



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 19, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

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

Meeting ID: 599 786 6403

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) 397-9901. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

AGENDA

1. Call meeting to order
2. Roll call
3. **Public Hearings** – 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 December 5, 2023 regular City Council meeting** (Ebbert, Clerk/Treasurer/Finance Director)

- b. Review and possible action relating to the **minutes of the December 12, 2023 regular Plan Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- c. Review and possible action relating to the **minutes of the December 13, 2023 Police and Fire Commission meeting** (Ebbert, Clerk/Treasurer/Finance Director)
- d. Review and possible action relating to the **Appointment of additional Election Inspectors for a two-year term** (Ebbert, Clerk/Treasurer/Finance Director)
- e. Review and possible action relating to **building, plumbing, and electrical permit report for November 2023** (Draeger, Building Inspector/Zoning Administrator)
- f. Review and possible action relating to the City Clerk-issued **License and Permit Report for November 2023** (Ebbert, Clerk/Treasurer/Finance Director)
- g. **City Sewer, Water, and Stormwater Utility Financial Statements** as of November 30, 2023 (Ebbert, Clerk/Treasurer/Finance Director)

6. Petitions, Requests, and Communications: – None

7. Resolutions and Ordinances:

- a. Review and possible action relating to a Resolution Authorizing the Submission of a **Transportation Alternatives Program (TAP) Grant Application** (Selle, City Engineer/Director of Public Works)

8. Reports of Officers, Boards, and Committees:

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

9. Unfinished Business – None

10. New Business:

- a. Review and possible action relating to **moving City Council meeting dates due to holidays and elections** (Ebbert, Clerk/Treasurer/Finance Director)
- b. Review and possible action relating to an Intergovernmental Agreement between Jefferson County and the City of Fort Atkinson regarding **Geographic Information System (GIS) Services** (Selle, City Engineer/Director of Public Works)
- c. Review and possible action to authorize the City Manager to enter into a **contract for asbestos abatement services** (Williamson, Superintendent of Public Works)
- d. Review and possible action to authorize the City Manager to enter into a contract for **Electric Relocation Services with We Energies** (Williamson, Superintendent of Public Works)
- e. Review and possible action related to purchase of **Replacement Graphic Display Controller for Memorial Park Lift Station** (Christensen, Wastewater Superintendent)

11. Miscellaneous – None

12. Claims, Appropriations and Contract Payments:

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

13. The City Council may consider a motion to convene in closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility [**Nomination of City Manager for Merit Pay Program**]

14. The City Council may return to open session and may take action on the matter considered in closed session

15. Adjournment

Date Posted: December 15, 2023

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

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

**CITY COUNCIL MEETING
IN PERSON AND VIA ZOOM
TUESDAY, DECEMBER 5, 2023 – 7:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Cm. Jaeckel, Cm. Leschier, Cm. Schultz and President Johnson. Also present: City Manager, City Attorney, City Clerk/Treasurer, Public Works Superintendent, Police Chief and Park & Recreation Director.

Excused absence: Cm. Becker.

3. PUBLIC HEARINGS: – NONE

4. PUBLIC COMMENT:

John Donohue, 1550 Raveen Street – referenced a personal 'to do' list he tracked over the past few months regarding his prior public comments.

5. CONSENT AGENDA:

- a) Review and possible action relating to the minutes of the November 17, 2023 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- b) Review and possible action relating to the minutes of the November 20, 2023 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- c) Review and possible action relating to the minutes of the November 21, 2023 regular Fort Atkinson City Council meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- d) Review and possible action relating to the minutes of the November 28, 2023 regular Plan Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*
- e) Review and possible action relating to the minutes of the November 29, 2023 Police and Fire Commission meeting (Ebbert, Clerk/Treasurer/Finance Director)*

Cm. Schultz moved, seconded by Cm. Jaeckel to approve the consent agenda items 5.a. through 5.e. as presented. Motion carried unanimously 4-0.

6. PETITIONS, REQUESTS, AND COMMUNICATIONS:

- a) Presentation relating to City of Fort Atkinson 2024 proposed borrowing structure, purpose, and timeline (Justin Fisher, Baird)*

Justin Fisher presented the borrowing timeline that pertains to the Public Works and Parks Operation Facility, CIP projects and TID #9 infrastructure. Borrowing interest rates are estimated at 5%.

7. RESOLUTIONS AND ORDINANCES:

- a) Review and possible action on a Resolution Authorizing the Issuance of Not to Exceed \$20,500,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof (Houseman, City Manager)*

Manager Houseman reviewed the Council action at their April 6, 2023 meeting, approving a resolution declaring official intent to reimburse expenditures relating to the Public Works and Parks Operations facility and other projects from proceeds of borrowing. Section 2 indicates that the City intends to borrow up to \$26,000,000 for projects in 2024 and 2025. Throughout the 2024 capital improvements budgeting process and 2025-2029 capital improvements project plan, the City Council and staff identified additional CIP projects to be funded through proceeds of borrowing.

RESOLUTION NO. 1412
RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO
EXCEED \$20,500,000 GENERAL OBLIGATION PROMISSORY
NOTES AND AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$20,500,000 NOTE ANTICIPATION NOTES, SERIES 2024A
IN ANTICIPATION THEREOF

WHEREAS, the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of projects included in the City's 2024-2025 capital improvement plan (collectively, the "Project");

WHEREAS, the City Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Manager or the City Clerk/Treasurer/Finance Director (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Notes.

Section 2. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000). The purchase price to be paid to the City for the Notes shall not be less than 99.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 0.75% of the principal amount of the Notes, with an amount not to exceed 0.10% of the principal amount of the Notes representing the Purchaser's compensation.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$20,500,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on December 1, 2024 or on such other date listed in the Approving Certificate and in the principal amount set forth below, and that the aggregate principal amount of the Notes shall not exceed \$20,500,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$20,500,000.

<u>Date</u>	<u>Principal Amount</u>
December 1, 2024	\$20,500,000

Interest shall be payable at maturity. The true interest cost on the Notes shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the City Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the City Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or promissory notes or certificates of indebtedness and the principal amount authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Notes (the "Record Date"), unless another Record Date is listed in the Approving Certificate. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturity, redemption provisions, interest rate, purchase price and other terms for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The City Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 5, 2023.

Cm. Schultz moved, seconded by Cm. Leschier to adopt the Resolution Authorizing the Issuance of Not to Exceed \$20,500,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof. Motion carried unanimously 4-0.

b) Review and possible action on a Resolution Authorizing the Issuance of Not to Exceed \$3,600,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,600,000 Note Anticipation Notes, Series 2024B in Anticipation Thereof (Houseman, City Manager)

RESOLUTION NO. 1413
RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$3,600,000 GENERAL OBLIGATION PROMISSORY NOTES AND
AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,600,000
NOTE ANTICIPATION NOTES, SERIES 2024B
IN ANTICIPATION THEREOF

WHEREAS, the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of projects included in the project plans for the City's Tax Increment District No. 9 (collectively, the "Project");

WHEREAS, the City Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Manager or the City Clerk/Treasurer/Finance Director (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 23. Authorization and Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Notes.

Section 24. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal

amount of not to exceed THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000). The purchase price to be paid to the City for the Notes shall not be less than 98.00% of the principal amount of the Notes and the difference between the initial public offering price of the Notes provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 2.00% of the principal amount of the Notes, with an amount not to exceed 0.60% of the principal amount of the Notes representing the Purchaser's compensation.

Section 25. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2024B"; shall be issued in the aggregate principal amount of up to \$3,600,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on the date and in the principal amount set forth below, and that the aggregate principal amount of the Notes shall not exceed \$3,600,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$3,600,000.

<u>Date</u>	<u>Principal Amount</u>
February 1, 2027	\$3,600,000

Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2024, or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 26. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate.

Section 27. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 28. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 29. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the City Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 30. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

- (A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;
- (B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the City Council may direct in accordance with law; and,
- (C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or promissory notes or certificates of indebtedness and the principal amount authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 31. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 32. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 33. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 34. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 35. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent").

Section 36. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 37. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 38. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 39. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, redemption provisions, interest rate and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 40. Official Statement. The City Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 41. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 42. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 43. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 44. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 5, 2023

Cm. Jaeckel moved, seconded by Cm. Schultz to adopt the Resolution Authorizing the Issuance of Not to Exceed \$3,600,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,600,000 Note Anticipation Notes, Series 2024B in Anticipation Thereof. Motion carried unanimously 4-0.

c) Review and possible action on a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 General Obligation Refunding Bonds (Houseman, City Manager)

RESOLUTION NO. 1414
RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$20,500,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the City of Fort Atkinson, Jefferson County, Wisconsin (the "City") has authorized and is issuing its Note Anticipation Notes, Series 2024A, expected to be dated March 1, 2024 (the "NANs") for public purposes, including paying the cost of projects included in the City's 2024-2025 capital improvement plan (collectively, the "Project");

WHEREAS, the City Council deems it to be necessary, desirable and in the best interest of the City to refund the NANs (which are also referred to herein as the "Refunded Obligations") (the refinancing of the Refunded Obligations shall be referred to herein as the "Refunding") for the purpose of providing permanent financing for the Project financed by the NANs;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation refunding bonds (the "Bonds") which will refund the NANs to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase agreement to the City (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the City Manager or the City Clerk/Treasurer/Finance Director (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 45. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Refunding, the City is authorized to borrow pursuant to Section 67.04, Wisconsin Statutes, the aggregate principal sum of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Bonds aggregating the principal amount of not to exceed TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) (the "Bonds"). The purchase price to be paid to the City for the Bonds shall not be less than 97.25% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds provided by the Purchaser and the purchase price to be paid to the City by the Purchaser shall not exceed 2.75% of the principal amount of the Bonds, with an amount not to exceed 1.25% of the principal amount of the Bonds representing the Purchaser's compensation.

Section 46. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to \$20,500,000; shall be dated as of their date of issuance, which shall be on or after February 1, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$1,000,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to \$1,000,000; and that the aggregate principal amount of the Bonds shall not exceed \$20,500,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$20,500,000.

<u>Date</u>	<u>Principal Amount</u>
February 1, 2025	\$ 115,000
February 1, 2026	680,000
February 1, 2027	705,000
February 1, 2028	810,000
February 1, 2029	845,000

February 1, 2030	885,000
February 1, 2031	930,000
February 1, 2032	980,000
February 1, 2033	1,030,000
February 1, 2034	1,080,000
February 1, 2035	970,000
February 1, 2036	1,025,000
February 1, 2037	1,080,000
February 1, 2038	1,135,000
February 1, 2039	1,195,000
February 1, 2040	1,255,000
February 1, 2041	1,340,000
February 1, 2042	1,405,000
February 1, 2043	1,480,000
February 1, 2044	1,555,000

Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2025, or on such other date approved by the Authorized Officer in the Approving Certificate. The true interest cost on the Bonds shall not exceed 5.75%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 47. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth in an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 48. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 49. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in each year during the term of the Bonds in such amounts as are sufficient to meet the principal and interest payments due on the Bonds in the following year, which amounts are to be set forth in the Approving Certificate.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. To the extent necessary (if any), the City hereby appropriates from proceeds of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Bonds coming due in 2024, if any, as set forth in an attachment to the Approving Certificate labeled as Schedule III.

Section 50. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds - 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any

time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 51. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 52. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 53. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 54. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 55. Payment of the Bonds; Mandatory Redemption Agent or Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk/Treasurer/Finance Director (the "Fiscal Agent"). If deemed necessary, the City hereby authorizes the City Manager and City

Clerk or other appropriate officers of the City to enter into either a mandatory redemption agreement or fiscal agency agreement with Associated Trust Company, National Association, Green Bay, Wisconsin, which, if applicable, shall be outlined in the Approving Certificate.

Section 56. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 57. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 58. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 59. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, and the redemption date for the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 60. Official Statement. The City Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 61. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 62. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date approved by the Authorized Officer in the Approving Certificate that is not more than 90 days after the date of issuance of the Bonds at a price of par plus accrued interest to the date of redemption, subject to final approval of the Bonds by the Authorized Officer as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk after final approval to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth in the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 63. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 64. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 65. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 5, 2023.

Cm. Lescohier moved, seconded by Cm. Jaeckel to adopt Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$20,500,000 General Obligation Refunding Bonds. Motion carried unanimously 4-0.

d) Second reading and possible third/final reading of an Ordinance Annexing the territory addressed N2696 Banker Road to the City of Fort Atkinson (Selle, City Engineer/Director of Public Works)
Manager Houseman provided how the applicants and property owners Josh Majewski and Somer Majewski have requested the annexation of the property located at N2696 Banker Road from the Town of Koshkonong to the City of Fort Atkinson in order to access the City's water and sewer infrastructure. Future land use for this site is listed as Planned Neighborhood. Per the City Comprehensive Plan, this parcel is part of the Northwest Quadrant Planning Area and the Proposed use is in concert with the City Comprehensive Plan.

Cm. Lescohier moved, seconded by Cm. Schultz to approve the second reading, suspend the rules and waive the third reading of the Ordinance Annexing the territory addressed as N2696 Banker Road to the City of Fort Atkinson. Motion carried unanimously 4-0.

Cm. Schultz moved, seconded by Cm. Schultz to adopt the Ordinance Annexing the territory addressed as N2696 Banker Road to the City of Fort Atkinson. Motion carried unanimously 4-0.

8. REPORTS OF OFFICERS, BOARDS, AND COMMITTEES:

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

No action was taken.

9. UNFINISHED BUSINESS – NONE

10. NEW BUSINESS:

a) Review and possible action relating to the purchase of two MCT60 Brooms with 2024 Parks CIP funds at a cost not to exceed \$11,142.50 (Franseen, Parks and Recreation Director)

Director Franseen stated that the Parks and Recreation Department currently has three 60" MCT broom attachments that are essential for clearing snow from public sidewalks and trails during the winter months, as well as for addressing debris and leaves during warmer weather. The MCT60 Broom has proven to be a reliable and effective tool for staff to maintain clear and safe walkways for residents. Staff is requesting to replace the two oldest broom attachments purchased in 2015 and 2017. By securing the purchase of these

brooms now and acquiring them in 2024, the brooms can be available for the upcoming winter season. No purchases will be made until 2024.

Cm. Lescohier moved, seconded by Cm. Schultz to authorize the purchase of two MCT60 Brooms from Mid-State Equipment at a cost not to exceed \$11,142.50 in 2024. Motion carried unanimously 4-0.

b) Review and possible action relating to the purchase of four Scag Turf Tiger Zero-Turn Mowers and a Clam Shell Bagger with 2024 Parks CIP funds at a cost not to exceed \$40,534 (Franseen, Parks and Recreation Director)

Director Franseen discussed the 2024 Capital Improvements Budget that includes \$48,500 to replace four zero-turn mowers in accordance with the regular 6-year replacement schedule the Parks and Recreation Department. One significant benefit of the proposed purchase is that the Parks and Recreation Department, along with the Department of Public Works and Wastewater, all utilize Scag Turf Tiger mowers. This shared equipment selection streamlines the ability to conduct maintenance, facilitates faster repairs when needed, and enhances the ability to manage a comprehensive parts inventory.

Cm. Jaeckel moved, seconded by Cm. Schultz to authorize the purchase of four 2024 Scag Turf Tiger 2 Model 842D and a Clam Shell Bagger from Mid-State Equipment at a cost not to exceed \$40,534 in 2024. Motion carried unanimously 4-0.

c) Review and possible action relating to the purchase of one squad car and associated equipment (Bump, Police Chief)

Chief Bump discussed the plan to replace one (1) police vehicle in 2024 per the approved 2024 Capital Improvements Budget through the 2024-2025 borrowing. Funds are established in the 2024 Budget under the Police Outlay Account in the amount of \$65,500.00 and include both the cost of the vehicle and the equipment to transition it to a fully functional squad car. The Police Department requested proposals for the 2024 Ford Interceptor SUV. Staff received two proposals from Ewald Ford and Griffin Ford. Delivery is expected to occur between four and six months after the order is made, which is why the request is being brought to the City Council in December 2023. Payment is not required until delivery, which will occur in 2024. Additional funds were budgeted within the Outlay Account for the squad cars beyond the vehicle purchase price for squad specific equipment and changeover fees. Staff received a proposal from 10-33 Vehicle Services for the majority of this equipment at a cost of \$17,542.55. There will likely be additional small purchases over the next several months with the total not exceeding \$65,500.

Cm. Lescohier moved, seconded by Cm. Schultz purchase of one new squad car from Griffin Ford for \$43,302 and the purchase of equipment from 10-33 Vehicle Services for \$17,542.55. Motion carried unanimously 4-0.

d) Review and possible action relating to the purchase of a rear load minivan for the City's Shared Ride Taxi Program (Selle, City Engineer/Director of Public Works)

Manager Houseman discussed the 2024 Shared Ride Taxi program through the State of Wisconsin, the City is authorized to purchase a new Taxi to replace one of the aging vehicles in the fleet. Funds were included in the 2023 Capital Improvements Budget (\$13,000) as well as the 2024 Capital Improvements Budget (\$20,000) for the City's portion of a new taxi vehicle. The vehicles are then leased to Running, Inc., (doing business as Brown Cab) to be used for the City's taxi program. The City purchases the vehicles through a State contract program, therefore guaranteeing that the vehicles meet the specifications for handicap accessibility. The State uses specific vendors for the Public Transit Assistance Program recipients. The vendor for rear-load mini vans is Transportation Equipment Sales Corp of Ohio. The City has six taxis in

service at this time, five 2011 Dodge Caravans and one 2020 Dodge Caravan. The proposed purchase would replace one of the 2011 Caravans.

Cm. Schultz moved, seconded by Cm. Lescohier to authorize the City Manager to order a new rear-load minivan at a cost not to exceed \$72,373 from Transportation Equipment Sales Corp. Note that \$57,809.60 will be reimbursed from the Wisconsin DOT grant, and the remaining \$14,566.40 to be funded through the Taxi Fund with ARPA funds. Motion carried unanimously 4-0.

e) Review and possible action relating to Appointment of Election Inspectors for a two-year cycle (Ebbert, Clerk/Treasurer/Finance Director)

Clerk Ebbert discussed the appointment of inspectors required no later than December 31, 2023, for a two-year term which begins January 1, 2024, and ends December 31, 2025. Wis. Stats. §§ 7.30(4)(a), 7.30(6). 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. I conducted training sessions in late October 2023 and I always have a training the week before an election for the inspectors scheduled to work that immediate election.

Cm. Jaeckel moved, seconded by Cm. Schultz to approve the list of Election Inspectors for the election cycle beginning January 1, 2024 and ending December 31, 2025. Motion carried unanimously 4-0..

11. MISCELLANEOUS – NONE

12. CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS:

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

Cm. Lescohier moved, seconded by Cm. Jaeckel to approve the list of Verified Claims and authorize payment. Motion carried unanimously 4-0.

13. ADJOURNMENT

Cm. Jaeckel moved, seconded by Cm. Schultz to adjourn. Meeting adjourned at 7:58 pm.

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



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

**PLAN COMMISSION MEETING
IN PERSON AND VIA ZOOM
TUESDAY, DECEMBER 12, 2023 – 4:00 PM
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Present: Commissioners Gray, Highfield, Kessenich, Schull, Engineer Selle and Manager Houseman. Also present: City Attorney, City Clerk/Treasurer and Building Inspector.

Excused absence: Council Rep Schultz,

**3. REVIEW AND POSSIBLE ACTION RELATING TO THE MINUTES OF THE NOVEMBER 28, 2023
REGULAR PLAN COMMISSION MEETING**

Gray moved, seconded by Kessenich to approve the minutes of the November 28, 2023 Regular Plan Commission meeting. Motion carried unanimously.

