atkinson, WI 53538
Phone: 920-563-8162

- ☐ Rezoning
- ☒ Allowed Division within an existing Zoning District
- ☐ Survey of Existing Parcel

Date Submitted: October 20, 2021
Revised: _____

Note to be placed on final CSM

Petition # _____ Zoning _____
Check for subsequent zoning changes with Jefferson
County Planning and Zoning Department.

- In addition to the info required by Section 236.34 of State statutes, Sec. 15.04(f) of the Jefferson County Land division/Subdivision Ordinance requires that the following be shown:
- Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.
 - Location of access to a public road, approved by the agency having jurisdiction over the road.
 - All lands reserved for future public acquisition.
 - Date of the map
 - Graphic Scale

Intent and Description of Parcel to be Divided: Combine 2 lots to create a 1 acre (net) residential building site in an existing R-2 zone.

SEE SHEET 2

NOTE: Areas and dimensions on this Preliminary are approximate only and in most cases will vary from the Final survey data.

Town Board Approval _____ Date _____
(Includes Access approval if applicable)

County Highway Approval _____ Date _____
(If applicable)

Extraterritorial Approval _____ Date _____
(If applicable)

County Surveyor Approval _____ Date _____

Zoning Office Approval _____ Date _____

Please submit four copies to Jefferson County Planning & Zoning, 311 S Center Ave. Room 201, Jefferson, WI 53549

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CERTIFIED SURVEY MAP Vol 27 P. 254

SCALE = 1" = 100'

- Professional Land Surveyors***
Phone (920) 563-8162
Fax (920) 563-6654