**4. REVIEW AND POSSIBLE ACTION ON A SPECIAL AREA DESIGN REVIEW FOR 214 S. MAIN
STREET (SADR-2023-04) (DRAEGER)**

Building Inspector Draeger presented the request on behalf of the owner. Section 15.07.50 & 15.10.43 require any modifications or work done on structures in the DHMU zoning to be approved by the Plan Commission. In this instance the code is assuring that colors chosen, and aesthetic changes made for structures in this zoning are appropriate for the Historic district and will not negatively impact the area. The applicant is proposing to replace the store front door glass, the 2nd story windows and trim, remove the existing paint on the brick facade, and wrap the existing storefront windows with dark bronze to match the upper windows. Along with these repairs the applicant is requesting to install dark bronze aluminum framed glass across the middle of the façade above the storefront and below the 2nd floor. During repairs this area was found to be deteriorating and was temporarily covered. The Historic Preservation Commission reviewed this application at the meeting on December 12, 2023.

Staff recommends that the Plan Commission approve the chosen colors, the façade repairs and the alterations proposed for the façade of the building with the following conditions:

- That the applicant be required to repair and/or replace existing brick identified as “H” on the façade photo (not covering with stucco); and
- That the applicant receives approval for this project after review by the Historic Preservation Committee.

Kessenich moved, seconded by Highfield to approve the Special Area Design Review for 214 S. Main Street (SADR-2023-04) with recommendations as outlined in the Staff report with subject

H remaining brick, rookwood sash green as the primary color and artichoke as the secondary color. Motion carried unanimously.

5. **ADJOURNMENT**

Gray moved, seconded by Kessenich to adjourn the meeting. Meeting adjourned at 4:16 pm.

Respectfully submitted,

Michelle Ebbert

City Clerk/Treasurer/Finance Director



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

**POLICE AND FIRE COMMISSION MEETING
WEDNESDAY, DECEMBER 13, 2023 – 12 P.M.
CITY HALL – SECOND FLOOR**

1. CALL MEETING TO ORDER

Chairperson Jones called the meeting to order at 12:00 pm.

2. ROLL CALL

Present: Commissioners Hartwick, Turk, Raub, Schultz and Chairperson Jones. Also present: City Manager, City Clerk/Treasurer and Gov HR Rep Tim Sashko.

3. THE POLICE AND FIRE COMMISSION MAY CONSIDER A MOTION TO CONVENE IN CLOSED SESSION PURSUANT TO STATE STAT. §19.85(1)(C) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION, OR PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY [REVIEW OF APPLICANTS FOR THE FIRE/EMS CHIEF POSITION]

Hartwick moved, seconded by Schultz to convene in closed session pursuant to State Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: review of applicants for the Fire/EMS Chief position. Motion carried unanimously on a voice vote.

4. ADJOURNMENT

Schultz moved, seconded by Turk to adjourn. Meeting adjourned at 12:56 pm.

Respectfully submitted,

Michelle Ebbert
City Clerk/Treasurer/Finance Director



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

MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the Appointment of additional Election Inspectors for a two-year term

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

At a meeting in December, not later than December 31, 2023, the municipal governing body shall appoint Election Inspectors for a two-year term which begins January 1, 2024, and ends December 31, 2025. Wis. Stats. §§ 7.30(4)(a), 7.30(6). 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. The City Clerk conducted training sessions in late October 2023 and then again the week before an election for the inspectors scheduled to work.

On December 5th, the City Council approved the list of Inspectors to be appointed to a two-year term. Since that time, additional residents have come forward requesting to serve as an Inspector for the 2024-2025 election cycle. The additional Inspectors are included on the attached list.

FINANCIAL ANALYSIS

There is no financial impact for the appointment and training of Election Inspectors.

RECOMMENDATION

Staff recommends that the City Council approve the appointment of Election Inspectors for the election cycle beginning January 1, 2024 and ending December 31, 2025.

ATTACHMENTS

Alphabetical list of Election Inspectors for the 2024-2025 Term

Last Name,	First Name	Party Affiliation
Doyle	Carrie	Democrat Party Nominated
Green	Linda	Democrat Party Nominated
Beauchamp	John	Republican Party Nominated
Flessert	Chris	Republican Party Nominated
Fries	Scott	Republican Party Nominated
Kirk	James	Republican Party Nominated
Newbold	Jeffrey	Republican Party Nominated

Last Name,	First Name	Party Affiliation
Ackerman Fixmer	Janine	Unaffiliated
Allard	Daniel M	Unaffiliated
Armin	Steve	Unaffiliated
Baker	Jose	Unaffiliated
Baker	Kevin	Unaffiliated
Bell	Stephanie	Unaffiliated
Bevington	Amy M	Unaffiliated
Black	Jodi	Unaffiliated
Bleecker	Rick	Unaffiliated
Block	Terese Kaskubar	Unaffiliated
Bushcott	Adam C	Unaffiliated
Butts	Catherine	Unaffiliated
Clayton	Jess	Unaffiliated
Congdon	Tina	Unaffiliated
Courtney	Korliss Jean	Unaffiliated
Da Silva	Gildo J	Unaffiliated
Dary	Richard E JR	Unaffiliated
Drout	Jessica Rose	Unaffiliated
Drury	John	Unaffiliated
Fick	Tom	Unaffiliated
Flessert	Chris	Unaffiliated
Fragola	Patricia	Unaffiliated
Fraley	Karen Lyn	Unaffiliated
Freson	Helen	Unaffiliated
Frigo	David	Unaffiliated
Hartwick	Megan	Unaffiliated
Hartwig	Emma Ann	Unaffiliated
Hilberg	Walter	Unaffiliated
Hoff	Holly Marie	Unaffiliated
Hoffman	Josephene	Unaffiliated
Holzaepfel	John	Unaffiliated
Houseman	Rebecca	Unaffiliated
Hustedt	Doug	Unaffiliated
James	Rick	Unaffiliated
James	Vicki	Unaffiliated
Kakuschke	Kathy	Unaffiliated
Kastner	Amber Jade	Unaffiliated
Ketterman	Larry	Unaffiliated

Last Name,	First Name	Party Affiliation
King	Diane	Unaffiliated
Knott	Tracey	Unaffiliated
Koch	Megan Renee	Unaffiliated
Koch	Bobbie	Unaffiliated
Koljord	Lori Jean	Unaffiliated
Latorraca	Ellen	Unaffiliated
Lembitz	Lance	Unaffiliated
Maas	Tom	Unaffiliated
Meyer	Meredith Green	Unaffiliated
Michael	Matthew Howard	Unaffiliated
Mroz	Kara	Unaffiliated
Myren-Celkis	Kaitlin	Unaffiliated
Nakashima	Anna	Unaffiliated
Nelson	Brittany	Unaffiliated
Null	Dawn Marie	Unaffiliated
Nyquist	Laura	Unaffiliated
Orosco	Joe	Unaffiliated
Palenik-Kilroy	Sandy	Unaffiliated
Parnau	Cara	Unaffiliated
Pennycooke	Pamela	Unaffiliated
Pett	Nancy	Unaffiliated
Quinn	Rhona	Unaffiliated
Roahen	Dan	Unaffiliated
Smillie	Timothy	Unaffiliated
Smith	Chelsey A	Unaffiliated
Smith	Nysa R	Unaffiliated
Statz	Mark	Unaffiliated
Steele	Yoyi	Unaffiliated
Steiner	Gina	Unaffiliated
Strunk	Arlene	Unaffiliated
Swenson	Betsy Marie	Unaffiliated
Toeller	Nettie	Unaffiliated
Turk	Linda	Unaffiliated
Tuttle	Becky	Unaffiliated
Urbain	Clair Mr.	Unaffiliated
Vance	Isaiah G W	Unaffiliated
Varsik	Gretchen	Unaffiliated
Weber	Shannon M	Unaffiliated
Wendricks	David L	Unaffiliated
Wendricks	Lorene	Unaffiliated
Whisner	Michelle	Unaffiliated
Wiehert	Sarah	Unaffiliated
Williams	Pam	Unaffiliated
Witkins	Jerry	Unaffiliated
Witte	Murray Jamie	Unaffiliated
Wolff	Leslie Anne	Unaffiliated
Wolff	Karen	Unaffiliated



Permit Report

11/01/2023 - 11/30/2023

Permit Date	Permit #	Permit Location	Owner Name	Permit Type	Permit Description	Estimated Project Cost	Total Fees
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Group: Add/Alter Commercial

11/29/2023	23729	100 E Blackhawk Dr	Opportunities, Inc.	Add/Alter Commercial	Change 86,654 CF from "B" occupancy to "S-1"	165,000	
11/20/2023	23711	511 Madison Ave		Add/Alter Commercial	Adding office Space	10,000	\$46.25
11/16/2023	23707	511 Madison Ave		Add/Alter Commercial	Adding office Space	10,000	\$330.00
11/16/2023	23706	1450 Janesville Ave	Spacesaver	Add/Alter Commercial	Add back up storm sump pump	3,000	\$41.00
11/14/2023	23700	821 Monroe St	Fort Atkinson School District	Add/Alter Commercial	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	3,000,000	\$2,910.00
11/14/2023	23699	337 Roosevelt St	Fort Atkinson School District	Add/Alter Commercial	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	1,500,000	\$1,560.00
11/14/2023	23698	925 Lexington Blvd	Fort Atkinson School District	Add/Alter Commercial	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	660,000	\$660.00
11/14/2023	23697	310 S Fourth St E	Fort Atkinson School District	Add/Alter Commercial	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	960,000	\$960.00
11/14/2023	23696	201 Park St	Fort Atkinson School District	Add/Alter Commercial	Security and Safety upgrades, plumbing, HVAC, Electric upgrades	2,600,000	\$2,610.00

11/14/2023	23695	719 S Main St.	Fort Atkinson School District	Add/Alter Commercial	Security and Safety Improvements. Plumbing upgrades.	2,000,000	\$2,010.00
11/10/2023	23686	210 W Milwaukee Ave	Fort Healthcare	Add/Alter Commercial	Plan Review Only	0	\$300.00
							\$11,427.25

Group Total: 11

Group: Commercial/ Industrial

11/20/2023	23710	201 S Main St	Mitch & Erin Patterson	Commercial/ Industrial	Interior Commercial Remodel/Update	350,000	\$1,275.00
							\$1,275.00

Group Total: 1

Group: Deck

11/8/2023	23680	609 Van Buren St	Katy Simon	Deck	Install a railing on a flat roof	1,500	\$35.00
							\$35.00

Group Total: 1

Group: Electrical

11/27/2023	23723	201 N Main St/ Mr. Brews	Mr Brew Taphouse	Electrical	Install of (2) 20 amp circuits for cooking oil equipment	1,385	\$36.50
11/27/2023	23722	1681 Ila St	Chris Vagasky	Electrical	Generator Installation	0	\$80.00
11/22/2023	23719	1511 Stacy Ln	Mason Becker	Electrical	Installation of a flush-mounted rooftop solar PV system on the residence. Other licenses ELEC contractor 1197754, Master Electrician 823188, and Dwelling Contractor Qualifier DCQ-071500089	29,000	\$385.00
11/21/2023	23718	1245 Janette St	Mike Raddatz	Electrical	Generator Installation	0	\$80.00
11/21/2023	23717	314 Ralph st	Jerry Newton	Electrical	updating electrical service 200 amp Service	0	\$70.00

11/21/2023	23716	413 Edward St	Peter Ramirez	Electrical	Electric for add on	6,478	\$48.50
11/21/2023	23715	402 Heth St.	Dawn Behling	Electrical	Installing generator	0	\$80.00
11/21/2023	23714	415 Foster St	Mary Wutke	Electrical	New Home Build	12,000	\$190.00
11/20/2023	23712	201 S Sixth St	Curt Fletcher	Electrical	Rebuilt front porch electric, new can lights	2,000	\$38.00
11/14/2023	23701	413 East St	James Nelson	Electrical	bedroom/kitchen remodel	3,000	\$68.75
11/13/2023	23690	726 Messmer St	Ryan Foust	Electrical	New Home	15,393	\$190.00
11/13/2023	23689	720 Messmer St	Ryan Foust	Electrical	New Home	15,393	\$190.00
11/13/2023	23688	716 Messmer St	Ryan Foust	Electrical	New Home	15,393	\$190.00
11/13/2023	23687	101 N Fourth St	Wrench Enterprises	Electrical	House Remodel	15,000	\$170.00
11/10/2023	23684	208 E Sherman Ave	Emily Primakow	Electrical	Replace Water Heater	0	\$35.00
11/8/2023	23681	821 Monroe St	Amanda Moehling	Electrical	Solar array maintenance	3,000	\$135.00
11/3/2023	23672	509 Hillcrest Dr	Mark Dzewior	Electrical	Roof Mounted Solar PV	16,000	\$355.00
							\$2,341.75

Group Total: 17

Group: Fence

11/29/2023	23727	38 E Rockwell Ave	Bruce Johnson	Fence	Chain link 6', extension of existing	0	\$25.00
							\$25.00

Group Total: 1

Group: HVAC

11/30/2023	23731	120 N Main St.	Justin and Erin Gorman	HVAC	Installing a Commercial Hood and Makeup Air Unit	56,380	\$130.00
11/28/2023	23725	208 Heritage Dr.	JT Developers	HVAC	HVAC for one side of duplex	0	\$217.40
11/22/2023	23720	615 Reena Ave #7	Kelly	HVAC	Replace Furnace	0	\$70.00

11/15/2023	23704	328 Roosevelt St	ANDREW	HVAC	REPLACE EXISTING FURNACE	6,448	\$70.00
11/14/2023	23694	1535 Radhika St	Dwane Broech	HVAC	Replacement of furnace	5,300	\$70.00
11/13/2023	23693	726 Messmer St.	Ryan Foust	HVAC	New Single Family	250,000	\$243.00
11/13/2023	23692	720 Messmer St.	Ryan Foust	HVAC	New Single Family	250,000	\$243.00
11/13/2023	23691	716 Messmer St.	Ryan Foust	HVAC	New Single Family	250,000	\$243.00
11/10/2023	23685	2154 N Third St	Kay Duddeck	HVAC	Replace Furnace	0	\$70.00
11/7/2023	23675	1559 Madison Ave	Kwik Trip	HVAC	HVAC & Kitchen Hood Systems For Building Addition / Remodel	96,000	\$228.75
							\$1,585.15

Group Total: 10

Group: New Single Family

11/3/2023	23674	415 Foster St.	Mary Wutke	New Single Family	New 3 bedroom single family	240,000	\$2,452.50
							\$2,452.50

Group Total: 1

Group: Other

11/28/2023	23726	1103 Grove St	Jennifer Baumhofer	Other	Kitchen Reno involving removing part of a wall, moving the oven/stove and venting associated. Sink, fridge, and all other walls will stay the same. We will be removing all old cupboards and counter tops which will require a dumpster.. All electrical and new venting will be done by a licensed	15,000	\$70.00
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					electrician and HVAC company.		
							\$70.00

Group Total: 1

Group: Plumbing

11/29/2023	23728	940 Banker Rd	Somer Majeski	Plumbing	sewer & water laterals	-10,000	\$235.00
11/28/2023	23724	609 Grant St	Trina Gray	Plumbing	Replace Water Heater	0	\$41.00
11/27/2023	23721	1116 Harriette St	Richard Hogan	Plumbing	28'x18' addition to back of existing home, includes 1 full bath, full basement with outside access. Back porch with steps to driveway about 4'x10'	140,000	\$65.00
11/15/2023	23705	412 Clarence St	Justin Wiegel	Plumbing	Replace Water Line	6,000	\$110.00
11/10/2023	23683	208 E Sherman Ave	Emily Primakow	Plumbing	Replace Water Heater	0	\$35.00
11/8/2023	23678	201 S Main St	Mitch Patterson	Plumbing	Install new 6" water service and abandon existing lead service at main	46,000	\$110.00
11/7/2023	23677	1445 Lakeview Dr	Barb Condon	Plumbing	Repair sewer	1,000	\$160.00
11/7/2023	23676	415 Foster St	Mary Wutke	Plumbing	new house Plumbing	1	\$287.00
11/3/2023	23671	210 W Sherman Ave	Ellen Sawyer	Plumbing	Water Lateral Replacement, Pex from curb stop to house	3,850	\$110.00
11/2/2023	23669	700 Oak St	DB Oak	Plumbing	Bathroom & Mechanical room work	23	\$77.00
							\$1,230.00

Group Total: 10

Group: Right of Way Opening Permit

11/21/2023	23713	13 Talcott Ave		Right of Way Opening Permit	ROW - WR 4938617	0	\$50.00
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11/17/2023	23709	1122 N High St		Right of Way Opening Permit	ROW	0	\$50.00
11/9/2023	23682	415 Foster St	Mary Wutke	Right of Way Opening Permit	New sewer and water lateral from terrace	1	\$50.00
11/8/2023	23679	201 S Main St	Mitch Patterson	Right of Way Opening Permit	Installing a new 6" water service	0	\$50.00
11/2/2023	23670	210 W Sherman Ave	Ellen Sawyer	Right of Way Opening Permit	Water Lateral Replacement	3,850	\$50.00
11/1/2023	23668	716 Messmer St	RTLE Properties	Right of Way Opening Permit	ROW - New Gas Service WR 4924127	0	\$50.00
11/1/2023	23667	726 Messmer St		Right of Way Opening Permit	ROW - New Gas Service WR 4924069	0	\$50.00
11/1/2023	23666	720 Messmer St		Right of Way Opening Permit	ROW - New Service WR 4924046	0	\$50.00
							\$400.00

Group Total: 8

Group: Single Family Alteration/Addition

11/30/2023	23730	1714 Montclair Pl	Aeryn T Barry	Single Family Alteration/Addition	Finishing Basement on West side of Duplex. Alteration adds 1 bedroom and 1 bathroom. Unit will be 1714 Montclair	30,000	\$388.90
11/15/2023	23703	622 Robert St.	Cathleen Erdman	Single Family Alteration/Addition	Kitchen Remodel	68,806	\$126.00
11/15/2023	23702	201 S Sixth St	Curt Fletcher	Single Family Alteration/Addition	Rebuilt front porch	2,000	\$145.00
11/3/2023	23673	509 Hillcrest Dr	MArk Dziewior	Single Family Alteration/Addition	Roof mounted solar PV	16,000	\$35.00
							\$694.90

Group Total: 4

							\$21,536.55
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Total Records: 65

12/11/2023



Jedidiah Draeger
Building Inspector/Zoning Administrator



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

MEMORANDUM

DATE: December 21, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to the City Clerk-issued License and Permit Report for November 2023

The following is a list of the Licenses and Permits issued by the City Clerk for the period of November 21, 2023 through December 21, 2023 per the City of Fort Atkinson Municipal Code of Ordinances. No action is necessary by City Council, as these licenses and permits have already been issued. This report is for informational purposes only.

BEEKEEPING

None

OPERATOR

Licensing Period – July 1, 2022 – June 30, 2024

Applicant	Place of Employment	Recommended Approval by Fort Atkinson Police Department
Drew Wilke	Fat Boyz	Y
Abbigale Radtke	Tavern on the Rock	Y
Lisa Hrobsky	Stop N Go #1502	Y
Justin Cusak	Fat Boyz	Y
Dawn Null	Family Dollar	Y
Kendra-Dale Null	Family Dollar	Y
Sylvia Heldt	Family Dollar	Y
Tammy Walton	Family Dollar	Y
Rebecca Lisius	Family Dollar	Y
Cindy Lapp	Family Dollar	Y

MOBILE MERCHANT

Kenneth Bass	Holiday Inn; Tree Ripe Citrus	Y
Michael Costa	Budda Belly Food Truck: Ace	Y

DOOR-TO-DOOR RESIDENTIAL / DIRECT SELLER

None



MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, PE Dir. Public Works / City Engineer

RE: Review and possible action relating to a Resolution Authorizing the Submission of a Transportation Alternative Program (TAP) Grant Application

BACKGROUND

The City applied for the following grant applications offered by the Wisconsin Department of Transportation. These applications are annual or semi-annual programs.

Transportation Alternatives Program

Project: In-fill of sidewalk and paths around Schools – The Safe Routes to School Study completed in 2019 identified areas adjacent to schools as a priority for establishing sidewalks. The grant looked at both private and public schools and evaluated opportunities for in-fill within generally a 2 block radius (extended in some cases). The grant identified 5 miles of in-fill and missing sidewalk; including over a half mile stretch around the high school. The School District of Fort Atkinson (SDFA) is a co-applicant on this application. The project total is estimated at about \$2.2M with the City's share (20%) at about \$400K. The SDFA will pay for their portion of work that may occur on their land around the high school. This project requires a resolution of support from Council.

Surface Transportation Local Program

This program is specific to streets listed as local roads (not a collector or arterial). Only two applications were allowed, so I submitted on the two longest, worst, roads we had with good water main below.

Project #1: N 4th Street pavement replacement from Sherman Ave to N High St (2500 LF) . This would be a pulverize and repave and includes in-filling sidewalk through the corridor. The estimated cost for design is \$50K, paid for entirely by the City. Construction cost estimate is \$686K with \$137K (20%) being the responsibility of the City.

Project #2: Blackhawk Dr pavement replacement from N Main St to Cramer St. This would be a pulverize and repave with a narrowing of the road and construction of sidewalk through the corridor. The estimated cost for design is \$75K, paid for entirely by the City. Construction cost estimate is \$1M with \$200K (20%) being the responsibility of the City.

Surface Transportation Urban Program

Project: This program is specific to streets listed as I a collector or arterial. Only one application is allowed. Roads requiring relocation are eligible for this grant.

With this in mind I submitted Banker Rd which must be relocated to accomplish the City's development plans. The placement of grant funds here would also spur housing development, which I thought might compete well in this environment. The grant will pay for road elements (pavement, sidewalk, curb and gutter) and stormwater elements (catch basins, piping and perhaps local detention). The grant will NOT pay for utility work (water and sanitary sewer). The estimated cost for design is \$100K, paid for entirely by the City. Construction cost estimate is \$1.8M with \$337K (20%) being the responsibility of the City.

DISCUSSION

The design estimates for these projects are in line with designs that the City has traditionally accomplished through the annual, local, project funds. These grants, if awarded, require the City to follow a state/federal process with additional tasks that may increase design costs considerably. City staff currently has projects out for design proposals on grant funds awarded in 2022 and will be getting the first glimpse at the difference between a project design administered by Fort Atkinson versus one that follows State/Federal requirements.

There is a possibility that on smaller projects (\$300K and less), it may be about the same cost to perform the work through the more efficient, local process than it would be to follow the state process and pay the required 20% local portion.

The TAP program grant requires a resolution of support by the governing body, which is attached to this memo. Even if the Council adopts the Resolution, the City is not committed to any of these projects until the design phase begins. If any or all of the grant applications are successful, the City Council would be appraised of the latest grant developments when the State Municipal Agreements are drafted and again at a final point, when the contract for design comes to Council for approval.

FINANCIAL ANALYSIS

The City will attempt to pay for the local portion of these grants through use of Fund 5, Transportation Funds comprised of the levied amount dedicated to roads (\$500K) and the Wheel Tax (\$210K) in future budget years. Shortfalls in these funding mechanisms can be made up through borrowing, if approved in the future by the City Council. The grant applications may not be funded by the DOT at all, nor have the projects been scoped for a schedule, so further budgeting at this point is premature.

RECOMMENDATION

Staff recommends that the Council City approve the Resolution Authorizing the Submission of a Transportation Alternative Program (TAP) Grant Application for sidewalk and pedestrian path infill project.

The remaining attachments show the other projects for which the City applied for grant funding. If grant funding is approved for any of these projects, the City Council may review again before allocation of local matching funds.

ATTACHMENTS

Proposals and Maps for Grants Submitted; Resolution for the TAP Grant

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SUBMISSION OF A TRANSPORTATION ALTERNATIVE
PROGRAM (TAP) GRANT APPLICATION**

WHEREAS, the City of Fort Atkinson and the School District of Fort Atkinson mutually completed a Safe Routes to School study in 2019; and

WHEREAS, said study offered numerous recommendations for improvement, one of which was the infill of pedestrian facilities where none exist; and

WHEREAS, the City of Fort Atkinson has identified such sites around the City, which are described further in the TAP application and associated map, but generally include areas within 1-2 blocks of nine schools that need in-fill sidewalk and/or new sidewalk or paths to ensure continuous pedestrian access.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Fort Atkinson hereby authorizes the submission of an application to the Transportation Alternative Program (TAP) and authority is granted to the Fort Atkinson Director of Public Works to take the necessary steps to prepare and file the appropriate application for funds under this program in accordance with this Resolution and that he is hereby authorized to sign all necessary documents on behalf of the City of Fort Atkinson.

BE IT FURTHER RESOLVED THAT the City of Fort Atkinson will administer and oversee the development of the project if funded; and that the City of Fort Atkinson will comply will all applicable Federal, State, and Local regulations.

Adopted this 19th day of December, 2023.

CITY COUNCIL OF THE CITY OF FORT ATKINSON

Bruce Johnson, President

ATTEST:

Michelle Ebbert, City Clerk/Treasurer/Finance Director



WisDOT 2024-2028

Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document. Visit the WisDOT TAP webpage (see link above) for more information and program resources. **Applicants will be notified if their application is found ineligible.**

Application Type

Respond to the following questions to identify your application type:

Check the primary location of your project below (Select **only one** option below)

☐ Rural (Population less than 5,000)

☒ Urban (Population 5,000 – 50,000)

☐ Urban Metropolitan Planning Organization (MPO) (Population 50,000 – 200,000)

Enter MPO Name Here MPO Priority (Due prior to Application Deadline): Priority Rank

☐ Urban Transportation Management Area [TMA] (Population greater than 200,000)

NOTE: If located primarily within a TMA area, select the appropriate TMA from the list below:

☐ Appleton

☐ Milwaukee

☐ Green Bay

☐ Round Lake Beach

☐ Madison

Project Applicant Information

Name, Location of Public Sponsor and Sponsor Type:

Applicant Agency Name: **City of Fort Atkinson**

Application Type (Check appropriate box):

Local government (check one): ☐ County ☒ City ☐ Village ☐ Town

☐ Regional transportation authority

☐ Transit agency

☐ State or federal natural resource/public land agency

☐ School district or school(s)

☐ Tribal Nation

☐ Non-Profit Organization

Project Title: **Fort Atkinson School Ped Access Improvements**

Describe location, boundaries and length of the project: **The City in conjunction with the School District of Fort Atkinson have identified areas within +/- 1 block of all schools that need sidewalk in-fill, or new sidewalk to ensure continous pedestrian access in these areas with high pedestrian density.**

County: **Jefferson County**

Street Address of Project (if located on a highway or road): **Various Locations**

Project Contact Information

Primary Applicant Agency Contact Information:

IMPORTANT: Contact listed here must represent the agency who is beholden to the federal grant.

Name: **Andy Selle, PE** Title: **Dir. of Public Works** Street Address: **101 N Main St** Phone: **(920)397-9901**

Municipality: **City of Fort Atkinson** State: **WI** Zip: **53538**

E-mail: aselle@fortatkinsonwi.gov

Secondary Applicant Agency or Private Organization Contact Information (if applicable):

NOTE: Contact WisDOT if your proposal includes ineligible entities or public-private partnerships.

Organization / Agency Name: **School District of Fort Atkinson**

Name: **Amanda Moehling** Title: **Dir. of Buildings and Grounds** Street Address: **200 Park St** Phone: **(920) 563-7808**

Municipality: **Fort Atkinson** State: **WI** Zip: **53538**

E-mail: moehlinga@fortschools.org

Head of Agency/Signatory Contact Information:

Organization / Agency Name: **City of Fort Atkinson**

Name: **Rebecca Houseman** Title: **City Manager** Street Address: **101 N Main St** Phone: **(920) 397-9901**

Municipality: **City of Fort Atkinson** State: **WI** Zip: **53538**

E-mail: rhouseman@fortatkinsonwi.gov

Proposed Activity

Activity Questionnaire:

Using the checkboxes below, Identify your project type:

- ☒ Bicycle-Pedestrian (BP) ☐ Planning Study ☒ Infrastructure
- ☐ Construction of Turnouts, Overlooks, and Viewing areas (TOV)
- ☐ Historic Preservation and rehabilitation of historic transportation facilities (HP)
- ☒ Safe Routes to School (SRTS) ☐ Planning Study ☐ In-School Programing ☒ Infrastructure ☐ TAP STARS (See Page A – 9)

Please Note: Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-6 below.

Brief Project Summary (100 words or less). Provide a brief project summary in the field below. This information should adequately describe the scope of your project but should not be as detailed as narrative question #1.

The City completed a SRTS Study in 2018, identifying needed sidewalk in-fill areas around the schools. In 2019 a comprehensive assessment of the City's sidewalks was performed. The resulting information provided a picture of needed improvements in pedestrian accessibility around the City's schools. The City has categorized areas among 3 categories - "Around Schools", "Along Arterial and Collector Streets", "Along Neighborhood Travel Corridors." This effort will target areas within 1-block generally, of 9 schools within the City for sidewalk in-fill, new path installation (High School), and sidewalk repair. This is a small portion of the overall need, but represents a reasonable, and impactful, first attempt at improving this situation. The School District of Fort Atkinson is a partner in this effort as the High School path - located on their property, is a key element of the project as well. All other work will occur in the City's right of way.

Project Benefit

Check all applicable project benefits, then describe in application narrative:

- ☒ **ENVIRONMENTAL**
 - ☒ Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
 - ☐ Increases access and connection to the natural environment.
- ☒ **PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.
- ☒ **ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific "communities of concern," including elderly, disabled, minority, and low-income population? The project within ½ mile of affordable housing complex(s). The project improves low-income access to transit, jobs, education, and essential services.
- ☒ **SAFETY** - Project addresses a specific safety concern. The project contains or addresses:
 - ☐ Collision data
 - ☒ Lack of adequate safe crossing or access
 - ☐ Lack of separated facility
 - ☐ High speed/volume
 - ☒ Provides sidewalk or pathway, with curb-cuts
 - ☐ Provides bike lanes, markings, and signage
 - ☐ Implements traffic calming measures
 - ☐ Signage, warning light devices, and/or markings directed to safety concern
 - ☐ Provides crosswalk enhancement (striping, refuge island, RRFB signal, etc.)

For SRTS Projects there is:

 - ☐ Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
 - ☐ Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
 - ☒ Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
 - ☐ High level of parental concern documented in survey data.
 - ☐ Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
 - ☐ Children are walking but application shows that unsafe conditions exist.
- ☐ **HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.
- ☐ **ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, Village/Town Board, or Regional Planning Commission Policy Board).

☒ Yes ☐ No

Please note that a resolution **is required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM December 29, 2023**.

WisDOT History of the Project Area

Is the proposed project on a State Highway?

☐ Yes ☒ No

Name of State Highway:

Does the proposed project intersect a State Highway?

☐ Yes ☒ No

Name of State Highway:

Has there been, or will there be a road improvement project in this project area?

☐ Yes ☒ No

If yes, year:

If yes, Check All:

☐ State Highway Project

☐ STP

☐ Local Bridge

☐ LRIP

☐ Pavement Replacement

☐ Reconstruction

☐ New Construction

Describe:

Existing Facilities & Projects that Impact the Proposed Project

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits?

☐ Yes ☒ No

If yes, specify: *Choose an item.*

If yes, does the project physically cross a rail facility?

☐ Yes ☐ No

Will an easement from OCR be required?

☐ Yes ☐ No

Is the proposed project location in an area with known safety issues?

☐ Yes ☒ No

If yes, specify: (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)

Is this project on or parallel to a local road or street?

☒ Yes ☐ No

If yes, provide the name of the road or street: **Various**

Does this project cross a state highway?

☐ Yes ☒ No

Does this project run parallel to a state highway?

☐ Yes ☒ No

If yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5](#) attachment [5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project?

☐ Yes ☒ No

If yes, specify who is responsible for the project (state, county, or local) and when the road project is scheduled for construction: *Enter Project Owner and Construction Schedule Here.*

If yes, specify the source (federal, state, local, or other) and provide additional details such as state/federal project IDs. *Provide Additional Detail Here*

Will any exceptions to standards be requested?

☐ Yes ☒ No

If yes, provide a brief description of the exceptions that may be requested:

Real Estate (RE) /Right of Way (ROW)

PLEASE NOTE: It is recommended that local funds be used to acquire right of way WisDOT recommends applicants review of the real estate webpage at:

<https://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/lpa-re-info.aspx>.

Was any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e., DNR Stewardship)

Is ROW acquisition anticipated for this project? ☐ Yes ☒ No

If yes, provide a brief description of the property anticipated for acquisition and check all boxes that apply to ROW acquisition for this project:

Provide a brief description of ROW to be acquired (current owner, zoning concerns, etc.)

☐ Less than ½ acre ☐ More than ½ acre
☐ Parklands ☐ Large parcels ☐ Temporary interests

Is the project on existing state-owned highway right of way (ROW)? ☐ Yes ☐ No

If yes, have you contacted the WisDOT Regional Access Section to inform them of proposed facility within state right of way? ☐ Yes ☐ No

If yes, please explain what has been done to date.

If right of way was acquired in anticipation of this project, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<https://wisconsin.gov/dtsdManuals/re/lpa-manual/lpa-manual-2022-Final.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation?

☐ Yes ☐ No

If right of way is required, will acquisition occur through a transfer of an adequate interest in real property?

☐ Yes ☐ No

For real estate questions, please contact Abby Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (920) 492-7708 or abigail.ringel@dot.wi.gov.

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Archaeological sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Historical sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Designated Main Street area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Lakes, waterways, floodplains	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Storm water management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			

Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Upland habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Section 4(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **NO**

Local Force Account (LFA): Will the proposed project utilize municipal employees to complete any portion of the construction activities? ☐ Yes ☒ No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

Maintenance (only complete this section if project involves infrastructure improvement):

Will the facility be maintained for year-round bicycle-pedestrian access? ☒ Yes ☐ No

If no to the above question & a trail, will snowmobile use be permitted in winter? ☐ Yes ☐ No

If yes to the previous question, provide comment:

Anticipated fee for trail use: ☐ Yes ☒ No

If yes to the previous question, provide comment:

Anticipated equestrian use on trail: ☐ Yes ☒ No

If yes to the previous question, provide comment:

Other Funding Sources: Has the municipality anticipated, requested or previously received other federal or state funding from WisDOT for the improvement? ☐ Yes ☒ No

If yes, please indicate all the other funding sources that are anticipated, have been requested or previously received with the associated project ID(s):

Highway Safety Improvement Program (HSIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Local Roads Improvement Program (LRIP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Railroad Programs	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Surface Transportation Program – Rural	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Surface Transportation Program - Urban	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
CMAQ	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Carbon Reduction Program (CRP)	<input type="checkbox"/> Anticipated	<input type="checkbox"/> Requested	Approved ID:
Transportation Enhancements Program			Approved ID:
Bicycle & Pedestrian Facilities Program			Approved ID:

00-59

Transportation Economic Assistance Program

☐

Anticipated

☐

Requested

Approved ID:

Flood Damage Aids

☐

Anticipated

☐

Requested

Approved ID:

State Funding (Describe):

☐

Anticipated

☐

Requested

Approved ID:

Other:

☐

Anticipated

☐

Requested

Approved ID:

Is project identified in a long-range transportation plan.

☐

Yes

☒

No

If Y, link to plan:

Is project identified in a bicycle-pedestrian plan?

☐

Yes

☒

No

If Y, link to plan:

Is project identified in an outdoor recreation plan.

☐

Yes

☒

No

If Y, link to plan:

Is project identified in a comprehensive plan.

☐

Yes

☒

No

If Y, link to plan:

Is project identified in any other planning document.

☒

Yes

☐

No

If Y, link to plan:

https://cms8.revize.com/revize/fortatkinson/01_Fort%20Atkinson%20SRTS%20Plan%20%20-%20FULL%20-%20FINAL%20-%2020180810.pdf

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

School Demographics (Complete ONLY if submitting a project within the SRTS eligibility category)

What is the name(s) and demographics for each school affected by the proposed program or project?

Optional: Alternatively, SRTS project applicants may submit a narrative response/attachment 1 detailing school demographics provided that all fields below are answered in such attachment.

School name: School population: Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus: Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school: Community(s) population:

Safe Routes to School Existing Planning Efforts (Complete if submitting an SRTS project)

Does your school or community have a Safe Routes to School plan? ☒ Yes ☐ No

If yes, can it be viewed online? ☒ Yes, the website address is [cms8.revize.com/revize/fortatkinson/01_FortAtkinson_SRTS_Plan - FULL - FINAL - 20180810.pdf](https://cms8.revize.com/revize/fortatkinson/01_FortAtkinson_SRTS_Plan_-_FULL_-_FINAL_-_20180810.pdf) ☐ No, it is attached with the application.

If no, please describe, in no more than 400 words, any SRTS-related planning efforts undertaken by the school or community.

CONFIDENTIAL INFORMATION

Project Costs, Priorities, and State Fiscal Years:

Complete the table below for the appropriate fiscal years of the application/project cycle (2024-2028). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description. In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel**. This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike/pedestrian trail section that could function as a separate facility. Project requests are not considered for partial funding.

Project Cost Guidelines:

WisDOT suggests the following cost minimums all proposed TAP projects:

Infrastructure projects	Minimum project cost of \$300,000, including any design work. \$100,000 minimum for federally funded real estate.
Non-Infrastructure projects	Minimum project cost of \$50,000
STARS-Eligible Non-infrastructure	Minimum project cost of \$20,000 <i>See Program Guidance materials for additional information</i>

Applicants may work with the Local Program Manager within their region for assistance to estimate costs more accurately. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

Project Prioritization:

TAP Applicants are advised that submitting multiple applications is welcome. However, WisDOT is limited in its ability to award projects based on, funding availability, existing schedules, and selection committee discretion. If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Project Delivery Method:

Briefly describe the preferred method of project delivery (i.e., consultant contract, local delivery, etc.)

Delivery Method: Local Delivery

☒ Construction:

Basis for Construction Estimate: ☒ Itemized ☐ Per Square Foot ☒ Past Projects
☐ Other, please specify:

Schedule Preference: ☐ FY 2025 ☒ FY 2026 ☐ FY 2027 ☐ FY 2028

Construction (minimum \$300,000):

Federal Share of the Participating Construction Cost (80%)	\$1,619,612
Local Share of the Participating Construction Cost (20%)	\$404,903

Non-Participating Construction Cost (100% Local)				\$0
A. Subtotal Construction Costs:				\$2,110,765.50
B. State Review for Construction: (Contact WisDOT Region)	Percentage:	%	\$	
C. Construction Engineering Costs:				\$75,000

Construction with State Review Cost Estimate (sum lines A, B, & C) \$

- ☒ **Design:**
- ☒ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**
- ☐ 80% Federally Funded ("state review only" projects are not allowed)
- ☐ FY 2024 ☒ FY 2025 ☐ FY 2026 ☐ FY 2027

A. Plan Development (Contact WisDOT Region)	Percentage:	%	\$
B. State Review for Design (Contact WisDOT Region)	Percentage:	%	\$
Design with State Review Cost Estimate (sum lines A and B)			\$

- ☐ **Real Estate:** (Recommend funding with local funds.)
- ☐ FY 2024 ☐ FY 2025 ☐ FY 2026 ☐ FY 2027
- Total Real Estate Cost** (round to next \$1,000) \$

- ☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility.)
Recommend funding with local funds.
- ☐ FY 2024 ☐ FY 2025 ☐ FY 2026 ☐ FY 2027
- Total Utility Cost** (round to next \$1,000) \$

- ☐ **Other:** (Planning Studies, SRTS Programing, etc.)
- ☐ FY 2024 ☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028
- Total Other Cost** (round to next \$1,000) \$

☐ **TAP STARS APPLICATION (SRTS Activities-Only)**
WisDOT encourages rural (< 5,000 in population, outside of MPO borders) school districts and other eligible entities to consider applying for a TAP STARS project. While all activities are consistent with a traditional TAP project, TAP STARS allows new program participants to select from a list of pre-assembled TAP SRTS project templates.

To **confirm TAP STARS eligibility**, find your community on the TAP STARS GIS map linked below:
<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=381e0ea4576f48c3bd302e60cf291384>

See the TAP STARS Proposal Addendum for SRTS project templates: <https://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

☐ FY 2024 ☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028

TAP STARS TEMPLATE:

Total TAP STARS Cost (round to next \$1,000) \$

NOTE: WisDOT Policy link: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdw/default.aspx>.

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Narrative Response

Provide a narrative response attachment answering questions 1 through 5, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size**.

1. PROJECT DESCRIPTION AND OVERVIEW.

This is an expanded summary based on page A-2 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief.

2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan (bike-pedestrian plan, safe routes to school plan, transportation plan, comprehensive plan, etc.), describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project.

3. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and considering project obstacles, describe how the project sponsor will comply with state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete street ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

4. PROJECT UTILITY & CONNECTIVITY

For Infrastructure Projects

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian, and transit facilities. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, others. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Planning Projects

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Safe Routes to School Programming Projects

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

5. PROJECT BENEFIT– ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, ECONOMIC DEVELOPMENT, AND SAFETY

NOTE: A TAP project should contribute to a community benefit. No applicant's project is expected to contribute to all the benefits listed on A-3 of the application, but a project that contributes to more than one benefit or has significant impact on a particular benefit will receive more points.

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

WisDOT will deem ineligible any application that does not provide confirmation to this section.

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as**

Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.

- g. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. For infrastructure projects, the project sponsor agrees to maintain the project facility. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.
- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. ***For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: _____ Title: _____

Accepted (please initial here): _____

Fiscal Authorization and Signature

Application prepared by a consultant. ☐ Yes ☒ No

If yes, consultant information and signature required below.

Consultant Company Name: _____ Company Location (City, State): _____

Consultant Signature (electronic only): _____

Date: _____

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project. A municipality could start their consultant selection process early enough and make the application part of the scope of services with the understanding that all costs incurred prior to authorization will be the responsibility of the local municipality. See FDM [8-5](#) for additional information.

Sponsor Agency: **City of Fort Atkinson**

Contact Person: **Andy Selle** (Note: must be Head of Government or Designee)

Title: **Dir of Public Works**

Address: **101 N Main St**

Telephone: **920.397.9901**

Email: **aselle@fortatkinsonwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below are confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): **Selle**

Date: **10/26/23**

See Final Page for Application and Attachments Checklist

Application and Attachments

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on October 27, 2023**, and must include the following documents:

- ☒ A completed application **in Microsoft Word format**
- ☒ Narrative Response: maximum of **three double-spaced** pages, **11-point font size with 1-Inch margins**
- ☒ Cost Estimate Detail as required in the 'Project Costs and Dates' section of this application
- ☒ For infrastructure projects, a project map (Size 8½ by 11, standard letter)
- ☐ A **local resolution of support** for the proposed project (Due by December 29, 2023)
- ☐ **If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-4**)

OPTIONAL Attachment

- ☐ If proposed project crosses or runs parallel to a local road, street, or state highway, attach a typical cross-section of the existing roadway with right of way, travel lanes, shoulder, and sidewalk (if applicable)
- ☐ SRTS School Demographics Information

WisDOT Information – Shaded area to be completed by WisDOT staff only.

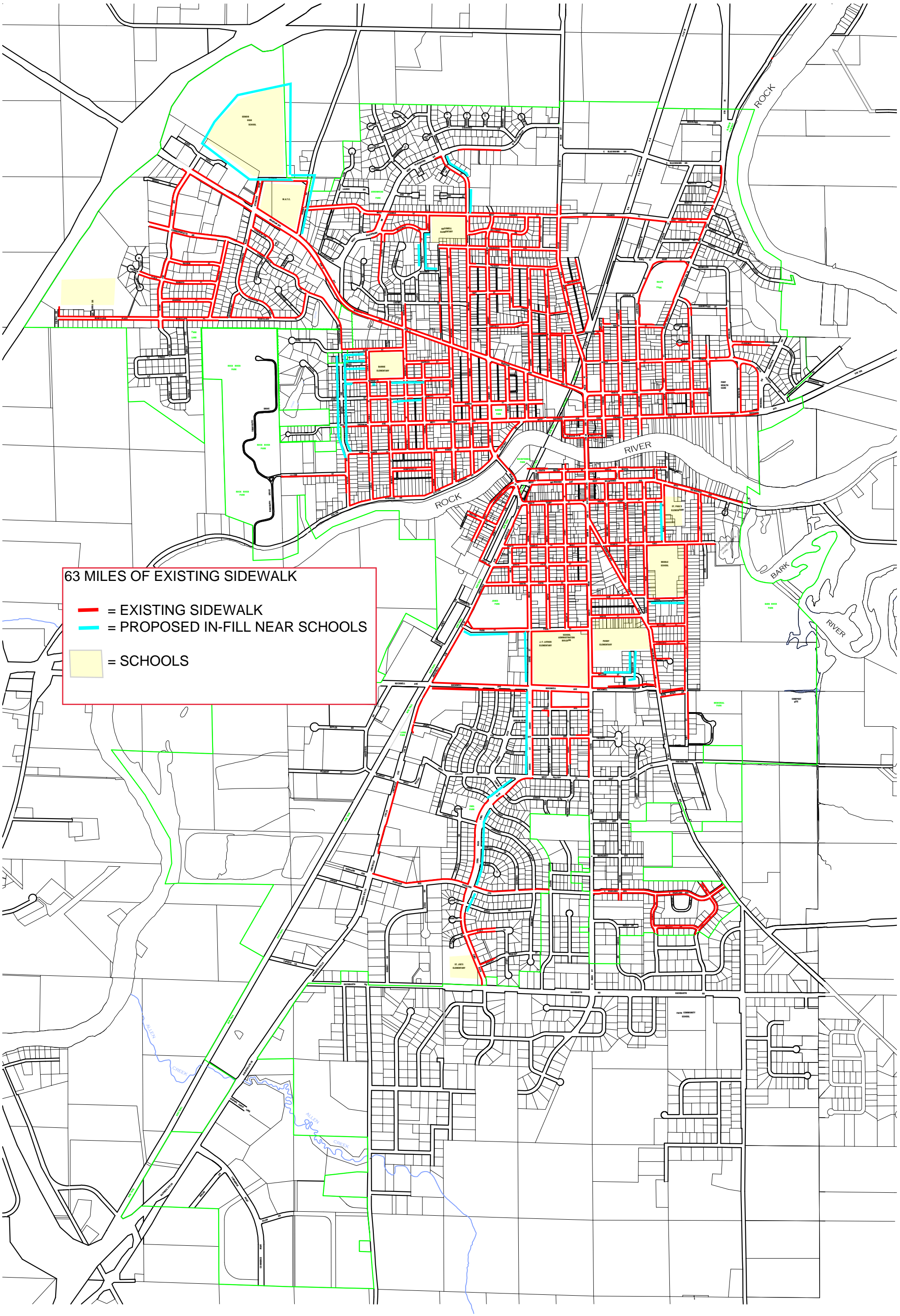
FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer’s Name:

Reviewer’s Title:

Date Received:



63 MILES OF EXISTING SIDEWALK

— = EXISTING SIDEWALK

— = PROPOSED IN-FILL NEAR SCHOOLS

= SCHOOLS



WisDOT 2024-2029 STP-Local Program Application

NOTE: This application is for the 2024 to 2029 program cycle for projects funded by the Bipartisan Infrastructure Law (BIL). The BIL allows states to use funds from small urban and rural federal funding allocations on minor collectors and local roads. The roadway must be functionally classified as a Minor Collector or Local Road to be eligible for STP-Local funding. The roadway must be located outside of urbanized areas (less than 50,000) to be eligible for STP-Local funds. An individual application is required for each new potential 2024-2029 STP-Local program project. Previous applications cannot be rolled over into this solicitation. Please review the application instructions (see link below) to assist you in completing the application.

[FFY24 STP-Local Application Instructions](#)

Population Category:
URBAN (blue on map)

Functional Classification:
Local

Municipality Type:
City

Project Description

Project Sponsor: **City of Fort Atkinson** Facility Owner: **Same as Sponsor**

Project Location:

Municipality: **City of Fort Atkinson**

County: **Jefferson**

On Route: **N 4th ST**

At Route (Start): **High St**

Offset: (tenths of a mile)

Toward Route (End): **Sherman Ave**

NOTE: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link)
<http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>

NOTE: Roadway must be functionally classified as a Minor Collector or Local Road to be eligible for STP-Local funding.

Existing Facility

Number of Lanes: **2** Cross Section: ☐ Rural ☒ Urban

Pavement Type: **Asphalt** Pavement Width: **32**

Pavement Rating: **3** Year Last Improved: **1970,76,82,88**

Existing Sidewalk or Bicycle accommodation? ☐ Yes, one side ☒ Yes, both sides ☐ No

Any bridge structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the Bridge ID #(s):

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No

Owner of Railroad facility

NOTE: Rail improvements are not eligible for STP program funding.

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

Is this project within a F4R site? ☐ Yes ☒ No If YES, a completed 23 CFR 667 Resiliency Scope Certification form and a copy off the completed evaluation must be submitted with this application.

NOTE: Refer to the following link, *Facilities Repeatedly Requiring Repair and Reconstruction (F4R)*

<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/f4r.aspx>

Project Description/Justification (NOTE: This is very important to read!)

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include up to three pictures to further show the deficiencies and surrounding land use. Describe in detail any known economic impacts to surrounding land use, such as agricultural, commercial, industrial, educational, etc. Describe any known safety issues. Include and separately identify any 100% locally funded components of the project. This portion of the application will be used by the selection committee to rate and rank the projects. **Use a separate single page document to describe the proposed project and justification (one page maximum).**

Proposed Improvement

NOTE: Applicants should reference the links to traffic data and design standards information in the instructions prior to completing this section of the application.

Improvement Type: **Pavement Replacement** If Combination, explain: **Portion will be milled and resurfaced, other portion will be pulverized and resurfaced due to base problems** Overall Length: **3600** (feet)

☐ Rural Cross Section

☒ Urban Cross Section

New Pavement Type: **Hot Mix Asphalt** If Combination, explain: Width: **32** Length: **3600**

New Shoulder Type: **SELECT** If Combination, explain: Width: Length:

☐ Sidewalk One side or both: Width: Length:

New bicycle accommodations? ☐ Yes ☒ No If yes, specify:

☐ Roundabout Location:

NOTE: Refer to [FDM 11-26](#) for modern roundabout information

☐ Structure Structure Type: **SELECT** Work Required: **SELECT**

Structure #(s):

Traffic Management During Construction: **SELECT**

Low-Risk Project Delivery Model

WisDOT, in collaboration with the Federal Highway Association and Wisconsin counties, is continuing the efforts to reduce cost by streamlining delivery and oversight processes on low complexity Local Projects through the development of the Low-Risk Project Delivery Model.

More information on the low-risk delivery model can be found here:

<https://wisconsindot.gov/Pages/doing-bus/local-gov/lpm/lowrisk-program.aspx>

Please indicate if you are interested in discussing if your project fits the low-risk delivery model requirements ☒ Yes ☐ No

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout spawning activities, migratory bird, local events): ☐ Yes ☒ No

If yes, please explain.

Has there been any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable.

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Less than ½ acre | <input type="checkbox"/> More than ½ acre |
| <input type="checkbox"/> Parklands | <input type="checkbox"/> Large parcels | <input type="checkbox"/> Strips <input type="checkbox"/> Temporary interests |

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority and Scheduling

Applicants should reference the following WisDOT web page prior to completing this section of the application:
<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

NOTE: All applications must include a sheet documenting the calculations performed to create the estimate(s).

☐ Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

☒ Construction:

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☒ FY 2028 ☐ FY 2029

Total

Federal Share (80%)

Local Share (20%)

Participating Roadway Cost	\$686,400	\$549,120	\$137,280
Participating Structure Cost	\$	\$	\$
Total Participating Cost	\$686,400	\$549,120	\$137,280
Non-Participating Roadway Cost (100% Local)	\$	\$0	\$
Non- Participating Structure Cost (100% Local)	\$	\$0	\$
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$686,400	\$549,120	\$137,280
B. Construction Engineering Costs (15% of A)	\$35,000	\$28,000	\$7,000
C. State Review for Construction (5% of A)	\$	\$	\$
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$721,400	\$577,120	\$144,280

NOTE: All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. WisDOT Region staff, in agreement with the local sponsor, may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

☐ **Design:**

☒ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☐ 80% Federally Funded ("design only" projects are not allowed)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

	<u>Total</u>	<u>Federal Share</u>	<u>Local Share</u>
A. Design Plan Development	\$50,000	\$	\$50,000
B. State Review for Design (use \$10,000)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$50,000	\$	\$50,000

NOTE: WisDOT Region staff, in agreement with local sponsor, may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

NOTE: Costs for Railroad Review of plans will be added when there are pertinent railroad considerations.

☐ **Real Estate:** (Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Real Estate Cost (Round to next \$1,000) \$

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Utility Cost (Round to next \$1,000) \$

NOTE: WisDOT Utility Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>

WisDOT Information – Shaded area to be completed by WisDOT staff only.

Additional Confidential Information

FOR WISDOT USE ONLY – enter the following information at application review

WisDOT Reviewer:

Date:

WisDOT Comments on Application:

FOR WISDOT USE ONLY – enter the following information after project approval

Approved Federal Funding Amount: Construction: \$

Design: \$

Real Estate: \$

Utility: \$

Other: \$

TOTAL: \$

Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application. Handwritten signatures are NOT required.**

- a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- b. A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects).
- c. Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.
- d. Federally-funded projects must be designed in accordance with all applicable federal design standards (even if the design for a federally-funded project was 100% locally funded).
- e. The sponsor must provide matching dollar funding of at least 20% of project costs.
- f. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- g. As the work progresses, the state will bill the project sponsor for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- h. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its 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 any moneys otherwise due and payable by the state to the municipality.

- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
- k. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same 80% federal and 20% local match requirements.
- l. Transportation construction projects using federal funds except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s. 66.0703, Wis. Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App 83.

I confirm that I have read and understand project conditions (a) through (l) listed above:

Name: **Andy Selle** Title: **Dir. Public Works**

Accepted (please type your initials here): **AS**

Contact Information and Signatures

Application prepared by a consultant? ☐ Yes ☒ No If yes, consultant information and signature required below.

Consultant Company Name: Company Location (City, State):

Consultant Signature (electronic only):

Date:

NOTE: It is **not permissible** for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a. uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b. uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In both cases, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality.

See FDM 8-5-3 for additional information: <http://wisconsin.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: **City of Fort Atkinson**

Contact Person: **Andy Selle, PE**

(Note: must be Head of Government or Designee)

Title: **Dir of Public Works**

Address: **101 N Main St Fort Atkinson, WI 53538**

Telephone: **920.397.9901**

Email: **aselle@fortatkinsonwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): *Selle*

Date:

10/26/23

Local Unit of Government Agency (**when owner differs from sponsor**):

Owner Signature (**when owner differs from sponsor**) (electronic only):

Date:

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation.

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov

Application due October 27, 2023.

WisDOT Information – Shaded area to be completed by WisDOT staff only.

FOR WISDOT USE ONLY – enter the following information at application review

NOTE: Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: Project Improvement Type:

WisDOT Reviewer's Name:

Reviewer's Title:

Date Received:

WisDOT Reviewers Signature:

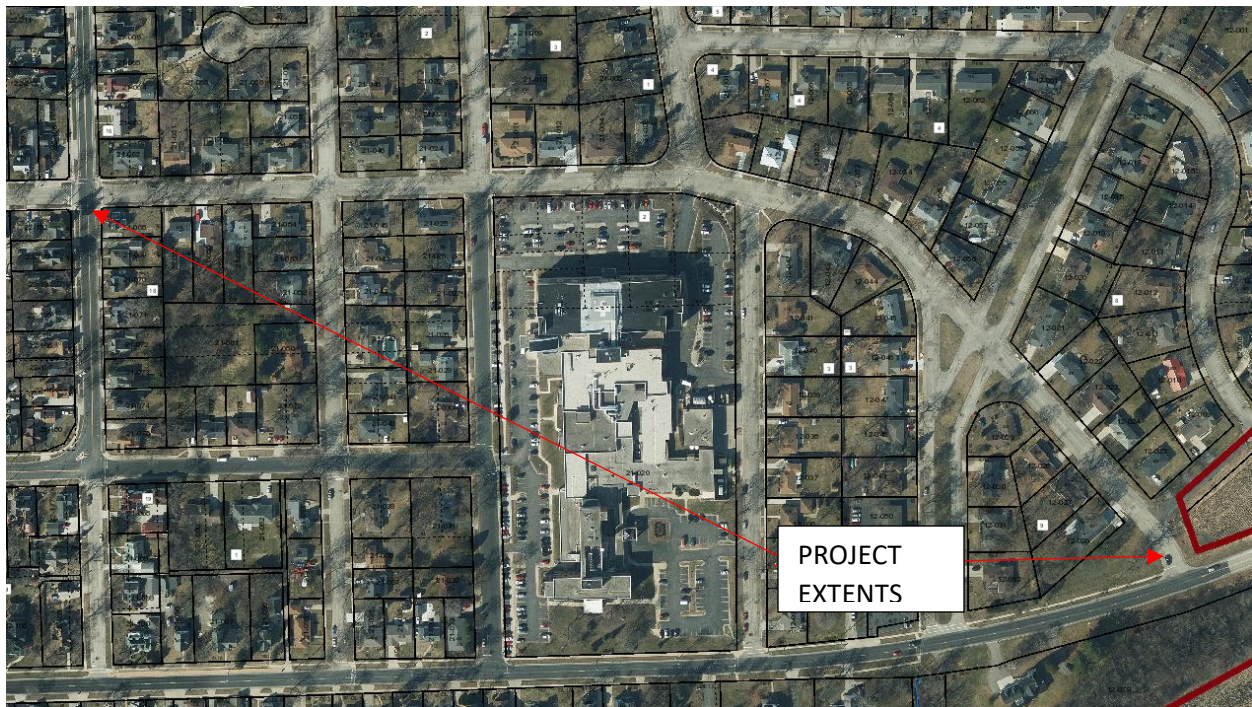
Date:

FOR WISDOT USE ONLY – enter the following information after project approval

Project ID(s):

Important Information

STP-Local projects are selected by a committee of members from the Wisconsin County Highway Association (WCHA), the Wisconsin Towns Association (WTA), and the League of Wisconsin Municipalities (LWM). The discretionary project selection process is competitive and the categories that the selection committee considers are economic impact, state of good repair, connectivity and regional or local significance. Equitable geographic distribution is a consideration both in the formation of the STP-Local project selection committee and for the final project selections.



N 4th St runs through the middle of a residential area, and along the hospital. The road has deteriorated to a rating of 3 and is in need of rehabilitation. Sidewalk exists on just over half of the length on both sides of the road. This project will in-fill the missing pieces. The plan is to pulverize this area, lay geogrid below the material and resolve some of the base issues. Completing this section of road will complement water main replacement work on-going in the area this year and planned for 2025 – creating a collective improvement in the neighborhood.

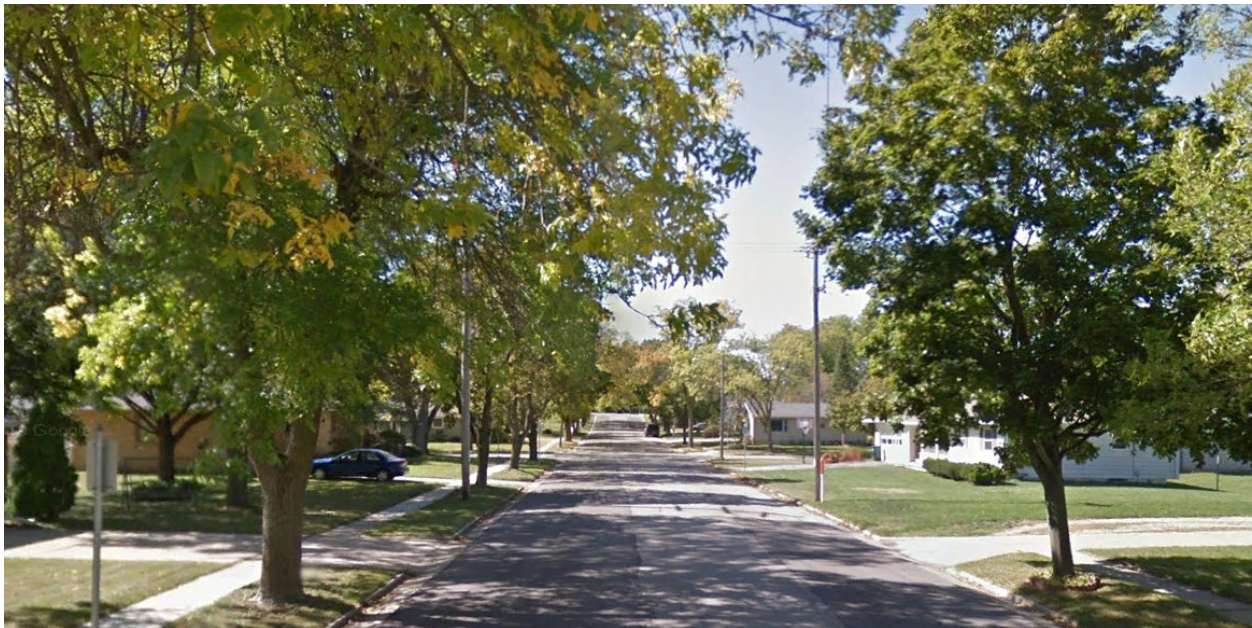


Figure 1: A 2012 photo following "wedging" on the street at that time. The street has now deteriorated to PASER rating of 3. Note the in-fill sidewalk needed



WisDOT 2024-2029 STP-Local Program Application

NOTE: This application is for the 2024 to 2029 program cycle for projects funded by the Bipartisan Infrastructure Law (BIL). The BIL allows states to use funds from small urban and rural federal funding allocations on minor collectors and local roads. The roadway must be functionally classified as a Minor Collector or Local Road to be eligible for STP-Local funding. The roadway must be located outside of urbanized areas (less than 50,000) to be eligible for STP-Local funds. An individual application is required for each new potential 2024-2029 STP-Local program project. Previous applications cannot be rolled over into this solicitation. Please review the application instructions (see link below) to assist you in completing the application.

[FFY24 STP-Local Application Instructions](#)

Population Category:
RURAL (purple on map)

Functional Classification:
Local

Municipality Type:
City

Project Description

Project Sponsor: **City of Fort Atkinson** Facility Owner: **Same as Sponsor**

Project Location:

Municipality: **City of Fort Atkinson**

County: **Jefferson**

On Route: **Blackhawk DR**

At Route (Start): **Cramer St**

Offset: (tenths of a mile)

Toward Route (End): **N Main St**

NOTE: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link)
<http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>

NOTE: Roadway must be functionally classified as a Minor Collector or Local Road to be eligible for STP-Local funding.

Existing Facility

Number of Lanes: **2** Cross Section: ☐ Rural ☒ Urban

Pavement Type: **Asphalt** Pavement Width: **43**

Pavement Rating: **2/3/5** Year Last Improved: **1979/1995**

Existing Sidewalk or Bicycle accommodation? ☐ Yes, one side ☐ Yes, both sides ☒ No

Any bridge structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the Bridge ID #(s):

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No

Owner of Railroad facility

NOTE: Rail improvements are not eligible for STP program funding.

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

Is this project within a F4R site? ☐ Yes ☒ No If YES, a completed 23 CFR 667 Resiliency Scope Certification form and a copy off the completed evaluation must be submitted with this application.

NOTE: Refer to the following link, *Facilities Repeatedly Requiring Repair and Reconstruction (F4R)*

<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/f4r.aspx>

Project Description/Justification (NOTE: This is very important to read!)

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include up to three pictures to further show the deficiencies and surrounding land use. Describe in detail any known economic impacts to surrounding land use, such as agricultural, commercial, industrial, educational, etc. Describe any known safety issues. Include and separately identify any 100% locally funded components of the project. This portion of the application will be used by the selection committee to rate and rank the projects. **Use a separate single page document to describe the proposed project and justification (one page maximum).**

Proposed Improvement

NOTE: Applicants should reference the links to traffic data and design standards information in the instructions prior to completing this section of the application.

Improvement Type: **Pavement Replacement** If Combination, explain: **Portion will be milled and resurfaced, other portion will be pulverized and resurfaced due to base problems** Overall Length: **3800** (feet)

☐ Rural Cross Section

☒ Urban Cross Section

New Pavement Type: **Hot Mix Asphalt** If Combination, explain: Width: **32** Length: **3800**

New Shoulder Type: **SELECT** If Combination, explain: Width: Length:

☒ Sidewalk One side or both: **both** Width: **5'** Length: **7600**

New bicycle accommodations? ☐ Yes ☒ No If yes, specify:

☐ Roundabout Location:

NOTE: Refer to [FDM 11-26](#) for modern roundabout information

☐ Structure Structure Type: **SELECT**

Work Required: **SELECT**

Structure #(s):

Traffic Management During Construction: **SELECT**

Low-Risk Project Delivery Model

WisDOT, in collaboration with the Federal Highway Association and Wisconsin counties, is continuing the efforts to reduce cost by streamlining delivery and oversight processes on low complexity Local Projects through the development of the Low-Risk Project Delivery Model.

More information on the low-risk delivery model can be found here:

<https://wisconsindot.gov/Pages/doing-bus/local-gov/lpm/lowrisk-program.aspx>

Please indicate if you are interested in discussing if your project fits the low-risk delivery model requirements ☒ Yes ☐ No

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout spawning activities, migratory bird, local events): ☐ Yes ☒ No

If yes, please explain.

Has there been any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable.

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Less than ½ acre | <input type="checkbox"/> More than ½ acre |
| <input type="checkbox"/> Parklands | <input type="checkbox"/> Large parcels | <input type="checkbox"/> Strips <input type="checkbox"/> Temporary interests |

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority and Scheduling

Applicants should reference the following WisDOT web page prior to completing this section of the application:
<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

NOTE: All applications must include a sheet documenting the calculations performed to create the estimate(s).

☐ Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

☒ Construction:

Project Priority:

☐ FY 2025 ☐ FY 2026 ☒ FY 2027 ☐ FY 2028 ☐ FY 2029

Total

Federal Share (80%)

Local Share (20%)

Participating Roadway Cost	\$1,005,125	\$804,100	\$201,025
Participating Structure Cost	\$	\$	\$
Total Participating Cost	\$1,005,125	\$804,100	\$201,025
Non-Participating Roadway Cost (100% Local)	\$	\$0	\$
Non- Participating Structure Cost (100% Local)	\$	\$0	\$
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$1,005,125	\$804,100	\$201,025
B. Construction Engineering Costs (15% of A)	\$75000	\$60,000	\$15,000
C. State Review for Construction (5% of A)	\$	\$	\$
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$1,080,125	\$864,100	\$216,025

NOTE: All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. WisDOT Region staff, in agreement with the local sponsor, may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

☐ **Design:**

☒ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☐ 80% Federally Funded ("design only" projects are not allowed)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

	<u>Total</u>	<u>Federal Share</u>	<u>Local Share</u>
A. Design Plan Development	\$75,000	\$	\$75,000
B. State Review for Design (use \$10,000)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$75,000	\$	\$75,000

NOTE: WisDOT Region staff, in agreement with local sponsor, may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

NOTE: Costs for Railroad Review of plans will be added when there are pertinent railroad considerations.

☐ **Real Estate:** (Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Real Estate Cost (Round to next \$1,000) \$

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Utility Cost (Round to next \$1,000) \$

NOTE: WisDOT Utility Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>

WisDOT Information – Shaded area to be completed by WisDOT staff only.

Additional Confidential Information

FOR WISDOT USE ONLY – enter the following information at application review

WisDOT Reviewer:

Date:

WisDOT Comments on Application:

FOR WISDOT USE ONLY – enter the following information after project approval

Approved Federal Funding Amount: Construction: \$

Design: \$

Real Estate: \$

Utility: \$

Other: \$

TOTAL: \$

Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application. Handwritten signatures are NOT required.**

- a. All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- b. A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects).
- c. Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.
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- h. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its 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 any moneys otherwise due and payable by the state to the municipality.

- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
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I confirm that I have read and understand project conditions (a) through (l) listed above:

Name: **Andy Selle** Title: **Dir. Public Works**

Accepted (please type your initials here): **AS**

Contact Information and Signatures

Application prepared by a consultant? ☐ Yes ☒ No If yes, consultant information and signature required below.

Consultant Company Name: Company Location (City, State):

Consultant Signature (electronic only):

Date:

NOTE: It is **not permissible** for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a. uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b. uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In both cases, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality.

See FDM 8-5-3 for additional information: <http://wisconsin.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: **City of Fort Atkinson**

Contact Person: **Andy Selle, PE**

(Note: must be Head of Government or Designee)

Title: **Dir of Public Works**

Address: **101 N Main St Fort Atkinson, WI 53538**

Telephone: **920.397.9901**

Email: **aselle@fortatkinsonwi.gov**

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Head of Government/Designee Signature (electronic only): *Selle*

Date:

10/26/23

Local Unit of Government Agency (**when owner differs from sponsor**):

Owner Signature (**when owner differs from sponsor**) (electronic only):

Date:

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation.

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov

Application due October 27, 2023.

WisDOT Information – Shaded area to be completed by WisDOT staff only.

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NOTE: Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: Project Improvement Type:

WisDOT Reviewer's Name:

Reviewer's Title:

Date Received:

WisDOT Reviewers Signature:

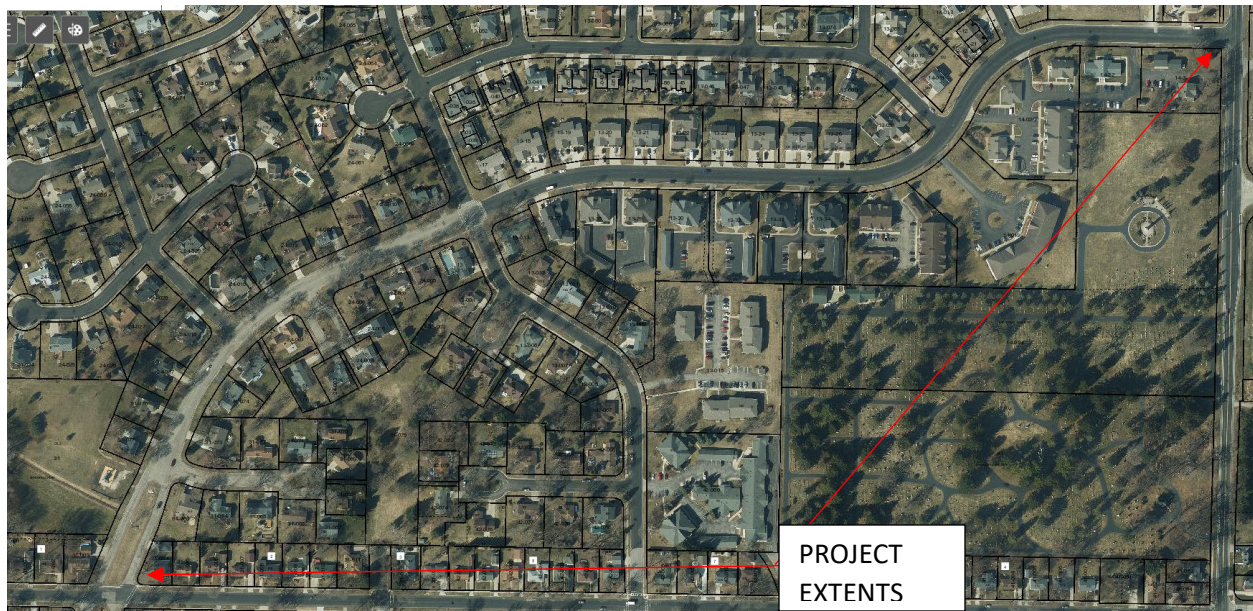
Date:

FOR WISDOT USE ONLY – enter the following information after project approval

Project ID(s):

Important Information

STP-Local projects are selected by a committee of members from the Wisconsin County Highway Association (WCHA), the Wisconsin Towns Association (WTA), and the League of Wisconsin Municipalities (LWM). The discretionary project selection process is competitive and the categories that the selection committee considers are economic impact, state of good repair, connectivity and regional or local significance. Equitable geographic distribution is a consideration both in the formation of the STP-Local project selection committee and for the final project selections.



Blackhawk Drive runs through the middle of a residential area. There are no sidewalks on either side of the corridor. The street was built wide at 48' to act as a collector, however, this encourages increased speeds, a common complaint. Further, all homes in the corridor have extensive driveways. The left half of the road is older and has base issues with ratings at a 2/3 – this area will be pulverized and geogrid reinforcement placed below the base. The right half is of newer construction, with a 5 rating, on good base and can have a mill and overlay performed. The plan is to reduce the width through the entire corridor to 32' which will save substantially on the reinstallation of pavement, even with replacement of the curb on one side. Sidewalks will be installed on both sides and will be the only sidewalks in this neighborhood. A new City park exists in the lower left of the above figure with no pedestrian access to it (see photo below – park on right). An elementary school is just below the “project extents” text box in the above figure on Cramer St. Sidewalk is present on this street.

The City has been trying to take on this project for several years but has had difficulty justifying the additional funds to narrow and add sidewalk. Nearly all road funds are going to water main replacement roads. This corridor has sound water main that does not require replacement and has no designated funding in the foreseeable future.





WisDOT 2024-2029 STP-Urban Program Application

NOTE: This application is required for each new potential 2024-2029 program cycle project. Please review the application instructions (see link below) to assist you in completing the application.

[STP-Urban Application Instructions](#)

Population Category:
20,000 to 50,000

Project Description

Project Sponsor: **City of Fort Atkinson** Facility Owner: **Same as Sponsor**

Project Location:

Municipality: **City of Fort Atkinson** County: **Jefferson**

On Route: **Banker Rd**

At Route (Start): **Campus Dr** Offset: (tenths of a mile)

Toward Route (End): **Hoard Rd**

Is the project a planning, administration, or other non-infrastructure project? ☐ Yes ☒ No If yes, please select the type of project and provide a brief explanation: **Other**

NOTE: Attach an 8½ x 11 map showing the project location. A WISLR map is REQUIRED (refer to the following link)
<http://wisconsindot.gov/Pages/doing-bus/local-gov/wislr/default.aspx>

Length of Project: **.56** (tenths of a mile)

Average Daily Traffic (ADT): **2400** ADT Year: **2022** Posted or Statutory Speed Limit(s): **35** (mph)

Functional Classification: **Collector**

NOTE: Roadway must be functionally classified as a Collector or higher to be eligible for funding.

Existing Facility

Number of Lanes: **2** Lane Width: **12** Cross Section: ☐ Rural ☒ Urban

Pavement Type: **Asphalt** If Combination, explain: Pavement Width: **32**

Pavement Rating: **4** Pavement Condition: **deteriorated** Year Last Improved: **unknown**

Shoulder Type: **Gravel/Turf** If Combination, explain: Shoulder Width: **2ft**

Existing Sidewalk? ☐ Yes, one side ☐ Yes, both sides ☒ No

Existing bicycle accommodations? ☐ Yes, on street ☐ Yes, off street ☒ No

If Yes to either of previous questions, are bicycle/pedestrian accommodations designated as part of a regional or local bicycle or pedestrian system?

☐ Yes ☐ No

☒ Lighting: **System** Lighting Style: **Standard**

Any federal-aid-eligible structures within the existing facility? ☐ Yes ☒ No If yes, please indicate the structure ID #s):

Does a railroad facility exist within 1000 feet of the project limits? ☐ Yes ☒ No If yes, specify: **SELECT**

Owner of Railroad facility

NOTE: If there are any pertinent railroad considerations, design funds may be included for Railroad Review Costs.

Known Safety Issues? ☐ Yes ☒ No If yes, specify: (consider applying for Highway Safety Improvement Program [HSIP] funds if applicable)

Is this project within a F4R site? ☐ Yes ☒ No If YES, a completed 23 CFR 667 Resiliency Scope Certification form and a copy off the completed evaluation must be submitted with this application.

NOTE: Refer to the following link, *Facilities Repeatedly Requiring Repair and Reconstruction (F4R)*

<https://wisconsin.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/f4r.aspx>

Project Justification

Explain why the project is needed, including the scope and appropriate detail on the project's uniqueness and complexity. Describe specific deficiencies such as pavement cracking, edge raveling, surface deterioration, substandard geometrics, etc. Include and separately identify any 100% locally funded components of the project that are part of the overall improvement.

The project will re-align a former town road to allow for residential development in a planned neighborhood developed by the City of Fort Atkinson. Portions of the road will be reconstructed at the north and south ends within the existing footprint and brought to an urban cross section. The road must be re-aligned along the majority of its length to move away from a steep slope that presents challenges for the residential development. This will be the first residential development in Fort Atkinson in over 20 years - all completely lead by the City's bold acquisition of 75 acres and local investment in neighborhood planning for the development. A map of the planned development and the current and proposed road alignment is included. This could be a significant aid in speeding up the timeline for residential development - which by itself does not cash flow with the investment in the road and associated utilities. The City intends to perform design of this road and other planned roads on its own - requesting only construction funds for the re-alignment of Banker Rd.

Proposed Improvement

NOTE: Applicants should refer to the traffic data and design standards information in the instructions prior to completing this section of the application.

Improvement Type: **Reconstruction** If Combination, explain: Overall Length: **3300** (feet)

☐ Rural Cross Section Length: (tenths of a mile)

☒ Urban Cross Section Length: **.56** (tenths of a mile)

Will the project add lanes? ☐ Yes ☒ No If Yes, describe which part(s) of the project will receive additional lanes:

Grading: ☐ Minimal ☐ Moderate ☒ Extensive

New Pavement Type: **Hot Mix Asphalt** If Combination, explain: Width: **32'** Length: **3000'**

New Shoulder Type: **Concrete** If Combination, explain: Width: **30"** Length: **6000'**

☒ Sidewalk One side or both: **both** Width: **5** Length: **6000'**

Are bicycle/pedestrian accommodations required as part of a local or regional plan? ☒ Yes ☐ No If yes, specify:

City Plans and Codes

☒ Curb and Gutter Length: **6000lf**

☐ Signals Location:

☐ Roundabout Location:

NOTE: Refer to FDM 11-26 for modern roundabout information

(<http://wisconsindot.gov/rdwy/fdm/fd-11-26.pdf>).

☐ Railroad improvements

☒ Lighting: **System** Lighting Style: **Standard**

☐ Beam Guard

☒ Permanent and Temporary Pavement Marking

☐ Permanent and Temporary Signing

☒ Storm Sewer

☐ Structure Structure Type: **SELECT**

Work Required: **SELECT**

Structure #(s):

Sizes and Descriptions:

Traffic Management During Construction: **Road Closed**

Do you anticipate submittal of an exception to standards request? ☐ Yes ☒ No

If yes, please describe:

Low-Risk Project Delivery Model

WisDOT, in collaboration with the Federal Highway Association and Wisconsin counties, is continuing the efforts to reduce cost by streamlining delivery and oversight processes on low complexity Local Projects through the development of the Low-Risk Project Delivery Model.

More information on the low-risk delivery model can be found here: <https://wisconsindot.gov/Pages/doing-bus/local-gov/lpm/lowrisk-program.aspx>

Please indicate if you are interested in discussing if your project fits the low-risk delivery model requirements

☐ Yes ☐ No

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Lakes, waterways, floodplains	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Stormwater management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials sites	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated	Comments:
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 4(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Section 6(f)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated	Comments:

Miscellaneous Issues

Construction Schedule Restrictions (trout spawning activities, migratory bird, local events): ☐ Yes ☒ No

If yes, please explain.

Has there been any real estate acquired or transferred in anticipation of this project? ☒ Yes ☐ No

If yes, please explain. **City owned land for re-routing of road**

Right of Way: **(NOTE: It is recommended that local funds be used to acquire right of way.)**

Check all that are applicable.

- ☐ None ☐ Less than ½ acre ☐ More than ½ acre
☐ Parklands ☐ Large parcels ☐ Strips ☐ Temporary interests

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

CONFIDENTIAL INFORMATION

Cost Estimate, Project Priority, and Scheduling

Applicants should reference the following WisDOT web page prior to completing this section of the application:
<http://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/tools.aspx>

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

NOTE: All applications must include a sheet documenting the calculations performed to create the estimate(s).

☐ Tied Projects? All requests for design must be tied to a construction project. Please indicate which projects will be tied (if applicable):

☒ Construction:

Project Priority: 1

☒ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

	<u>Total</u>	<u>Federal Share</u>	<u>Local Share</u>
Participating Roadway Cost	\$1,613,531	\$1,290,825	\$322,706
Participating Structure Cost	\$	\$	\$
Total Participating Cost	\$1,613,531	\$1,290,825	\$322,706
Non-Participating Roadway Cost (100% Local)	\$	\$0	\$
Non- Participating Structure Cost (100% Local)	\$	\$0	\$
Total Non-Participating Construction Cost	\$	\$0	\$
A. Subtotal Construction Costs	\$1,613,531	\$1,290,825	\$322,706
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$75,000	\$60,000	\$15,000

C. State Review for Construction (Provided by WisDOT Region)	\$	\$	\$
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$1,799,771	\$1,350,825	\$337,706

NOTE: All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. WisDOT Region staff, in agreement with the local sponsor, may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

☒ **Design:**

☒ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**

☐ 80% Federally Funded ("design only" projects are not allowed)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

	<u>Total</u>	<u>Federal Share</u>	<u>Local Share</u>
A. Design Plan Development	\$100,000	\$	\$100,000
B. State Review for Design (provided by WisDOT Region)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$100,000	\$	\$100,000

NOTE: WisDOT Region staff, in agreement with local sponsor, may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

NOTE: Costs for Railroad Review of plans will be added when there are pertinent railroad considerations.

☐ **Real Estate:** (Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Real Estate Cost (Round to next \$1,000) **\$**

☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility. Recommend funding with local funds.)

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Utility Cost (Round to next \$1,000) \$

NOTE: WisDOT Utility Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>

☐ Other (Planning, Administration, or Other Non-infrastructure)

Please select the type of project: **SELECT**

Project Priority:

☐ FY 2025 ☐ FY 2026 ☐ FY 2027 ☐ FY 2028 ☐ FY 2029

Total Other Cost (Round to next \$1,000) \$

WisDOT Information – Shaded area to be completed by WisDOT staff only.

Additional Confidential Information

FOR WISDOT USE ONLY – enter the following information at application review

WisDOT Region Reviewer: _____ Date: _____

WisDOT Region Comments on Application: _____

FOR WISDOT USE ONLY – enter the following information after project approval

Approved Federal Funding Amount: Construction: \$

Design: \$

Real Estate: \$

Utility: \$

Other: \$

TOTAL: \$

Key Program Requirements Confirmation

Please confirm your understanding of the following project conditions by **typing your name, title and initials** in the boxes at the bottom of this page. **A Head of Government/Designee with fiscal authority for the project sponsor, not a consultant, must initial below AND sign the next page of this application.**

- All Federal Funding will be limited at the estimate amount unless an increase is approved by WisDOT. Additional costs incurred over the limit will be 100% the responsibility of the project sponsor.
- A federally funded design project must be tied to a construction project. Stand alone design projects are no longer eligible for funding (this does not apply to MPO area projects).
- Only new projects may apply, existing projects are ineligible for additional funds through the new cycle process. Existing projects requiring additional funds are encouraged to use the existing Project Change and Cost Increase processes.
- Federally-funded projects must be designed in accordance with all applicable federal design standards (even if the design for a federally-funded project was 100% locally funded).
- The sponsor must provide matching dollar funding of at least 20% of project costs.

- f. The sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- g. As the work progresses, the state will bill the project sponsor for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- h. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its 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 any moneys otherwise due and payable by the state to the municipality.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. For 100% locally funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding for only state review for design projects.
- k. The sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of design and construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same 80% federal and 20% local match requirements.
- l. Transportation construction projects using federal funds except sidewalks, are likely general improvements that primarily benefit the public at large and for which special assessments cannot be levied under s. 66.0703, Wis. Stats. Municipalities desiring to obtain the required local project funding through special assessments levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App 83.

I confirm that I have read and understand project conditions (a) through (l) listed above:

Name: Selle Title: Dir of Public Works

Accepted (please type your initials here): AS

Application prepared by a consultant? ☐ Yes ☒ No If yes, consultant information and signature required below.

Consultant Company Name: _____ Company Location (City, State): _____

Consultant Signature (electronic only): _____

Date: _____

NOTE: It is **not permissible** for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

a. uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or

b. uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In both cases, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality.

See FDM 8-5-3 for additional information: <http://wisconsin.dot.gov/rdwy/fdm/fd-08-05.pdf>

Sponsor Agency: **City of Fort Atkinson**

Contact Person: **Andy Selle, PE**

(Note: must be Head of Government or Designee)

Title: **Dir of Public Works / City Engineer**

Address: **101 N Main St Fort Atkinson, WI 53538**

Telephone: **920.397.9901**

Email: **aselle@fortatkinsonwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below confirms that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): *Selle*

Date:

10/26/23

Local Unit of Government Agency (**when owner differs from sponsor**):

Owner Signature (when owner differs from sponsor) (electronic only):

Date:

WisDOT Information – Shaded area to be completed by WisDOT staff only.

FOR WISDOT USE ONLY – enter the following information at application review

NOTE: Please add any WisDOT application comments in the comments section on the Confidential page A-6.

Subprogram: _____ Project Improvement Type: _____

Region Reviewer's Name: _____

Reviewer's Title: _____

Date Received: _____

WisDOT Region Reviewers Signature: _____

Date: _____

FOR WISDOT USE ONLY – enter the following information after project approval

Project ID(s): _____

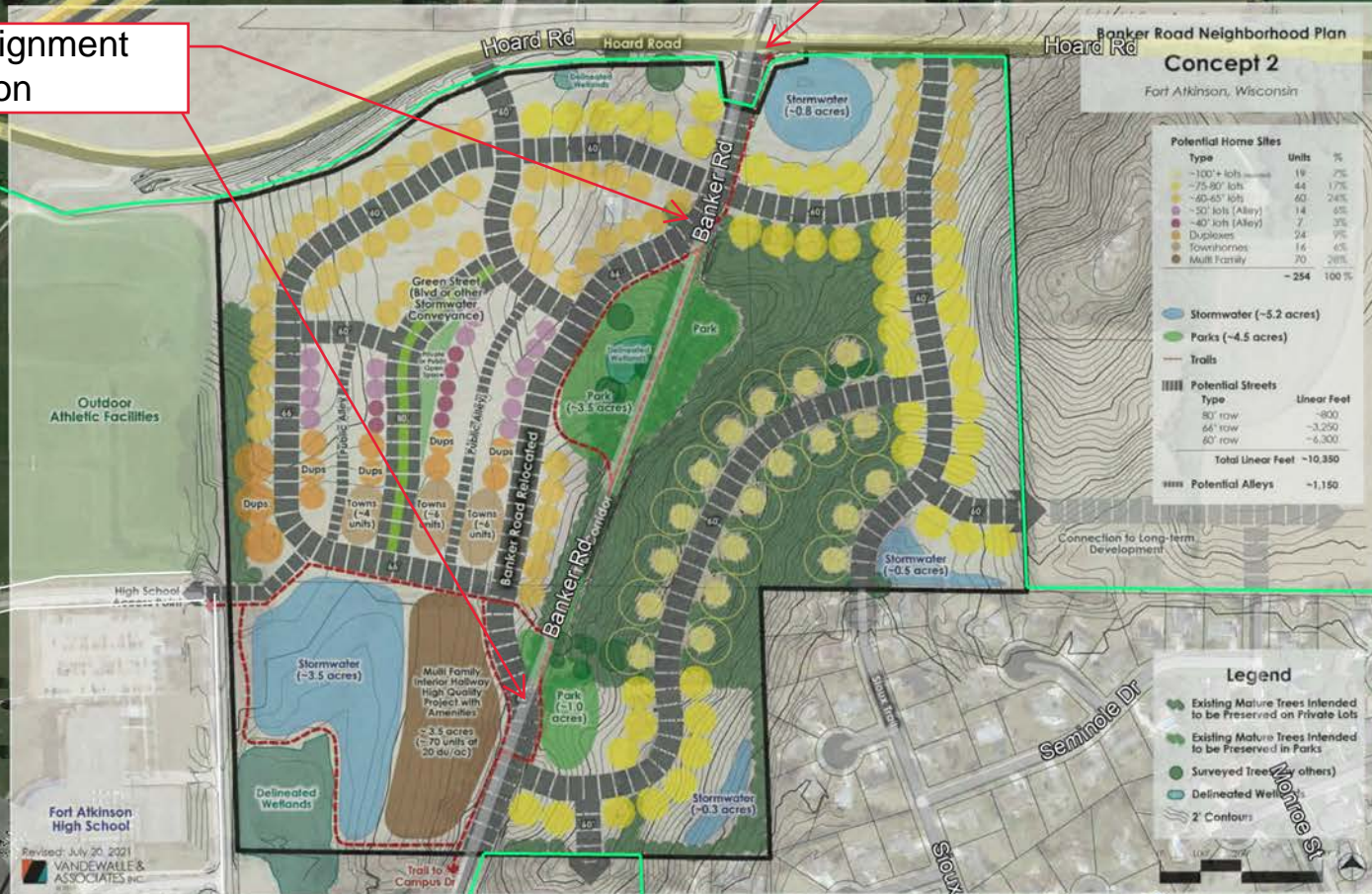
Banker Rd Development

Planned Neighborhood - Fort Atkinson

Re-alignment
Section

Project End

Project Begin





MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

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

RE: Review and possible action relating to moving City Council meeting dates due to holidays and elections

BACKGROUND

City of Fort Atkinson Code of Ordinance Sec. 2-52 governs meeting of the City Council. Section 2-52 (a) states that regular meetings of the City Council shall take place on the first and third Tuesdays of every month; however, if the date for such regular meeting falls upon a legal holiday or day of election, the Council may meet the following Thursday.

DISCUSSION

In 2024, there are three elections that coincide with regular City Council meeting dates. Staff recommends that the City Council move the following Council meetings to accommodate staff workload and allow ample time for voting by meeting attendees:

- Tuesday, February 20th to Thursday, February 22nd (possible Spring Primary election)
- Tuesday, April 2nd to Thursday, April 4th (Spring General election)
- Tuesday, November 5th to Thursday, November 7th (General & Presidential Election)

In addition to the elections, in order to accommodate holiday schedules, staff recommends moving the City Council meeting scheduled for Tuesday, January 2, 2024, to Thursday, January 4, 2024. Moving this meeting will allow staff additional time after the holidays to prepare the agenda and packet, which will likely be published on Tuesday, January 2nd.

FINANCIAL ANALYSIS

There is no financial impact to rescheduling these meetings.

RECOMMENDATION

Staff recommends the City Council approve rescheduling the following City Council meeting dates in 2024:

- Tuesday, January 2nd to Thursday, January 4th
- Tuesday, February 20th to Thursday, February 22nd
- Tuesday, April 2nd to Thursday, April 4th
- Tuesday, November 5th to Thursday, November 7th



MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

FROM: Andy Selle, PE Dir. Public Works / City Engineer

RE: Review and possible action relating to an Intergovernmental Agreement Between Jefferson County and the City of Fort Atkinson regarding Geographic Information System (GIS) Services

BACKGROUND

The City developed a GIS (Geographic Information System) Map beginning in 2017. The map overlays City infrastructure, zoning, trees, and other information on an aerial photo of the City including parcel lines. This map is available electronically to all staff to view from any electronic device. Each point, line, or polygon in the map representing, for example, a manhole, water line, or parcel – can have information attached to it that provides a convenient means of organizing a wealth of constantly updating institutional knowledge.

DISCUSSION

The effort to get the data accurately into the maps was accomplished over several years in 2017-2019 by a consultant. The need to create a point person for these GIS maps, to add data, correct data, and create new maps from existing data, has been a challenge. In 2023 through our current engineering consultant Reukert and Mielke, staff has been able to establish this expertise and build a relationship that allowed field employees to call someone to fix the maps or make a strategic change to improve the tool for their needs. This is the critical element of GIS, the first time it doesn't work well or becomes cumbersome, those that rely on the tool become put off and frustrated. Having a consultant fill this role has worked well, but the cost is not insignificant.

In parallel to this effort with Ruekert and Mielke, staff has been working with Jefferson County, who houses a suite of on-staff GIS professionals, to develop a position that might provide this expertise to Fort Atkinson as well as Watertown – which is in a similar position. Through several exchanges, staff have developed the attached Memorandum Of Understanding. Generally, the criteria we requested are reflected here and include:

- A role in the hiring process, acknowledging this is a County employee
- A time commitment of roughly 10 hrs/week to Fort Atkinson and a physical presence of 4 hours every other week in Fort to develop relationships with City staff
- A financial commitment to pay 25% of the true position cost to the County

- A commitment to developing a work plan, along with the County, for this person to fulfill with the City
- Flexibility in the agreement – the intent is not to count every hour of time each week, but instead to acknowledge this a goal that we expect to achieve within some +/- factor.

In the 2024 Budget document, staff identified the goal of contracting with Jefferson County on a shared GIS position to serve multiple municipalities. This IGA supports that goal.

FINANCIAL ANALYSIS

In 2024, City staff budgeted \$10,000 in the Water Utility contracted services account (03-33-0092-3000); \$10,000 in the Wastewater Utility contracted services account (02-82-0831-0200); \$5,000 in the Stormwater Utility consultant services account (10-52-5251-0300); and \$5,000 in the Transportation Fund (Fund 5), for a total of \$30,000 to support this goal of additional GIS personnel.

The City's commitment to the position is 25% of the overall cost and is expected to be about \$25,000 in 2024. Staff will review services provided in 2024 and re-evaluate in the future to determine if the relationship is successful.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to enter into the attached Intergovernmental Agreement with Jefferson County regarding GIS services. An executable copy of this Agreement will be signed by all parties after approval at the County level.

ATTACHMENTS

Intergovernmental Agreement; Example Map of GIS attributes around the Municipal Building

**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND
THE CITY OF FORT ATKINSON REGARDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**

This Agreement is made and entered into as of the ____ day of _____, 2023, by and between the County of Jefferson, Wisconsin, (the County) and the City of Fort Atkinson, Wisconsin, (the City), to establish terms and conditions related to assistance with Geographic Information System (GIS) services.

RECITALS

WHEREAS, the City has a need for a high quality and accurate Geographic Information System (GIS); and,

WHEREAS, the County has the ability to provide technical assistance to the City for Geographic Information System (GIS) services and intends to hire additional staff to increase said ability; and

WHEREAS, The City desires to obtain assistance from the County for Geographic Information System (GIS) services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the County (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

- 1. Authority.** This Agreement is entered into pursuant to § 66.0301 Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
- 2. Definitions.**
 - A. "GIS" shall mean Geographic Information System.
 - B. "GIS Viewer" shall mean the public and internal versions of the City's online GIS Mapping Tool.
- 3. Goal and Intent.** The Goal and Intent of this agreement is to create a lasting partnership between the City and the County and for the County to provide GIS Services to and for the City.
- 4. Roles and Responsibilities of the County.** The County will provide the following GIS services to facilitate the City's GIS program:
 - A. Update, maintain and administer a public and internal GIS Viewer for the City
 - B. Complete GIS tasks on behalf of the City as identified by the City in coordination with the County

- a. Approximately 10 hours each week will be dedicated to City services . It is understood the exact hours will be determined by the County and may vary depending on projects, workload and availability.
- b. The County will have a physical presence within the City for a minimum of 4 hours every other week on average. Exact timing and work schedule will be determined by the County based on workload and project expectations.
- C. Other GIS services as mutually agreed upon

5. Roles and Responsibilities of the City. The City will:

- A. Provide access to all City data needed to properly administer City's GIS system
- B. Coordinate and assist Jefferson County with development of GIS data
- C. Provide access and administrator rights to City GIS (license, server, data, etc.)
- D. Maintain GIS/ESRI licensing and provide County with necessary licensing
- E. Maintain, update and license GIS servers
- F. Provide data storage, unless agreed upon with County
- G. Provide County staff with a dedicated and effective workspace, including all necessary computer/equipment, within a City building
- H. City is responsible for any equipment, tools and supplies necessary to properly utilize GIS and any services provided by County (i.e. computers, GPS, tablets).

6. Compensation for Projects, Staff Support and Related Expenses. The City shall compensate the County for services performed under this Agreement. Compensation under this Agreement shall be 25% of the annual total cost of the County GIS position payable by no later than December 31st each year. Actual hours may vary throughout the year with an annual goal and target of 25% of total time allotted towards City projects.

7. Performance. Unless otherwise agreed to in writing, the County shall provide staffing to accomplish the intent of this agreement. The staff providing GIS services to the City shall at all times remain an employee of the County, reporting directly to the County. The City shall discuss work plans, staff performance, scheduling, etc. with the County Director of Planning and Zoning who will oversee County staff. The County shall allow the City to participate and provide feedback in the hiring process. All employment decisions shall be made by the County.

8. Permits, Laws, Regulations, and Public Ordinances. The parties shall comply with all federal, state, and local statutes, rules, regulations, and ordinances when carrying out the terms this Agreement.

9. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business organization of any kind between the parties. The rights and obligations of the parties under this Agreement will be only those set forth in this Agreement.

10. Data Sharing. Any data created by the County on behalf of the City pursuant to the terms of this Agreement shall be the property of the City. However, the City agrees to share all

data created pursuant to this Agreement with the County upon request. The County shall use any shared data solely for the purpose of conducting County business.

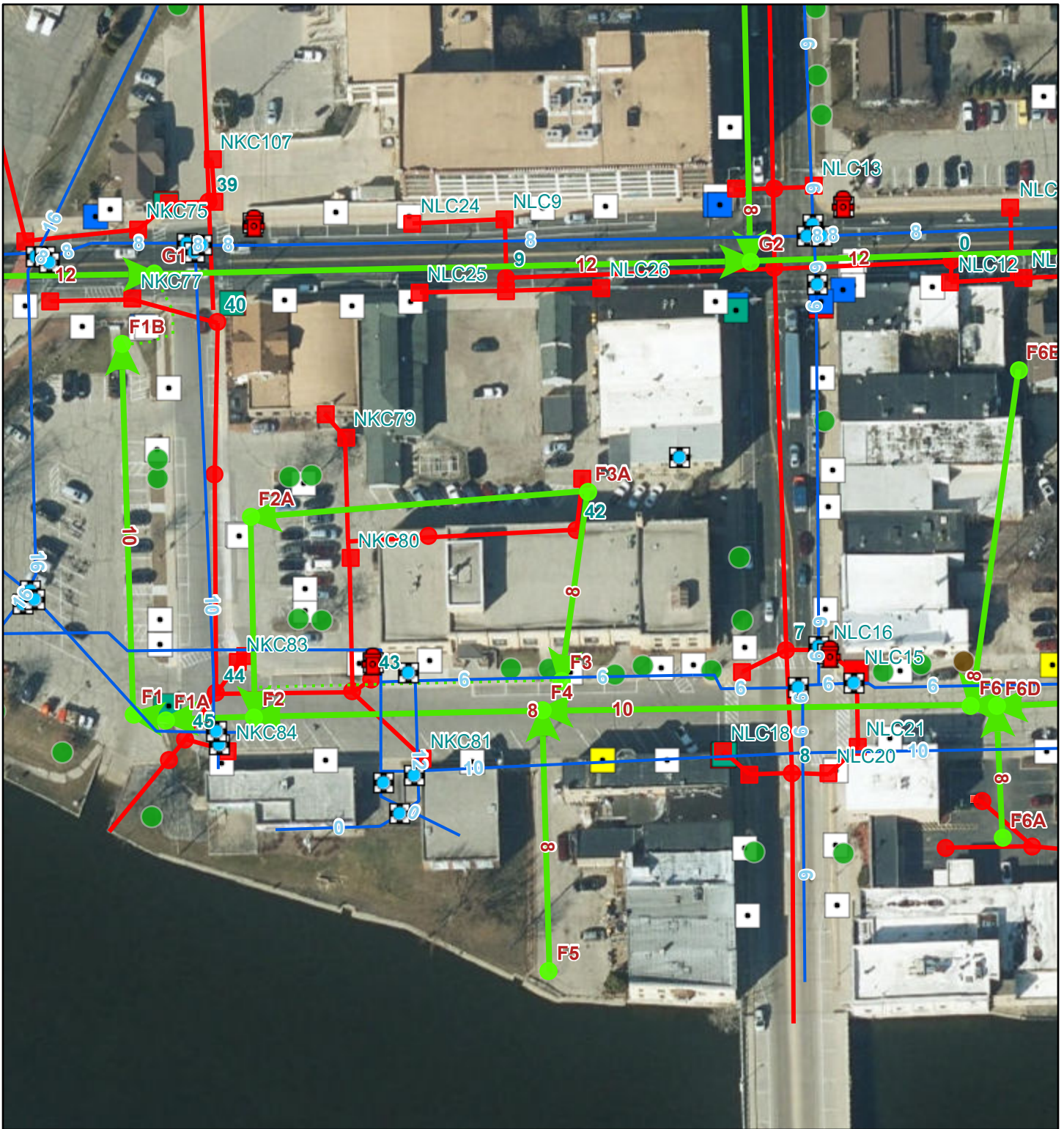
11. **Limitation of Liability.** The County shall utilize the best available data. However, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the completeness or accuracy of any data furnished. The County makes no warranties of merchantability or fitness for a particular purpose, nor are such warranties to be implied, with respect to the data provided under this Agreement.
12. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
13. **Challenge to Agreement.** If a cause of action is commenced by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
14. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
15. **Term.** The delivery of services under this Agreement shall commence on January 1, 2023, or the date of hire of the budgeted position, and shall continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of calendar year (December 31) with written notice to the other party by no later than September 30.
16. **Early Termination.** In the event of the County in unable to fulfil its obligations under this Agreement due to an inability to maintain sufficient staffing, the County may terminate this Agreement upon thirty (30) days written notice. Upon such termination, the City shall be relieved of any obligations for future compensation pursuant to paragraph 6.
17. **Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF Fort Atkinson

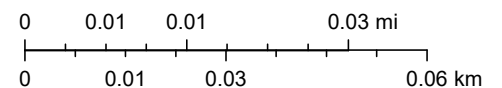
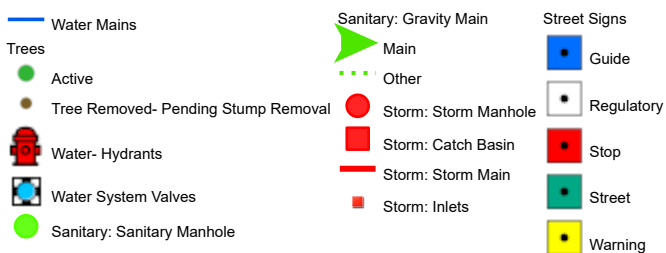
COUNTY OF Jefferson

ArcGIS Web Map



12/14/2023, 2:56:14 PM

1:1,129





MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action to authorize the City Manager to enter into a contract for asbestos abatement services

BACKGROUND

On October 3, 2023, the City Council approved the contract with North Star Environmental, LLC, to test 8 buildings slated for removal as part of construction of the new Public Works and Parks Operations facility for lead paint and asbestos materials. After said testing, the report indicated that several buildings contain asbestos building materials.

DISCUSSION

Safe removal of these proposed buildings, within State and Federal guidelines, requires professional abatement of the hazardous materials (asbestos) prior to demolition. Staff prepared and released a request for proposals for contractors licensed in the State of Wisconsin to perform this work. Staff received 3 proposals for the proposed abatement work tabulated below.

Bid Tabulation			
Bid Item	DIRTY DUCTS	DJK Environmental	North Star Environmental Testing
Bid Item	Proposed Investment	Proposed Investment	Proposed Investment
Hazardous Materials Abatement of Asbestos	Phase 1 - \$3665.00	Phase 1 - \$8800.00	\$ 16,900.00
(See individual proposal details)	Phase 2 - \$2045.00	Phase 2 - \$4000.00	
	Contractor proposed 2 phases per our RFP	Contractor proposed 2 phases per our RFP	Contractor proposed a lump sum with no breakout of 2 phases.
Total Investment	\$ 5,710.00	\$ 12,800.00	\$ 16,900.00

FINANCIAL ANALYSIS

This cost of asbestos abatement was unknown until now and was not specifically budgeted. However, in the 2023 Capital Improvements Project Budget, \$300,000 was budgeted for planning and design work of the Public Works and Parks Operations Facility. The \$300,000 was partially funded through the 2023 levy and partially through the 2024 borrowing

(reimbursement). There are funds available within this project account (16-60-0064-1200) to pay for this necessary asbestos abatement project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a contract with Dirty Ducts, LLC, for the abatement of asbestos materials from the City-owned buildings to be demolished for an amount not to exceed \$5,710.00.

ATTACHMENTS

Asbestos Abatement Proposal from Dirty Ducts



Dirty Ducts Cleaning & Environmental Inc.



"Clean and Healthy Air, Breath after Breath"

Duct Cleaning/Dryer Vent Cleaning • Specialized/Industrial Cleaning • Asbestos/Lead/Mold Abatement • Interior Select Demo

December 15, 2023

Re: Fort Atkinson 700 James Place Asbestos Removal
Property Location: 700 James Place, Fort Atkinson, WI 53538

To: Andy Selle, Director Of Public Works/City Engineer, City of Fort Atkinson, (3 Proposal Pages, 1 Report Page)
Phone # 920-397-9901
Email: aselle@fortatkinsonwi.gov

We are bidding on the above-referenced project. Our proposal includes the following:

1. **Asbestos Removal to Include the GREEN And ORANGE HIGHLIGHT on the attached table page. Miscellaneous details per item breakdown:**
 - A. Green Highlighted Items will be abated in 1st quarter 2024
 - B. Orange Highlighted Items are in the Garage and will be abated fall 2024
 - C. Electrical Panels will be removed once power is cut. We realize we may have to come back to get these later.
2. **Phasing:**
 - a. Assumes 1st shift, M-F, non-holiday in a mutually agreeable schedule.
 - b. Work will be done in one continuous phase.
3. **Please note the following:**
 - a. Includes construction of all negative pressure containment enclosures/etc as applicable for our work complete with HEPA Filtration. Work procedures will meet or exceed all federal, state, DHS, DNR, EPA and OSHA Standards/Regulations as they apply to this project.
 - b. Permit:
 - i. \$700 DNR asbestos permits and associated fees are included in our pricing. We file and pay for this.
 - ii. We will list your demo contractor (or your team if you are doing in-house) on this same DNR Permit for you free of charge.
 - c. Disposals:
 - i. All asbestos disposal associated with our work is included to a DNR approved landfill. Dirty Ducts will provide and pay for all associated fees.
 - ii. You will receive completed manifest showing material was disposed of correctly with our invoices.
 - d. Includes all OSHA employee air monitoring as applicable.
 - e. Air clearance testing is excluded. This is NOT required by law on this project.
4. **Utilities – See add alternate pricing should these materials not be provided on site:**
 - a. Electric: Assumes power will be active onsite (normal 110V power)
 - b. Water: We are assuming water will be available onsite free of charge (we need a single hose bib, we will provide the water hose).
 - c. Toilet: We are assuming a working toilet or porta-potty will be onsite free of charge.
 - d. Heat: Assumes work area will be at 45 degrees F or warmer. Contact us for further pricing if this is not reasonable.
5. **Other:**
 - a. We are assuming the buildings are for demolition. We will demo to access asbestos materials as necessary and set these non-asbestos demo items to the side.

3025 Perry Street, Madison, WI 53713 • P: (608) 204-3828 • F: (608) 204-3826 • DirtyDuctsCleaning.com • info@ddclean.com





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Proposal Pricing for Above:

\$5,710

Info Breakdown of Pricing for Your Accounting:

1st Quarter 2024 Work: \$3,665 (includes the \$700 DNR permit that we file and pay for)

Fall 2024 Work: \$2,045

Dirty Ducts Cleaning and Environmental, Inc looks forward to impressing you. We have completed over 10,500 projects to date on time and budget between all of our divisions listed (see top of this letterhead). For insurance, we carry \$5,000,000 umbrella/excess liability, \$1,000,000 of general liability per project with a \$2,000,000 aggregate, \$1,000,000 of automobile coverage and \$1,000,000 of workers' compensation insurance. If testing, waiver of subrogation or other additional/special insurance coverage is required, the quoted price will need to be adjusted accordingly. Please contact our office for further pricing or questions. Please see attached terms that apply to this proposal. Pricing assumes we receive a contract within 60 days. Credit card payment not authorized due to size.

Sincerely,

Please Print Authorized Signee Name Here: _____

Contract Amount: \$5,710

P.O. #: _____

Justin Vondra, www.dirtyductscleaning.com

X _____
Authorized Acceptance of Proposal/Date

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TERMS

1. **Additional Work:** All additional work will be discussed and approved by the customer prior to Dirty Ducts performing it. In the event Dirty Ducts provides any additional work, materials or services that are the responsibility of the customer, Dirty Ducts shall be entitled to reimbursement of the additional cost, together with overhead and profit.
2. **Property Insurance:** Customer is responsible to carry property insurance upon the entire work at the site, to the full insurable value thereof including all risks such as fire and extended coverage, theft, vandalism, and malicious mischief. Customer waives all rights or claims against Dirty Ducts for losses or damages to be covered by such insurance. (Customer's property insurance is separate from the insurance carried by Dirty Ducts.)
3. **Notice of Lien Rights:** For work in WI, as required by WI construction lien law, DDC hereby notifies owner that persons or companies furnishing labor or materials for 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 DDC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction or improvement. Accordingly, the owner probably will receive notices from those who furnish labor or material for construction or improvement and should give a copy of each notice received to owner's mortgage lender, if any. DDC agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claimants are duly paid.
4. **Payment Terms.**
 - **Commercial Services:** Payment is due 60 days from invoicing. 90-day terms are negotiable on certain commercial contracts with prior approval prior to contract signing.
 - In the event Dirty Ducts must take any action to defend or enforce this contract or perfect or foreclose any lien arising out of this contract, Dirty Ducts shall be entitled to recover its costs and expenses incurred, including reasonable attorney's fees, with respect to such action. **Payment Types Accepted:** Check, Cash, and Cashier's Checks all accepted. In the event you wish to charge a VISA and/or MASTERCARD you will be assessed a 4% fee for payment amounts above and beyond \$1,000 on a single contract (i.e. if you have a \$1,100 contract and you charge it to your credit card you will be assessed a 4% charge on \$100). This is to account for credit card processing fees.
5. **Late Payment Charge:** Dirty Ducts shall be entitled to add a service charge to all payments not paid when due in the amount of 1.5% of the delinquent amount per month. This is an annual rate of 18%.

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ASBESTOS MATERIAL SUMMARY:

Confirmed ACM, or assumed ACM that will require abatement prior to disturbance by mechanical demolition:

Material	Bldg. Level	Building Area	Quantity (Approx.)	Category/Comment
Window Glazing	Ext.	Commercial Garage Exterior / Interior	7 ft ² (7 each)	Cat I Non-Friable On concrete block
9" Vinyl Floor Tile	1.	Garage For DPW: Office Tom	100 ft ²	Cat I Non-Friable On concrete
9" Vinyl Floor Tile & Black Adhesive	1.	Garage For DPW: Break	350 ft ²	Cat I & II Non-Friable On concrete
12" Vinyl Floor Tile	1	Garage For DPW: Reception Former Union Hall: Throughout	300 ft ² 1,100 ft ²	Cat II Non-Friable On concrete
¹ Fire Door Interiors	1	Throughout	5 ft ² (5 each)	Friable Assumed ACM
² Electrical Panel Interiors	1	Throughout	12 ft ² (12 each)	Cat II Non-Friable Assumed ACM

¹ Several old sliding fire doors are located within the Garage for DPW. To maintain the integrity of the doors, no material samples were collected. Damaging the doors would compromise safety for the employees working in the building. This area should be assumed positive and sampled if/when necessary.

² Electrical panels, boxes or components were not sampled due to potential electrical hazard. These components should be assumed as asbestos containing unless sampled to prove otherwise.

Non-Friable confirmed ACM, or assumed ACM on wood, concrete, or metal that *may remain in place for mechanical demolition unless the materials will be recycled or crushed:

Material	Bldg. Level	Building Area	Quantity (Approx.)	Category/Comment
Roofing Materials	Roof	Old Residence Home: Roof Flashing	350 ft ²	Cat I Non-Friable On concrete block
³ Joint Compound	1	Garage For DPW: Throughout Former Union Hall: Throughout	Not Quantified	Friable

EXCLUDED

³ Joint compound was found to contain 2.3% chrysotile. It was then composited with the drywall and found to be <1% chrysotile (allowable by USEPA for demolition process). Abatement of the joint compound prior to renovation or demolition is not required under WDNR regulation. Due to the potential for occupational exposure to airborne asbestos fibers, abatement of the joint compound prior to any renovation is strongly recommended.

***Any asbestos items allowed to remain in place for demolition must remain non-friable throughout the demolition process and would require proper landfill disposal. Abatement is recommended for any non-friable material having a high probability of becoming friable due to the demolition process. The Wisconsin Department of Natural Resources (WDNR) can be consulted with any specific questions regarding these issues.**

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes.



MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

FROM: Tom Williamson, Public Works Superintendent

RE: Review and possible action to authorize the City Manager to enter into a contract for Electric Relocation Services with We Energies.

BACKGROUND

On March 28, 2023, the City of Fort Atkinson Department of Public Works entered into a contract for the design of a new Public Works Facility Campus with Angus Young Architects. The design process to redevelop the existing facility campus, at 700 James Place, requires the relocation of electric service facilities to the Fireside Dinner Theater and alteration of the electric supply lines to the existing Public Works Office and Shop. In preparation for this need the Department worked closely with the Fireside Theater and We Energies to map out the relocated electric supply, and transformer, to the Fireside Theater and alteration of the overhead supply line to the existing Public Works Office and Shop. This work will facilitate the construction of the proposed new salt shed located on the south end of the new Public Works Facility.

DISCUSSION

The Department met with representatives of the Fireside Theater and We Energies, in October and November to finalize these plans to ensure all parties involved were included in the required design. We Energies completed the design plan for this relocation and provided the Department with a cost estimate and sketch map for this work, which is \$33,402.20. We Energies scheduling policy for this work requires payment prior to commencement of work.

FINANCIAL ANALYSIS

This cost of utility relocation was unknown until now and was not specifically budgeted. However, in the 2023 Capital Improvements Project Budget, \$300,000 was budgeted for planning and design work of the Public Works and Parks Operations Facility. The \$300,000 was partially funded through the 2023 levy and partially through the 2024 borrowing (reimbursement). There are funds available within this project account (16-60-0064-1200) to pay for this necessary utility relocation project.

RECOMMENDATION

Staff recommends that the City Council authorize payment to We Energies for the of the electric service to the Fireside Theater and alterations to the electric supply lines to the existing Public Works Office and Shop not to exceed \$33,402.20.

ATTACHMENTS

We Energies Cost Estimate Letter and Design Plan Sketch

We Energies

1300 Janesville Ave.
Fort Atkinson WI 53538
Phone 800-842-0813
www.we-energies.com



October 9, 2023

City of Fort Atkinson
Mr. Tom Williamson
700 James Place
Fort Atkinson, WI 53538

Subject: Invoice for electric facility relocation work at 700 James Place

Dear Mr. Williamson:

Thank you for contacting us about your electric facility relocation request at the above address.

Please review the following cost information:

- The cost for your electric facility relocation is: \$33,402.20. This amount is valid for 90 days from the date of this letter.
- This cost includes seasonal charges of \$837.00 for installation from Dec.1 through March 31.
- The cost applies only to our electric facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.
- If another quote is requested within 12 months, there may be a charge for preparing the new quote.

Please sign and return this letter, sketch and your payment in the envelope provided. Payment may also be made online by visiting www.we-energies.com/payconstructionbill or by phone at 855-570-0998. Your site is ready for service relocation when all items on the ready for service card are complete. We will schedule the relocation when we have your completed card and the municipal inspection or affidavit (if applicable).

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

Deborah Domagalski
Energy Services Consultant
Phone #: 920-563-1273
Fax #: 920-563-1281

Accepted by:

A handwritten signature in black ink, appearing to read "John Miller".

Date: 12 / 6 / 2023

Title: Public Works Superintendent

Work request #: 4894109

Enclosure

OK to Pay A handwritten signature in red ink, appearing to read "John Miller".

12 - 60 - 0064 - 1200

ELEC WR **WT 4894109**

GAS WR

CITY / TOWN / VILLAGE: **C - FORT ATKINSON**CUST/PROJ NAME: **CITY OF FORT ATKINSON**PROJECT LOCATION: **700 JAMES PL**WORK DESCRIPTION: **RELOCATION OF PRIMARY CABLE**PREPARED BY: **STEVE WOOLLEY**

E-MAIL:

OFFICE #: **920-262-6837** CELL #: **920-988-5553**PAGER #: IO #: **75668**

PROJECT ID: CGS #:

DATE PREPARED: **7-10-2023** DATE REVISED: **10-4-2023**RAILROAD PERMITTING/FLAGGING REQUIRED ☐ YES ☒ NO RR NAME

CORROSION CONTACT: PHONE #:

COMMON INFORMATION

STAKING REQUIREMENTS:

☐ SURVEYOR☐ STAKED☒ DESIGNER☐ NOT NEEDED

MAIN / SERVICE IN

EASEMENT:

☐ YES☐ NORESTORE PRIVATE PROPERTY: ☒ WE ENERGIES ☒ CUSTOMERWORK IS APPROX **300** FT. DIRECTION **N** OF CL OF**TALCOTT AVE**

NEAREST CROSS STREET

(ALSO FOR GAS SERVICE TEE)

ELECTRIC INFORMATION

OPER MAP #: **3492-7520-02** FEEDER/LINE #: **Z8364**

CATV JOINT USE #: TEL JOINT USE #:

PROPOSED GAS SERVICE INFORMATION

MTR SIZE: MTR TYPE: PRES:

☐ EFV

SERV PIPE SIZE: MATERIAL:

☐ RELIGHT

MTR LOC: FT. OF CORNER

☐ CURB VLV

CONSTRUCTION TYPE:

☐ TIE IN PIPING

NORTH

FEEDER SKETCH

NOT FIELD
VERIFIED

Z8364

JOB INFO:

SECTION / TOWN / RANGE: NE1/4 SEC 9, T05N, R14E

SITE VISIT COMPLETED BY: STEVE WOOLLEY

JOB OWNER: DEB DOMAGALSKI

MAIN CONTACTS:

☒ CONTRACTOR/BUILDER: KATIE UDELL 608-756-2326☐ PLUMBER/HVAC:☐ ELECTRICIAN:☒ CUSTOMER: TOM WILLIAMSON 920-397-9909

CONTINGENCIES & COMMENTS:

DIGGERS HOTLINE / MISS DIG REQUIRED

WE ENERGIES WILL COMPLETE LAWN / PAVEMENT REPAIR ON:

☒ ROAD ROW ☒ NEIGHBORING PROPERTY☐ NONE☐ CUSTOMER PROPERTY

WE ENERGIES WILL HAUL SPOIL FROM:

☐ ROAD ROW ☒ NEIGHBORING PROPERTY☐ NONE☐ CUSTOMER PROPERTY

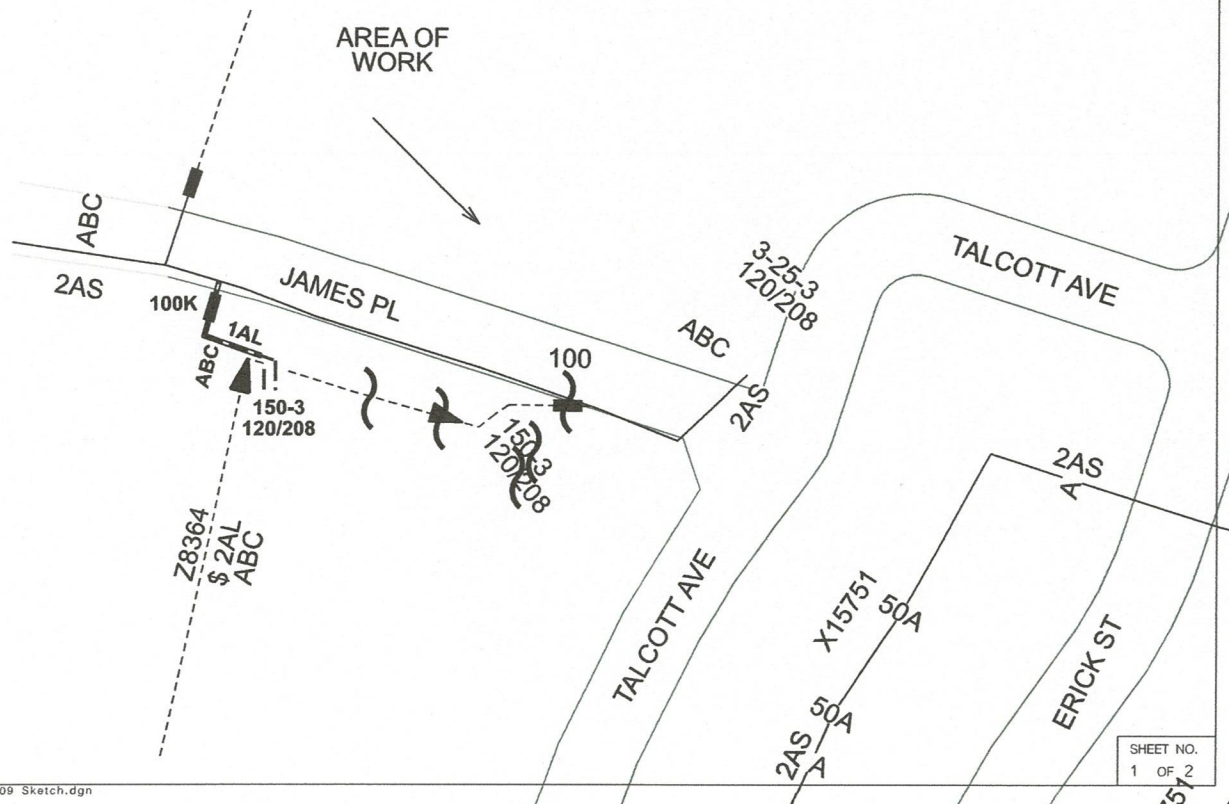
CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE

UNDERGROUND FACILITIES PRIOR TO INSTALLATION

WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS

Steve Woolley 12/6/2023
CUSTOMER'S SIGNATURE OF APPROVAL DATE



ELEC WR **FT 4894109**

GAS WR

OVERHEAD LINE WILL
EVENTUALLY BE REMOVED.STD 111-16.3
ADD ALLEY ARM
FOR CLEARANCESTD 111-16.3
ADD ALLEY ARM
FOR CLEARANCECITY WILL HAVE
BLACKTOP
SAWCUT FOR USWE WILL HAVE A 5' EASEMENT ON
THE CITY OF FORT ATKINSON
PROPERTY AND A 5' EASEMENT ON
THE FIRESIDE THEATER PROPERTY.NEWER BLACKTOP PARKING
LOT FOR FIRESIDE
DINNER THEATRE

MANUFACTURER: _____
KVA: _____
VOLTAGE: _____
LOCATION ID: _____
PHASE: _____
FLUID TYPE: _____ DESIGN IZ: _____
SERIAL: _____
MATERIAL #: _____
ASSET ID #: _____
3 PHASE TRANSFORMER LOAD BREAK SWITCHES? ☐ Y ☐ N
FOR SOG USE ONLY
WE ENERGIES EQUIPMENT ENERGIZED ☐ Y ☐ N
Customer EQUIPMENT ENERGIZED ☐ Y ☐ N EDC: _____
SWITCHED BY: _____ DATE/TIME: _____

SHEET NO.
2 OF 2

WE ENERGIES - ELECTRIC OPERATIONS		OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z		STANDARD WIRE KEY		NEUTRAL	SECONDARY - 1PHASE	SECONDARY - 3PHASE
CLEARANCE NOTES:		Z 1 #2 ACSR		DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z		N 1-#2 ACSR	S 6DX	\$ 1/0 TXF
-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.		Z1 1 #1/0 ACSR		Z13 1 #1 AL 25KV		N1 1-#1/0 ACSR	S1 4 TX	\$1 4/0 TXF
-MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.		Z2 1 #3/0 ACSR		Z14 3 #1 AL 25KV		N2 1-#3/0 ACSR	S2 2 TX	\$2 3/6 TXF
-THIS APPLIES TO GAS AND WATER MAINS.		Z3 3 #2 ACSR		Z15 3 #500 AL 28KV		N3 1-#4/0 AL	S3 1/0 TXR	\$3 3/0 TX
-MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.		Z4 3 #1/0 ACSR		Z16 1 #2 AL 15KV		N4 1-#3/6 ACSR	S4 3/0 TXR	\$4 350 TX
-MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.		Z5 3 #3/0 ACSR		Z17 3 #2 AL 15KV		N5 REMOVAL	S5 350 TXR	\$5 750 TX
-MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.		Z7 3 #3/6 ACSR		Z18 3 #500 AL 15KV		GUYING	S6 750 TXR	\$6 1/0 QXF
NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR		Z9 SPECIAL LIST ON SKETCH		Z19 3 #1/0 AL 35KV		G 1/4" ARM GUY	S7 1/0 TXF	\$7 3/0 QXF
SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON		Z10 1 WIRE REMOVAL		R19 3 #1/0 AL 35KV		G1 5/16" ARM GUY	S8 4/0 TXF	\$8 350 QXR
EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.		Z11 2 WIRE REMOVAL		R20 3 #750 AL 35KV		G2 3/8" ARM GUY	S9 336 TXR	\$9 750 QXR
		Z12 3 WIRE REMOVAL		Z21 3 #750 AL 28KV		G3 5/16" POLE GUY	S10 750 TFX	\$10 3 WIRE REMOVAL
						G4 3/8" POLE GUY	S11 3 WIRE REMOVAL	\$11 3/0 QXR
						G5 7/16" POLE GUY	S12 3 WIRE MAIN	\$12 4 WIRE REMOVAL
							S14 6DX CIC	
							S15 1/0TX CIC	

EROSION CONTROL LEGEND	
	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE A/B/C/D
	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
	STONE DITCH CHECK
	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)	
General 1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.	
Erosion Control 2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented. 3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards. 4. Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events: repair as necessary. 5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.	
Contaminated Soils 6. Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.	
Spills 7. If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478: a. Any quantity of oil is spilled into surface water; b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land; c. Any oil spill containing greater than 500 ppm PCB; d. Five gallons or more of oil spilled to the ground; e. Any oil spill involving a police department, fire department, DNR, or concerned property owner.	
Notes 8 through 27 apply as noted at specific points within each work request:	
Dewatering 8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.	
Wetlands 9. As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands. 10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands. 11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations. 12. Excavated soils cannot be stockpiled in wetlands.	
13. All excess spoils shall be removed from wetlands and placed in a suitable upland location. 14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations. 15. Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.	
Waterways 16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams. 17. No crossing of navigable waterways with equipment can occur. Foot traffic is allowed. 18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.	
Threatened and Endangered Species 19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided. 20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15. 21. Exclusion fencing must be installed at the work area prior to March 15. 22. A qualified biologist must be present when conducting work at this location.	
Invasive Species 23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of Way Best Management Practices should be followed: (http://council.wisconsinforestry.org/invasives/transportation/).	
Cultural and Historical Resources, cont. 24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction. 25. If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it. 26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (f) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.	
Frac-out Contingency Plan 27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components. a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately. b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur. c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.	





MEMORANDUM

DATE: December 19, 2023

TO: Fort Atkinson City Council

FROM: Paul Christensen, Wastewater Superintendent

RE: Review and possible action related to purchase of Replacement Graphic Display Controller for Memorial Park Lift Station

BACKGROUND

Memorial Park Lift Station pumps wastewater collected from the Northwest part of the city to the Wastewater Treatment Facility. There are four pumps in two wet wells and a control building with a backup generator and pump controls at this location.

DISCUSSION

The control of the lift station pumps consists of four pumps starters and breakers with a programmable logic controller and a 10" programmable graphic display. The programmable graphic display allows Utility staff to monitor, make adjustments, change lead and lag pumps, and displays all alarms and warnings. The programmable graphic display has failed and parts are no longer available. A loaner display has been provided by Altronix.

FINANCIAL ANALYSIS

Altronix is the sole supplier of controls and programming to the Utility. Staff sought a proposal to replace the graphic display controller from Altronix for the cost of \$9,302.00 including installation and programming. There are funds available in the Wastewater Utility replacement expense account (02-82-0858-4030) for this expense.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of the replacement programmable graphic display controller from Altronix of Madison, WI for the cost of \$9,302.00 for the Memorial Park Lift Station.

ATTACHMENTS

Altronix Control Systems Proposal



Name	Customer	Proposal#	Due/Bid Date
Fort Atkinson, WI - WWTP - Memorial Lift Station OIT	Fort Atkinson, WI - WWTP	20234827	12/9/2023, 12:00 PM

Scope

L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services.

The Memorial Park Lift Station Operator Interface Terminal (OIT) has failed and Altronex is currently loaning them a used one, the failed OIT is 22 years old, obsolete and there isn't a replacement model. Altronex proposes a new OIT compatible with the existing PLC via DH485 but can also communicate Ethernet to a new PLC when or if that is replaced in the future. We will have to redevelop the application as the existing graphics are not transferable.

ALTRONEX PROFESSIONAL & TECHNICAL SERVICES:**OIT Replacement**

Major Items Include:

- remove the existing "loaner" touch screen and return to Altronex
- install the new 10" color touch screen, cover plate, and DC power supply
- program new graphics but match all existing control
- PLC programming to communicate to the new touchscreen
- updated CAD documentation
- operator training
- factory testing

CLARIFICATIONS, EXCLUSIONS, AND NOTES:

1. Installation, startup and commissioning shall be BY ALTRONEX
2. SCADA control changes are NOT included
3. Any applicable taxes are NOT included

Proposal Amount \$ 9,302.00 USD**Freight Terms: FOB Origin, Freight Prepaid and Add**

Respectfully submitted by,

Alan Clemens
Business Development Manager
alan.clemens@sjeinc.com
6082101471

Acceptance of Proposal (Purchase Order or Signature) – The preceding prices, specifications and attached terms and conditions of sale are satisfactory and hereby accepted. You are authorized to proceed.

Signature

Name Print/Type

Official Position

Date



Standard Terms and Conditions

Controlling Provisions: The terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") shall supersede any provisions, terms, and conditions contained on any purchase order or other written form any direct buyer ("Buyer") may use or provide (whether received by S.J. Electro Systems, Inc. or any of its subsidiaries or affiliates (collectively, "SJE") prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the Terms and Conditions as described herein. SJE sells certain services, products, replacement parts and related software (collectively, the "Goods"). The purchase of the Goods is governed by the Terms and Conditions. Any communication by Buyer to SJE to purchase Goods will be treated by SJE as a request to purchase the Goods. The response, however communicated, will be understood by all parties as an agreement by SJE to sell to Buyer the requested Goods pursuant to the Terms and Conditions. **SJE specifically opposes any terms or conditions that are in addition to or different from the Terms and Conditions, unless specifically agreed to in each instance in writing by SJE.**

Quotations, Acceptance, and Agreements: Any quotation is a good faith estimate. To the extent that SJE has been provided by or on behalf of Buyer any specifications, description of operating conditions or other data and Information In connection with the selection or design of the Goods, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by SJE, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of the Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, thirty (30) calendar days from the date issued. SJE may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Per company policy, a separate written agreement signed by both parties or a purchase order accepted and acknowledged by SJE is required to form any legally binding agreement.

Intellectual Property: All devices, patents, designs (including drawings, plans and specifications), software existing or to be developed, estimates, prices, notes, memos, summaries, electronic data and other documents or information prepared or disclosed by SJE shall remain the sole intellectual property of SJE. Following acceptance and final payment, SJE shall grant to Buyer a non-transferable, non-exclusive license for use and sale of the Goods.

Credit Approval: The credit terms granted on each order are subject to SJE's continuing approval of Buyer's credit. SJE may withdraw the extension of credit and require modified payment terms if, in SJE's sole judgment, Buyer's credit or financial standing is impaired such that SJE in good faith deems payment insecure.

Prices and Taxes: All prices are FOB shipping point, unless otherwise stated or referenced in attached exhibits. All prices are subject to any commercially reasonable additions that may be necessary to cover any duties, taxes or charges. All prices are in U.S. Dollars. Prices may be subject to change without notice.

Shipping Policy: Shipping and handling charges cover the transportation of the Goods from SJE's warehouse to Buyer, unless otherwise specified. Standard shipping rates are assessed upon placement of order. SJE uses many methods of shipment including UPS shipping services but reserves the right to substitute carriers without notice. UPS next-day air, UPS second-day air, UPS three-day ground, UPS Express and UPS Expedited are services available to Buyer for expediting orders. Expedited orders will be shipped based on the method Buyer selects. These services may not be available for shipment into all countries.

While SJE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by SJE, all shipping dates are approximate and not guaranteed. SJE reserves the right to make partial shipments. SJE, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse SJE for any and all storage costs and other additional expenses resulting therefrom. The actual shipping weights may vary.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the respective delivery carrier. Buyer shall immediately inspect the Goods upon receipt and any damage must be noted on the delivery carrier's bill of lading at time of receipt. SJE is not liable for any damages caused by shipping. SJE is not liable for any shortages or nonconformance unless notified by Buyer within two (2) business days of Buyer's receipt of the Goods.

Operations/Maintenance Manuals: Installation, maintenance and operation manuals will be furnished to Buyer in the number of copies specified at the time of quotation or order. Additional copies subject to charges as outlined in attached exhibits.

Installation and Use: Buyer will be solely responsible for the proper application, installation and service of the Goods. Installation instructions are supplied by SJE and must be followed.

Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including, but not limited to, those of the United States and the European Union, and the jurisdictions in which SJE and Buyer are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders or requirements.

Payment: Buyer shall pay SJE the full purchase price as set forth in the respective order between SJE and Buyer. Unless otherwise agreed to in writing between SJE and Buyer, freight, storage, insurance, taxes, duties, and any governmental charges relating to the Goods shall be paid by Buyer. If SJE is required to pay any such charges, Buyer shall immediately reimburse SJE upon notice from SJE of same. All payments are due within approved credit terms. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate on all amounts not received by the due date described therein.

Security Interest: SJE shall retain a security interest in the Goods until the full purchase price has been paid. Buyer's failure to pay any amounts due, including interest, shall give SJE the right to possession and removal of the Goods after providing ten (10) days written notice to Buyer. SJE's taking of such possession shall be without prejudice to any other remedies SJE may have.

Changes, Cancellations, Returns: Buyer may request changes or additions to the Goods consistent with SJE's specifications and criteria. In the event such changes or additions are accepted by SJE, SJE shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. All changes, cancellations, or returns must have SJE prior written approval and subject to restocking fees and service charges. Authorized returns must be packaged and shipped prepaid to SJE.

Return Policy: SJE will only accept Goods returned within one (1) year from the date of manufacture, un-used, and current production models. Returned Material Authorization ("RMA") numbers must be assigned to any Goods Buyer wishes to return for credit. To obtain an RMA, Buyer must contact SJE's Service Center at 218-847-1317 or toll free at 888-342-5753. Buyer is responsible for payment of return shipping fees unless such returned Goods result from an SJE order processing error. Upon return, SJE shall reimburse Buyer for the return freight resulting from the return of Goods due to such SJE order processing error. In the event of any return in compliance with this paragraph, SJE will provide Buyer credit for the returned Goods and work to reship correct Goods to Buyer. SJE reserves the right to refuse acceptance of returned Goods after inspection. SJE will not accept returns for Goods that are custom-built for Buyer as such items cannot be resold by SJE; however, custom-built Goods remain subject to applicable warranty provisions in each case.

Notwithstanding the foregoing (and so long as the return is not due to an order processing error of SJE), a restocking fee shall be charged to Buyer for returned Goods as outlined in the attached Exhibits.

Force Majeure: SJE shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached any agreement with Buyer, for any failure or delay in fulfilling or performing any term of any agreement with Buyer, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond SJE's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of any subject agreement between SJE and Buyer; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial services; or (i) any other cause beyond the reasonable control of SJE.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse SJE in full for all collection costs or charges, including reasonable attorney fees, which SJE may incur in the collection of any past due amounts from Buyer, including applicable interest on overdue accounts. If Buyer is in default under this or any other agreement with SJE, SJE may defer performance hereunder until such default is resolved. SJE shall have no obligation to provide factory startup assistance or factory training (when requested) until all invoices (including retentions) for equipment have been paid in full. Furthermore, SJE shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any Goods, or failure to utilize the Goods properly.

Warranty and Liability: During the warranty period, Buyer's exclusive remedy will be either repair or replacement, at the sole discretion of SJE and subject to the Terms and Conditions of any component which proves to be defective due to defective materials or workmanship of SJE.

SJE DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND SJE SHALL NOT, IN ANY MATTER, BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, OR PENALTIES THAT RESULT FROM A BREACH OF CONTRACT, BREACH OF WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SJE'S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE LESSER OF (i) THE COST OF REMEDIATING ANY DEFECT OR DEFICIENCY IN THE PERFORMANCE OF SJE HEREUNDER OR (ii) THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH THE CLAIM IS MADE.

ANY ELECTRICAL WIRING AND SERVICING OF THE GOODS MUST BE PERFORMED BY A LICENSED ELECTRICIAN. WARRANTY CLAIMS FOR GOODS WHICH WERE AT ANY TIME WIRED OR SERVICED BY ANYONE OTHER THAN A LICENSED ELECTRICIAN SHALL NOT BE HONORED IN WHOLE OR PART BY SJE.

Furthermore, this warranty shall not apply to: (a) damage due to any weather-related or other conditions beyond the control of SJE; (b) defects or malfunctions resulting from the Goods not installed, operated, or maintained in accordance with instructions provided, applicable local codes, ordinances, or accepted trade practices; (c) failures resulting from abuse, misuse, accident, or negligence; or (d) Goods repaired and/or modified without prior written authorization from SJE.

Some states do not allow limitations on implied warranty duration, as such, this limitation may not apply to Buyer. Some states do not allow the exclusion or limitation of incidental or consequential damages, as such, these limitations or exclusions may not apply to Buyer. The above-described warranty gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

TO OBTAIN WARRANTY SERVICE: Buyer shall assume all responsibility and expense for removal, reinstallation, and freight associated with any warranty service. Any Goods to be repaired or replaced under this warranty must be returned to SJE, or such place as designated by SJE. Buyer can contact SJE Service Center at 218-847-1317 or toll free at 888-342-5753 for an RMA on any Goods being submitted for a warranty claim.

Applicable Law and Forum: Any disputes between Buyer and SJE shall be venued in Becker County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

